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FOI Number: FOI2014/24

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Request: The tender documents for the CSIRO Property Services call centre and invoice processing function carried out by Five D.

Documents: 1-5

For more information, please refer to CSIRO's FOI disclosure log at [www.csiro.au/FOILog](http://www.csiro.au/FOILog)



## **REQUEST FOR TENDER (RFT)**

### **Introduction and Terms & Conditions for Participation**

**Issue Date**

**24 February 2012**

**Closing Date**

**30 March 2012**

[www.csiro.au](http://www.csiro.au)

**PROCUREMENT OF A MANAGED SERVICES  
PROVIDER FOR PROPERTY SERVICES  
CSIRO RFT 2012007**

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## **1. INTRODUCTION**

### **1.1. Purpose of this Tender**

- 1.1.1. This Tender is to select a Managed Service Provider for the Commonwealth Scientific and Industrial Research Organisation (CSIRO) Property Services (CPS).
- 1.1.2. The purpose of this document is to enable Respondents to understand CSIRO's requirements and for CSIRO to gain an understanding of the capabilities of potential Managed Service Providers to provide the services and goods as outlined in this document.

### **1.2. Interpretation of Tender**

- 1.2.1. For definitions and interpretations of terms used in this document, its schedules and attachments please refer to Section 5 of this document. Where a term is not defined, refer to the Statement of Requirements at Schedule 1 or the Draft Services Contract at Schedule 4.

### **1.3. Instructions for completion of this Tender**

- 1.3.1. This Tender and the attached Schedules set out all of the details concerning CSIRO's requirements in relation to the Services, conditions of the Tender, evaluation criteria and all other matters concerning this process.

The structure of the RFT is as follows:

- Introduction and RFT Terms and Conditions
  - AusTender Terms and Conditions (Attachment A)
- Statement of Requirements (Schedule 1)
- Data Pack (Schedule 2), including Appendices
- Response Templates (Schedule 3), including Pricing Schedules
- Draft Services Contract (Schedule 4)

### **1.4. How to complete Responses**

- 1.4.1. Respondents are to complete the Response Templates provided in Schedule 3 of this RFT and uploaded onto AusTender as outlined in Attachment A to this document.

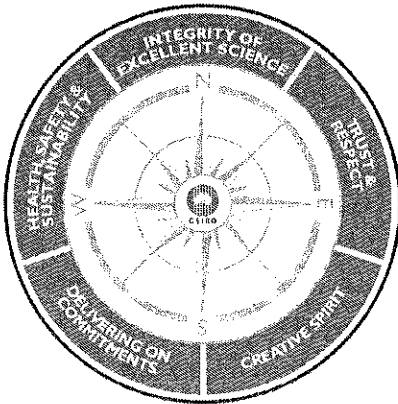
### **1.5. CSIRO Profile**

- 1.5.1. CSIRO is Australia's largest scientific research organisation and one of the largest and most diverse scientific organisations in the world. Its purpose is: By igniting the creative spirit of our people, we deliver great science and innovative solutions for industry, society and the environment.
- 1.5.2. Working from sites across the nation and around the globe, CSIRO's 6,500 staff are focussed on providing new ways to improve the quality of life, as well as the economic and social performance of a number of industry sectors through research and development.
- 1.5.3. CSIRO is an independent statutory authority constituted and operating under the provisions of the Science and Industry Research Act 1949 and the Commonwealth Authorities and Companies Act 1997. Further information about CSIRO can be found at the following link, [www.csiro.au](http://www.csiro.au).
- 1.5.4. CSIRO's operations include research and development activities.

- 1.5.5. CSIRO both own and manage a substantial portfolio of property assets which support a wide variety of business needs from science and research through to administration and support services.
- 1.5.6. CSIRO's property portfolio is diverse and complex. It includes laboratories, process bays, hazardous material storage facilities and administration buildings. The maintenance and support of these assets is critical to business operations. For CSIRO property also represents the largest balance sheet asset class.
- 1.5.7. CPS has responsibility for operational, transactional and strategic management of all property assets in CSIRO's portfolio. CPS supports CSIRO in its core function of conducting scientific research through its service offerings.
- 1.5.8. CSIRO's Australian Animal Health Laboratory (AAHL) is a front line defence against the threat to Australia from exotic and emerging animal diseases. Given the nature of AAHL, service requirements often differ from those of other Zones.
- 1.5.9. Within the Statement of Requirements it has been indicated where AAHL will remain responsible for the provision of its own services. This includes the continuation of their own Computerised Maintenance Management System (CMMS) and Help Desk services.

## 1.6. CSIRO Values

- 1.6.1. CSIRO's Values Compass is provided below; these values guide decisions and interactions within CSIRO and with external partners and stakeholders

	<b>Integrity of Excellent Science</b>	Embracing <b>scientific excellence</b> and working together ethically and with integrity in everything we do
	<b>Trust and Respect</b>	Building <b>trust and respect</b> each day with our communities, partners and colleagues, knowing that with trust comes accountability
	<b>Creative Spirit</b>	Igniting our <b>creative spirit</b> , exploring new horizons and creating an environment where innovation thrives
	<b>Delivering on Commitments</b>	Consistently <b>delivering on our commitments</b> . 'Do what we say we will do'
	<b>Health, Safety &amp; Sustainability</b>	Striving towards a <b>healthy, safe and sustainable</b> future

## 1.7. Requirements Overview

- 1.7.1. CSIRO is seeking a Managed Service Provider, to provide a Management Information System (MIS), financial management services and some facilities management services in addition to Optional and Non-Exclusive services.
- 1.7.2. All Services are outlined in more detail in Schedule 1, Statement of Requirement.

## 1.8. Business Objectives

### 1.8.1. CSIRO's business objectives are to:

- a) drive significant improvements in the completeness, accuracy, transparency and accessibility of all CPS related financial and non-financial data through the services of a Managed Service Provider who will provide and manage the necessary processes, systems and infrastructure;
- b) establish the necessary foundations to enable tactical and strategic business decisions to be made based on the provision of timely, accurate and meaningful property data; and
- c) enable CSIRO resources to focus on strategic and business management issues by significantly reducing the time and effort applied to administrative tasks.

## 2. REQUEST FOR TENDER (RFT) TERMS AND CONDITIONS

### 2.1. CSIRO Primary Contact Details

- 2.1.1. The primary contact for all enquiries related to this RFT is listed below. Please do not contact other people within CSIRO for additional information. Such approaches compromise the integrity of the process. As such any requests for information made outside the approved channels listed in 2.9, 2.10 and 2.11 of this RFT may impact on the your continued involvement in the process.

<b>Primary Contact Name</b>	Joseph Colbert
<b>Email</b>	joe.colbert@csiro.au

### 2.2. Key Milestones

- 2.2.1. Responses to this RFT are required by 5pm AEST, on 29 March 2012.
- 2.2.2. Outlined below are the Key Milestones for this RFT. CSIRO retain the right to modify these dates if required.

Stage	Date
<b>Release of RFT on AusTender</b>	24 February 2012
<b>Industry briefing</b>	9am, AEST, 6 March 2012
<b>RFT deadline for clarification questions</b> (potential Respondents to have reviewed document and provided clarification questions back to CSIRO)	5pm AEST, 23 March 2012
<b>Tender Closing Time and Date</b>	5pm AEST, 30 March 2012
<b>CSIRO evaluation of RFT responses</b>	30 March 2012 to 27 April 2012
<b>RFT evaluation clarification questions</b> (CSIRO issues RFT questions for clarification to potential suppliers)	30 March 2012 to 27 April 2012
<b>Negotiations with potential</b>	1 May 2012 to 31 May 2012

<b>Suppliers</b>	
<b>Supplier selection and contract award</b>	31 May 2012
<b>Contract execution</b>	1 June 2012
<b>Contract Implementation</b>	1 June 2012 to 31 August 2012
<b>Full Service commencement</b>	1 September 2012

### 2.3. Industry Briefing

- 2.3.1. A Condition of Participation is attendance by a representative of the Respondent at the Industry Briefing.
- 2.3.2. The details of the Industry Briefing are provided below:

<b>Date</b>	6 March 2012
<b>Time</b>	9am
<b>Location</b>	Conference Room CSIRO Head Office Limestone Ave Campbell ACT 2602

### 2.4. AusTender

- 2.4.1. CSIRO is conducting this Tender using the Australian Government Tender System (AusTender) facility. This Tender is subject to the AusTender Terms and Conditions which are set out at Attachment A.
- 2.4.2. The Tender has been published on the AusTender website and Respondents should register their contact details and download the Tender from this website ([www.tenders.gov.au](http://www.tenders.gov.au)), even if a copy of the Tender has been obtained from other sources.
- 2.4.3. Only Respondents who have registered on the AusTender website will be advised of any alteration, correction or notice in relation to this Tender. All alterations, corrections and notices will be made available on AusTender.
- 2.4.4. CSIRO accepts no responsibility if a Respondent fails to become aware of any alteration, correction or notice, which would have been apparent from a visit to the AusTender website or from other information available from the Primary Contact.

### 2.5. AusTender, the Australian Government Tender System

- 2.5.1. Respondents must inform themselves concerning all security measures and other aspects of the AusTender technical environment. Respondents must make their own assessment of the AusTender system prior to using it for any matter related to this Tender and no responsibility will be accepted by CSIRO arising in respect of any use or attempted use by any party of AusTender.
- 2.5.2. Further details of the AusTender terms and conditions are provided at Attachment A.

### 2.6. Acceptance of the RFT Terms and Conditions

- 2.6.1. By submitting a response to this Tender, the Respondent accepts the conditions of this Tender including the RFT Terms and Conditions, as set out in this document.



## **2.7. Closing Date and Time and Lodgement of Tender Response**

- 2.7.1. Completed Tender responses must be lodged electronically through the AusTender website before the Tender Closing Time and Date in accordance with the RFT Terms and Conditions.

## **2.8. Tender Modifications Procedure**

- 2.8.1. CSIRO may issue modifications to this Tender. Such modifications may include variations to the Tender or additional information in relation to the Tender.
- 2.8.2. If CSIRO elects to issue modifications to the Tender prior to the Tender Closing Time and Date, CSIRO will issue a formal addendum to the Tender via the AusTender website. AusTender will issue an electronic advice automatically to all Respondents correctly registered as having downloaded the Tender. Respondents should ensure their AusTender registration details are correct for this purpose.
- 2.8.3. If CSIRO elects to issue modifications to the Tender after the Tender Closing Time and Date, CSIRO will issue a formal addendum to the Tender to all Respondents participating in the process at that time.
- 2.8.4. All conditions and rules of this Tender will apply to all addenda unless modified by the addenda. Any such addenda will become part of the Tender.

## **2.9. Clarifications**

### **2.9.1. Clarification Questions**

- a) Respondents may seek clarification of the meaning of the content of this Tender from CSIRO's Primary Contact at any time prior to the 5pm AEST, 22 March 2012. All enquiries must be in writing submitted to CSIRO's Primary Contact e-mail as identified in clause 2.1.
- b) CSIRO will determine whether or not to respond to such questions. CSIRO will notify any election not to respond to the Respondent asking the question.
- c) In all cases CSIRO reserves the right to forward any clarification of the meaning of the content of this Tender to all Respondents on a non-attributable basis.

## **2.10. New Information and Errors**

- 2.10.1. If a question by a Respondent reveals new information that, in the opinion of CSIRO may be material to the outcome of the Tender, or such questioning reveals an error in information previously distributed by CSIRO, the new or corrected information will be distributed to all Respondents in accordance with the Tender Modifications Procedure in clause 2.8.

## **2.11. Process Questions or Complaints**

- 2.11.1. Respondents should direct any questions or complaints relating to the Tender process to the Primary Contact.

## **2.12. Ownership of Response Material**

- 2.12.1. All material submitted in response to this Tender becomes the property of CSIRO. Such intellectual property as may exist in the information contained in the response will remain vested in the Respondent.
- 2.12.2. By submitting a response, the Respondent allows CSIRO to copy and do anything necessary to material, including the Respondent's intellectual property contained in the response, for the purpose of evaluating the Respondent's response and negotiating a contract if the Respondent proceeds to that phase of the process.

## **2.13. Confidentiality of Information**

### **2.13.1. CSIRO's Confidential Information**

Respondents are required to ensure that any of their employees, agents or sub-contractors involved in meeting CSIRO's requirements do not either directly or indirectly record, divulge or communicate to any person any confidential information concerning the affairs of the CSIRO or a third party acquired or obtained in the course of preparing a Tender response, or any documents, data or information provided by CSIRO and which CSIRO indicates to Respondents is confidential or which Respondents know or ought reasonably to know is confidential.

### **2.13.2. Respondent's Confidential Information**

CSIRO will treat as confidential any information provided by a Respondent, which is nominated by the Respondent as confidential information. CSIRO's obligations in relation to Respondent provided confidential information will not be taken to have been breached to the extent that the information:

- a) is disclosed by CSIRO to its advisers, officers, employees, subcontractors or advisors in order to conduct the Tender process, including the preparation of any resultant contract;
- b) is disclosed to CSIRO's internal management personnel or advisors, solely to enable effective management or auditing of the Tender process;
- c) is disclosed by CSIRO to its Department or to the responsible Minister;
- d) is disclosed by CSIRO in response to a request by a House or a Committee of the Parliament of the Commonwealth of Australia;
- e) is authorised or required by law to be disclosed; or
- f) is in the public domain otherwise than due to a breach of the relevant obligations of confidentiality.

## **2.14. Australian National Audit Office**

2.14.1. Under the Auditor-General Act 1997 (Cth), the Auditor-General or an authorised person with a right to have, at all reasonable times, access to information, documents and records.

2.14.2. In addition to the Auditor-General's powers under the Auditor-General Act 1997 (Cth), if the Respondent is chosen to enter into a contract, the Respondent will be required to provide the Auditor-General or an authorised person, access to information, documents, records and CSIRO assets, including those on the Respondent's premises. This will be required at reasonable times on giving reasonable notice for the purpose of carrying out the Auditor-General's functions and will be restricted to information and assets which are in the custody or control of the Respondent, its employees, agents or subcontractors, and which are related to the Contract. Such access will apply for the term of the Contract and for a period of 7 years from the date of expiration or termination.

2.14.3. Respondents should obtain, and will be deemed to have obtained, their own advice on the impact of the Auditor-General Act 1997 (Cth) on their participation in the Tender.

## **2.15. Conflict of Interest**

2.15.1. During the Tender process, the Respondent must immediately advise CSIRO in writing of any circumstances or relationships constituting a Conflict of Interest or potential Conflict of Interest in respect to its Tender response, or the Respondent's obligations under the contract if the Respondent is awarded the contract. CSIRO may in its absolute discretion:

- a) enter into discussions to seek to address such Conflict of Interest;

- b) exclude the Respondent from the process and further evaluation; or
- c) take any other action it considers appropriate.

## **2.16. Ethical Dealing**

2.16.1. CSIRO's policy is to engage in the highest standards of ethical behaviour and fair dealing throughout the Tender process. CSIRO requires the same standards from those with whom it deals. Respondents should compile responses without improper assistance of employees or former employees of CSIRO and without the use of information improperly obtained or in breach of an obligation of confidentiality.

2.16.2. Respondents should not:

- a) engage in misleading or deceptive conduct in the relation to the Tender process;
- b) engage in any collusive submissions, anti-competitive conduct, or any other unlawful or unethical conduct with any other Respondent, or any other person in connection with the Tender process; or
- c) attempt to influence improperly any officer, employee or agent of CSIRO, or violate any applicable laws or CSIRO policies regarding the offering of inducements in connection with the Tender process.

2.16.3. CSIRO may exclude from consideration any Tender lodged by a Respondent which, in CSIRO's reasonable opinion, has engaged in any behaviour contrary to this section in relation to the Tender process.

## **2.17. Offer Period**

2.17.1. All responses are to be valid for a period of six months from the Tender Closing Time and Date (Offer Period).

## **2.18. Right Not to Proceed**

2.18.1. CSIRO is not bound contractually, or in any other way to the Respondents who respond to this Tender. CSIRO reserves the right not to proceed with this Tender or any part of it, and to suspend or vary the Tender and/or its requirements at any stage.

## **2.19. Multiple Suppliers**

2.19.1. CSIRO will not accept responses that deal with only part of the Tender. CSIRO will accept consortium responses provided there is one entity nominated as the prime contractor.

## **2.20. Costs Borne by Respondent**

2.20.1. All costs and expenses incurred by Respondents in any way associated with the development, preparation and submission of the Tender response, including but not limited to attendance at meetings, discussions, presentations and providing any additional material required by CSIRO, will be borne exclusively by the Respondents.

## **2.21. No Legal Relationship**

2.21.1. No binding legal relationship will arise out of this process until execution of a contract with the preferred Respondent.

## **2.22. Information**

2.22.1. CSIRO will not be liable for any incorrect or misleading information or omission to disclose information.

## **2.23. Respondents to Inform Themselves**

2.23.1. Respondents are considered to have:

- a) examined this Tender, any documents referenced in this Tender and any other information made available by CSIRO to Respondents for the purpose of responding;
- b) examined all further information which is obtainable by the making of reasonable inquiries relevant to the risks, contingencies, and other circumstances having an effect on their Tender response;
- c) satisfied themselves as to the correctness and sufficiency of their Tender response including submitted prices; and
- d) satisfied themselves as to the terms and conditions of the Draft Services Contract and its ability to comply with the Draft Services Contract.

## **2.24. Respondent Acknowledgements**

2.24.1. Responses are submitted on the basis that Respondents acknowledge:

- a) they do not rely on any representation, letter, document or arrangement, whether oral or in writing, or other conduct as adding to or amending these conditions other than amendments in accordance with clause 2.8; and
- b) they do not rely upon any warranty or representation made by or on behalf of CSIRO, except as are expressly provided for in this Tender, but they have relied entirely upon their own inquiries and inspection in respect of the subject of their Tender response.

## **2.25. Complaint Handling**

2.25.1. For complaints in relation to any item in this Tender or the Tender process contact the Primary Contract.

## **2.26. Rights of CSIRO**

2.26.1. Without limiting any other rights contained in this Tender, CSIRO may do any or all of the following at any time:

- a) Not proceed with the Tender where:
  - i. That is in the public interest;
  - ii. No Respondent satisfies the Conditions for Participation, Minimum Content and Format requirements or Essential Requirements; or
  - iii. No Respondent represents value for money.
- b) Suspend, defer or change the structure and timing of the Tender;
- c) Determine at any time a short list of Respondents;
- d) Seek amended Tender's or call a new Tender;
- e) Forward any clarification about this Tender to all known Respondents on a non-attributable basis and without disclosing any confidential information of a Respondent;
- f) Allow or not allow another legal entity to take over a Response in substitution for the original Respondent where an event occurs that has the effect of substantially altering the composition or control of the Respondent or the business of the Respondent;
- g) Negotiate with one or more persons who have not submitted Responses or enter into a contract or other binding relationship for similar services to the Services outside of the Tender process; and

- h) Terminate any negotiations being conducted at any time with the Respondents.

## **2.27. Disclaimer**

- 2.27.1. This Tender is an invitation to treat and is not to be taken to be or relied upon as an offer capable of acceptance by any person or as creating any form of contractual (including a process contract), quasi contractual, restitutionary or promissory estoppel rights, or rights based on similar legal or equitable grounds.
- 2.27.2. CSIRO will not be liable to any Respondent on the basis of any promissory estoppel, quantum meruit or other contractual, quasi contractual or restitutionary grounds whatsoever or in negligence as a consequence of any matter relating or incidental to a Respondent's participation in this Tender including instances where:
  - a) a Respondent is not invited to participate in any subsequent process following completion of this Tender;
  - b) CSIRO varies the Tender;
  - c) for reasons of public interest, CSIRO decides to terminate the Tender or not to contract for all or any of the requirements; or
  - d) CSIRO exercises or fails to exercise any of its other rights under or in relation to this Tender.

## **3. EVALUATION PROCESS**

### **3.1. Evaluation Objective**

- 3.1.1. The purpose of the evaluation process is to identify and select the Respondent that represents the best value for money to CSIRO, as assessed in accordance with the evaluation criteria and methodology adopted by CSIRO.

### **3.2. Late Lodgement Policy**

- 3.2.1. CSIRO will exclude Late Tenders from the Tender process, and will not admit them to evaluation. The Tender response is late ('Late Tender') if:
  - a) It is a Late Tender in accordance with the RFT Terms and Conditions; or
  - b) It is incomplete as at the Tender Closing Time and Date (including where the Tender response includes electronic files that cannot be read or encrypted).
- 3.2.2. However, the Tender response is not a 'Late Tender' where:
  - a) where it is not a Late tender in accordance with the RFT Terms and Conditions;
  - b) the Tender response is late due solely to a mishandling by CSIRO or AusTender, as determined by CSIRO; and
  - c) the Tender response is late due to an unintentional error of form that CSIRO determines can be rectified by the Respondent in accordance with clause 3.3.

### **3.3. Unintentional Errors of Form**

- 3.3.1. If CSIRO identifies an unintentional error of form in a Respondent's response prior to award of a contract, CSIRO may, in its absolute discretion, allow the Respondent to correct that error by submitting a correction, variation or additional information.
- 3.3.2. An unintentional error of form is an error that CSIRO is satisfied in its absolute discretion:

- a) Represents incomplete information not consistent with the Respondent's intentions and, if relevant, capabilities at the time the submission was lodged; and
- b) Does not materially affect the competitiveness of the Respondent's response.

### **3.4. Evaluation Process Overview**

- 3.4.1. The evaluation process will include the following activities, which may occur at any time during the evaluation period outline in clause 2.2.2:
  - a) Compliance with the Minimum Content and Format Requirements and Conditions of Participation;
  - b) Detailed evaluations against the evaluation criteria;
  - c) Selection of short-listed Respondents;
  - d) Clarifications with and presentations from the Respondents, if required;
  - e) Due diligence activities, such as reference checks, site visits or financial viability assessment, if required;
  - f) Negotiations and further clarification with short-listed Respondents if required; and
  - g) Select preferred Respondent.
- 3.4.2. During the evaluation process CSIRO retains the right to reevaluate Respondents not short listed, should another retire or is excluded from the process prior to the selection of a preferred Respondent.

### **3.5. Minimum Content and Format Requirements**

- 3.5.1. Subject to clause 3.6., CSIRO will exclude a Respondent from further consideration if CSIRO considers in its absolute discretion that the Respondent's response does not meet the minimum content and format requirements listed in this clause. Notwithstanding anything else contained in this RFT, only requirements listed in this clause will be deemed minimum content and format requirements for the purposes of this Tender:
  - a) The Tender must be lodged electronically via AusTender in accordance with the RFT Terms and Conditions.
  - b) Respondents must complete all sections of the Response Template, other than where the Response Template indicates that it is optional to do so.

### **3.6. Conditions of Participation**

- 3.6.1. CSIRO will exclude a Respondent from further consideration and evaluation if CSIRO considers in its absolute discretion that the Respondent has not met the conditions of participation set out in this clause. Notwithstanding anything else contained in this Tender, the following are the only conditions of participation:
  - a) The Respondent is not precluded from tendering for government business.
  - b) The Respondent must not be subject to a judicial ruling against it relating to employee entitlements, not including decisions under appeal, and have not paid the claim
  - c) A representative of the Respondent attended the Industry Briefing.

### **3.7. Evaluation Criteria**

- 3.7.1. In ascertaining the Respondent which provides best value for money to meet CSIRO's business needs, Respondents will be evaluated in accordance with the following evaluation criteria:

- a) Compliance with the Minimum Requirements and Conditions of Participation
- b) Weighted evaluation criteria, being:

- i. Demonstrated experience in providing similar services (25%)
- ii. Capability and capacity (25%)
- iii. Processes, systems and tools (20%)
- iv. Cultural fit of the service provider (10%)
- v. Price (20%)

- c) Unweighted evaluation criteria, being:

- i. Compliance
- ii. Due diligence
- iii. Best and Final Offer (if required)
- iv. Risk

3.7.2. The order in which the evaluation criteria are listed does not indicate their importance relative to each other.

### **3.8. Respondent Presentations**

3.8.1. CSIRO may require presentations from Respondents at any time during the evaluation process. Dates, times and venues for any such presentations will be notified to Respondents participating in the evaluation should such presentations be required. A list of areas and issues for Respondents to address will be provided prior to the presentations.

3.8.2. The Respondent shall bear any time and travel expenses relating to Respondent presentations. CSIRO may require any presentation be conducted using video-conferencing facilities.

### **3.9. Due diligence**

3.9.1. CSIRO may conduct reference checks, site visits, financial viability assessments or other due diligence activities as required.

- a) Reference checks may be conducted with any referee proposed by the Respondent in its tender response or with any other organisation selected by CSIRO at its discretion. Respondents are requested to provide the details of two referees with whom they have implemented contracts for equivalent services.
- b) If a financial viability assessment is required Respondents will be required to supply three years of audited financial statements.

3.9.2. CSIRO may also request further information from Respondents during the evaluation process.

### **3.10. Discussions and Negotiations with Respondents**

3.10.1. CSIRO may engage in discussion with one or more Respondents for the purpose of clarifying its response. Where information of a material nature is provided to one Respondent, it will also be provided concurrently to all other Respondents (on a non-attributable basis) who are participating in the evaluation process at that time.

### **3.11. Use of Information in the Evaluation**

- 3.11.1. The Respondent's written Tender response to the requirements set out in the Schedules to this Tender will be used by the evaluation team to evaluate Respondents against the evaluation criteria.
- 3.11.2. The evaluation team may also use any relevant information obtained in relation to the Tender (whether from the Respondent as part of clarification, reference checks, negotiations, presentations or by any other independent inquiry) in the evaluation of responses.

### **3.12. Debriefing**

- 3.12.1. Respondents may request a debriefing following the award of a contract. Respondents requiring a debriefing should contact the Primary Contact.
- 3.12.2. If required, CSIRO will publish the details of the successful tender on AusTender

## **4. CONTRACT AGREEMENT**

### **4.1. Contract Agreement**

- 4.1.1. Acceptance of the preferred proposal will be subject to the execution of the Draft Services Contract. Respondents must include a statement of their compliance against the Draft Services Contract clauses in the Response Template.

## **5. INTERPRETATION OF TENDER**

### **5.1. Definitions & Interpretation**

- 5.1.1. In this Tender, unless the contrary intention appears:
  - a) **AAHL** means the Australian Animal Health Laboratory in Geelong, VIC;
  - b) **Conflict of Interest** means any matter, circumstance, interest, or activity affecting the Respondent (including the officers, employees, agents and subcontractors of the Respondent) which may or may appear to impair the ability of the Respondent to provide the requirements to CSIRO diligently and independently;
  - c) **Draft Services Contract** means the document set out at Schedule 4. CSIRO Document Reference;
  - d) **Late Tender** means a Tender that is not lodged by the Tender Closing Time and Date, as further defined in clause 2.7.;
  - e) **Nominated Agency** means any agency of the Commonwealth of Australia and includes any body subject to the Commonwealth Authorities and Companies Act 1997;
  - f) **Offer Period** is the period referred to in clause 2.17.;
  - g) **Primary Contact** means CSIRO's primary contact for all contacts in relation to this Tender, as specified in clause 2.1.;
  - h) **RFT Terms and Conditions** means the rules for participation in the Tender, as specified in clauses 2.1. to 4.1.;
  - i) **Respondent** means any organisation or entity submitting a proposal through this Tender process for the supply of products and/or services;
  - j) **Response Template** means the template for the Respondent's proposal based on the Statement of Requirements. Note; additional information may be submitted where



indicated in the Statement of Requirements or as deemed necessary by the Respondent. The Response templates are located at Schedule 3 of the RFT;

- k) **Statement of Requirements** means the specific requirements for products and/or services for which CSIRO is seeking proposals through this Tender. The Statement of Requirements is located at Schedule 2 of this RFT.
- l) **Tender** means Request for Proposal or Request for Tender, as represented by this document and Schedule 1, and comprises the process by which CSIRO seeks proposals for products and/or services, and evaluates the responses based on specified criteria, as set out in clause 3.7.;
- m) **Tender Closing Time and Date** means the date and time set out in clause 2.2;
- n) **Tender Modification Procedure** means the procedure for modification of the Tender set out in clause 2.8.

## **5.2. Governing Law**

- 5.2.1. The governing law of the Australian Capital Territory applies to the Tender. The courts of the Australian Capital Territory have non-exclusive jurisdiction to decide any matter arising out of this Tender.



# **REQUEST FOR TENDER (RFT)**

## **SCHEDULE 1**

### **Statement of Requirement**

**PROCUREMENT OF A MANAGED SERVICES PROVIDER FOR PROPERTY SERVICES**  
**CSIRO RFT 2012007**

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## **1. INTRODUCTION**

### **1.1 Outline**

This Statement of Requirement (SOR) sets out the scope of services to be delivered and the contract and performance management arrangements. Words that appear with the first letter in uppercase (excluding section and subsection headings, references to section and subsection headings, names and titles) have the meanings assigned to them in the Contract unless they are defined in Section 4 of this SOR.

The services to be provided include exclusive services and Optional and Non-Exclusive Services (the Services).

#### **1.1.1 Exclusive Services**

Exclusive services are those required to be performed by the Managed Service Provider. They include:

- management information systems; including document management; help desk system; finance system, property database and training
- financial support services; including internal controls, financial reporting, record management, payment of rent, payment of outgoings, payment of subcontractors, expense allocation and prepayments
- facilities management; including provision of help desk services.

#### **1.1.2 Optional and Non-Exclusive Services**

Optional and Non-Exclusive Services are those that CSIRO may require to be performed by the Managed Service Provider during the Contract Term. CSIRO retains the right to engage another market provider either on a once-off or recurring basis. They include:

- corporate real estate services to CSIRO's owned and leased portfolios
- facilities management; including on-site facilities management, building services, tenant moves, management of vacant space, furniture removal and after-hours call outs
- capital works; including management of minor works
- subcontractor management; including procurement
- environmental management; including energy, water and waste management.

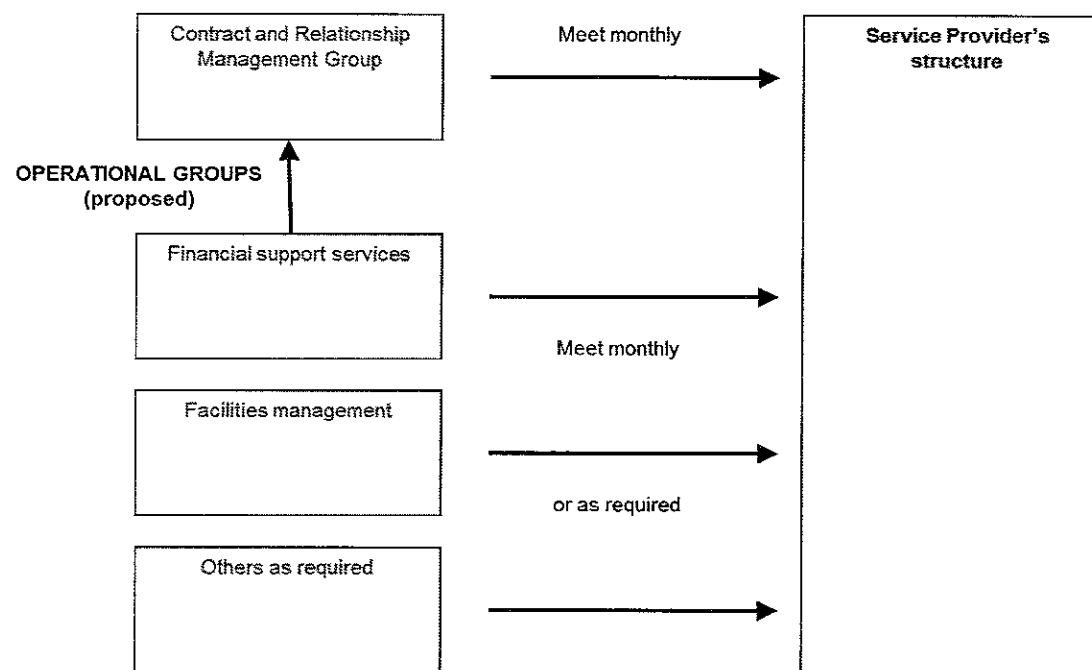
## 2. CONTRACT AND PERFORMANCE MANAGEMENT SPECIFICATION

This section details CSIRO's structure and tasks relating to contract management and performance management.

### 2.1 Contract Management

#### 2.1.1 CSIRO's proposed contract management structure

CSIRO's proposed contract management structure is depicted in the diagram below. The Managed Service Provider is expected to have a structure that mirrors CSIRO's structure providing clear lines of reporting and communication between both parties.



### 2.1.2 CSIRO's proposed contract management Groups

Group	Meeting Frequency	Comprised of	Functions
Contract and Relationship Management Group	Monthly (note, this requirement may be reduced to quarterly if deemed appropriate by the Group)	<ul style="list-style-type: none"> <li>the General Manager, CPS (or its equivalent)</li> <li>the relevant member of the CSIRO Executive (annually or more frequently where required) or their nominated representative</li> <li>CSIRO's Representatives</li> <li>the Managed Service Provider's Relationship Manager (where separate from the Contract Manager)</li> <li>the Managed Service Provider's Contract Manager</li> <li>any other person CSIRO reasonably requires</li> <li>other Managed Service Provider personnel as required and agreed with CSIRO.</li> </ul>	<ul style="list-style-type: none"> <li>consideration of matters referred to it by the Operational Group including progress of the services and the performance matters</li> <li>referral of matters to the Operational Group</li> <li>considering customer satisfaction results</li> <li>reviewing the Annual Plan and progress against the Annual Plan</li> <li>review of the KPIs (refer to Section 2.3.3 of this SOR)</li> <li>reviewing future strategies and requirements of the Contract</li> <li>reviewing the quality of the relationship between CSIRO and the Managed Service Provider</li> <li>considering the current Monthly Report</li> <li>considering complaints from the complaints monitoring system</li> <li>reviewing the progress of the services and the performance of the Managed Service Provider</li> <li>reviewing the quality of the services and any remedial measures required</li> <li>reviewing matters arising from the services including any proposed variations (including material variations)</li> <li>reviewing conflicts of interest that arise and the proposed actions</li> <li>reviewing any staff issues that arise</li> <li>any other matters CSIRO or the Managed Service</li> </ul>

Group	Meeting Frequency	Comprised of	Functions
			Provider wish to raise <ul style="list-style-type: none"> <li>agenda and issues to be discussed at the next meeting</li> </ul>
Operational Group (involves separate sub-groups as outlined under 2.1.1 above)	Monthly (or as required)	<ul style="list-style-type: none"> <li>CSIRO's Representative</li> <li>the Managed Service Provider's Contract Manager</li> <li>the relevant CSIRO operational Representative</li> <li>the relevant Managed Service Provider operational Representative</li> <li>any other person CSIRO reasonably requires</li> <li>other Managed Service Provider personnel as required and agreed with CSIRO</li> </ul>	<ul style="list-style-type: none"> <li>considering the relevant sections of the current Monthly Report</li> <li>reviewing the progress of the services and the performance of the Managed Service Provider, including the accuracy of the prioritisation of Help Desk jobs logged</li> <li>reviewing the quality of the services and any remedial measures required</li> <li>any other matters CSIRO or the Managed Service Provider wish to raise</li> <li>agenda and issues to be discussed at the next meeting</li> <li>matters to be referred to the Contract and Relationship Management Group.</li> </ul>

All meetings will be chaired by CSIRO. The Managed Service Provider is to provide secretariat services for each Group / Committee. These services will include:

- arrangement of meetings as required
- provision of secretarial services to the Group
- agenda development
- minute recording
- maintenance of an Open Items Register.



### ***2.1.3 Conflict of Interest***

CSIRO anticipates situations where conflicts of interest will occur, for example where the Managed Service Provider or a Related Entity also acts for the lessor of a CSIRO tenancy, or where a Managed Service Provider has a substantial interest in a Subcontractor. The Managed Service Provider is to identify and reveal conflicts as they arise and work with CSIRO to develop mechanisms to eliminate any adverse impacts.

As a minimum, the Managed Service Provider is expected to have all employees who may come into 'contact' with a procurement process sign a conflict of interest declaration and confidentiality undertaking in a format agreed with CSIRO and that the Managed Service Provider will advise CSIRO immediately should a Related Entity seek to participate in a CSIRO procurement process or should the Managed Service Provider or a Related Entity be acting on behalf of a landlord in any lease negotiation.

## 2.2 Contract Management Reporting Requirements

The Managed Service Provider is required to provide a single point of contact within their structure who is responsible for overseeing and coordinating the delivery of reports. The specific format and content of reports will be determined in consultation with the Managed Service Provider. Reports and other documents are to be provided with sufficient time for CSIRO to review and/or approve. Where Critical Dates are involved, the Managed Service Provider should allow at least one week for CSIRO approvals, longer where significant decisions and expenditures are involved. Examples of reports the Managed Service Provider will be expected to provide are specified below:

Report	Content Requirement	Timing
Annual Plan	<ul style="list-style-type: none"> <li>• executive summary – summarising key elements from the following components, in particular any that have an impact on the achievement of CSIRO's property / accommodation strategies or plans</li> <li>• summary of building condition assessment reports</li> <li>• preventative maintenance program</li> <li>• real estate Critical Dates and plans for each (forecast for 18 months ahead)</li> <li>• performance indicators and targets for each building including for benchmarking purposes, with suggested indicators including, but not limited to: <ul style="list-style-type: none"> <li>– total property operating expenditure per m<sup>2</sup></li> <li>– total rental expenditure per m<sup>2</sup></li> <li>– total Outgoings expenditure per m<sup>2</sup></li> <li>– energy consumption (MJ) by energy type per m<sup>2</sup> where separately metered or \$ per m<sup>2</sup> for other buildings</li> <li>– average price per energy unit where separately metered</li> <li>– cleaning cost per m<sup>2</sup></li> </ul> </li> </ul>	<p>Draft: Feb for the coming financial year</p> <p>Approval by Contract and Relationship Management Group: End May each year</p> <p>Implementation of Annual Plan: From 1 July each year</p>
Monthly Reports	<ul style="list-style-type: none"> <li>• executive summary – summarising key elements from the following components, in particular any that have an impact on the achievement of the Annual Plan or CSIRO's property / accommodation strategies / plans</li> <li>• any incidents and issues for discussion including proposed variations to the Contract</li> <li>• status of open issues from the previous meeting</li> <li>• Open Items Register – <i>refer below</i></li> <li>• Financial Reports – <i>refer below</i></li> <li>• reports against performance indicators – as agreed in Annual Plan, and including, but not limited</li> </ul>	Five days prior to the Monthly Meeting

Report	Content Requirement	Timing
	<p>to:</p> <ul style="list-style-type: none"> <li>– performance against the KPIs (excluding customer satisfaction measures) – each month</li> <li>– performance against the CSFs – quarterly</li> <li>• staff movements and where movement of key staff is proposed or has occurred, details of how the Managed Service Provider is ensuring that the change is seamless from CSIRO's position.</li> </ul>	
Financial Reports	<ul style="list-style-type: none"> <li>• revenue and expenditure for the month, and year to date including, but not limited to: <ul style="list-style-type: none"> <li>– budget to actuals</li> <li>– current month and year to date</li> <li>– broken down by building and revenue/expenditure type</li> <li>– consolidated value of lease incentives (eg. free rent)</li> <li>– adjustments for accruals</li> <li>– commentary on variances from budget of +/- 5%</li> </ul> </li> <li>• financial reports may also be required to include, but not be limited to: <ul style="list-style-type: none"> <li>– accounts receivable reconciliation</li> <li>– accounts payable/Outgoings reconciliation</li> <li>– cash receipts journal</li> <li>– cash payments journal</li> <li>– aged debtors report</li> <li>– schedule of invoices approved for payment</li> <li>– forward estimate of projected cash flow against budget for remainder of year, including narration of any variances</li> </ul> </li> </ul>	With the Monthly Report
Open Items Register	<ul style="list-style-type: none"> <li>• open issues from the Contract and Relationship Management Group, or Operational Group meetings</li> <li>• complaints log – identifying any complaints received on any aspect of the services provided, resolution plan for each and status</li> <li>• major events and status</li> <li>• On Request Services or Special Projects (where applicable)</li> </ul> <p>As a guide the report should include the item, a description of the item, status and comments. All</p>	With the Monthly Report

Report	Content Requirement	Timing
	items should remain open in the month to month report until completed/resolved. The Reporting Requirements columns within the tables throughout this specification provide a further guide to the type of activities that would be reported against in the Open Items Register.	
Annual Plan Progress	<ul style="list-style-type: none"> <li>• Critical Dates report obtained from Managed Service Provider's database identifying any Critical Dates under leases, subleases, contracts or other documents, and status against each</li> <li>• progress against any Special Projects or other activities and resolution plan for those not achieving required timeframes/deliverables</li> <li>• progress against operational strategies within the Annual Plan and resolution plan for strategies not meeting the agreed plan</li> </ul> <p>The Managed Service Provider may decide that the Annual Plan Progress is best reported as a section of the Open Items Register.</p>	
Annual Report	<ul style="list-style-type: none"> <li>• executive summary – summarising key elements from the following components, in particular any that have an impact on the achievement of the Annual Plan or CSIRO's strategies or accommodation plans</li> <li>• achievement of the operational strategies within the Annual Plan</li> <li>• benchmark report, benchmarking the building operations internally within the portfolio and against industry benchmarks for a range of KPIs and financial indicators (to be agreed)</li> <li>• performance against annual portfolio performance indicators – as agreed in Annual Plan</li> <li>• average price per unit for each energy type for past year</li> <li>• customer satisfaction survey results – compiled by CSIRO as per Section 2.3.4 of this SOR</li> <li>• financial reports – as agreed with CSIRO</li> <li>• trend analyses of receipts and expenditures of current year against prior year and moving 5-year average</li> </ul>	Within one month of the end of each financial year
Ad Hoc Reports	<ul style="list-style-type: none"> <li>• financial reports as required by CSIRO including (but not limited to): <ul style="list-style-type: none"> <li>– accrual reporting for revenue and expenditure</li> <li>– statement of forward Commitments that CSIRO is contractually bound to under all contracts and leases by year (year when Commitment falls due)</li> <li>– outcomes of audit reports</li> </ul> </li> <li>• energy consumption reports (Refer Section 4.4 of this SOR).</li> </ul>	As required

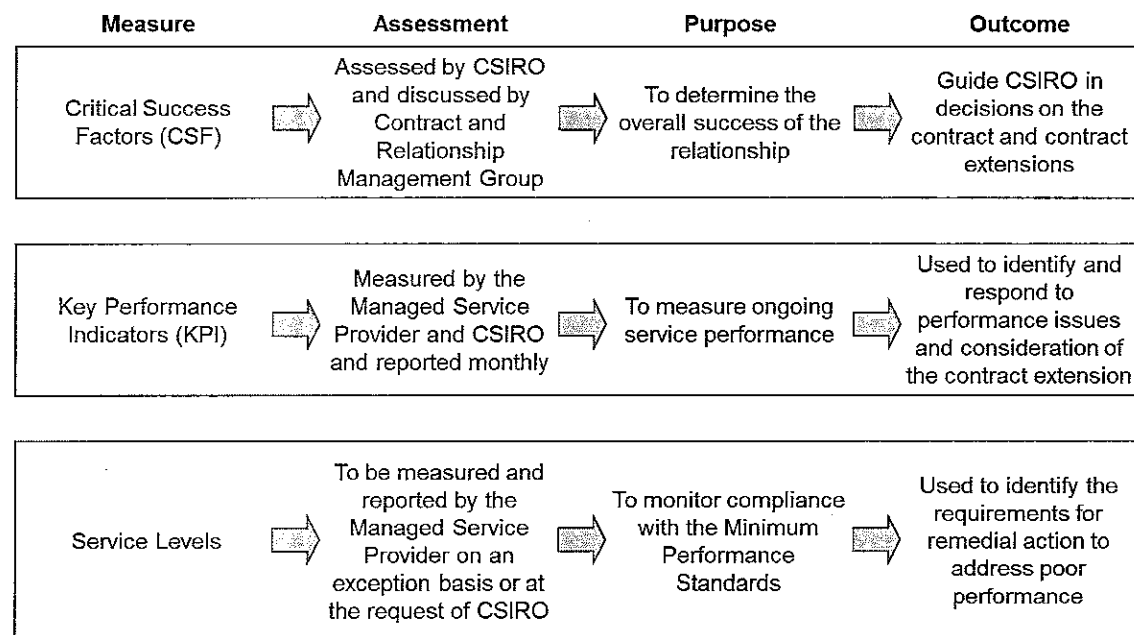
## 2.3 Performance Management

### 2.3.1 Performance Framework

CSIRO intends to manage the delivery of the Services using a Performance Management framework that consists of:

- Critical Success Factors (CSF);
- Key Performance indicators (KPIs)
- Service Levels.

The relationship between each of these is outlined in the diagram below and explained further in the following pages.



CSIRO also requires a range of operational performance indicators to be reported as agreed in the Annual Plan.

### **2.3.2 Critical Success Factors**

CSFs are those factors which when viewed retrospectively demonstrate the Managed Service Provider's achievement of CSIRO's key objectives for the Contract and the Services. They will act as a guide to the success of the relationship and guide all considerations when making determinations regarding the relationship and the Contract.

The Managed Service Provider's performance against the CSFs is not directly linked to financial sanctions or rewards. They will, however, be a key consideration for CSIRO when making a decision as to whether to extend the Contract Term or whether to engage the Managed Service Provider for Optional or Non-Exclusive Services. The Contract extension decision is expected to be made by the completion of the third year of the Contract. At this stage CSIRO may tie extension of the Contract to a new performance management framework that links achievement of CSFs to financial sanctions and/or rewards.

The Managed Service Provider is expected to provide a quarterly report outlining their achievements and progress against each CSF. This report is to be no more than one page for each CSF and will be considered by the Contract and Relationship Management Group.

The CSFs are common to all services. The Managed Service Provider should ensure that the factors are fully understood when considering their responses, and be aware that these apply equally to the Managed Service Provider, and any Subcontractors.

The CSFs below are intended to be static through the life of the Contract. The Considerations may change through the Contract and Relationship Management Group process.

The CSFs are outlined overleaf:

CSF	Considerations
Meeting the required performance outcomes, including quality management reports	<ul style="list-style-type: none"> <li>• Delivery of on-time, quality and value-adding management reports</li> <li>• Accuracy of data</li> <li>• Proactive measurement and analysis of data to provide advice on strategies and plans including cost saving measures</li> </ul>
Managed Service Provider's demonstrated ability to meet CSIRO's ongoing needs	<ul style="list-style-type: none"> <li>• Providing a responsive and timely service that is flexible to CSIRO's changing needs</li> <li>• Achievement and maintenance of a non-adversarial and positive relationship between the Managed Service Provider and CSIRO</li> <li>• Adherence to CSIRO Values and to maintaining a safe, clean and pleasant environment for CSIRO staff and members of the public.</li> </ul>
Adherence to budgets and POE costs	<ul style="list-style-type: none"> <li>• Ensuring financial and budgeting information is accurate and where variations appear, they are investigated, explained and measures to address shortcomings are put forward.</li> <li>• Ensuring Help Desk job logs are processed accurately, are allocated to the correct location and landlord and response times are achieved.</li> </ul>
Management of risk	<ul style="list-style-type: none"> <li>• Identifying and mitigating critical events that could cause significant disruption to CSIRO's operations or reputation</li> </ul>

### 2.3.3 Key Performance indicators

CSIRO requires a mature approach to managing performance. The Managed Service Provider will be required to self-report on each KPI (excluding customer satisfaction measures) in the Monthly Report. The KPIs will then be discussed individually by the Contract and Relationship Management Group at the relevant monthly meeting. These will be used to identify performance, track trends in performance and to encourage discussions as to how the Managed Service Provider and CSIRO can work together to improve performance.

CSF	KPI	Target	Measurement
Meeting the required performance outcomes, including quality management reports	Number of significant errors in the accuracy of the data	Nil instances	Identified by exception
	Customer satisfaction with the quality and timeliness of the Managed Service Provider's reports	"Meets expectations", or higher	Based on Customer Satisfaction Measurement (see Section 2.3.4)
	Agreement reached in the Annual Plan for initiatives to be undertaken outside of business as usual by the Managed Service Provider to improve service delivery	Identification of initiatives in the Annual Plan	Based on Annual Plan
	Ongoing progress against, and success of, initiatives identified in the Annual Plan	Status of each initiative provided in Monthly Reports	Based on Monthly Reports
Managed Service Provider's demonstrated ability to meet CSIRO's ongoing needs	Customer satisfaction with the Managed Service Provider's commitment to relationship management	"Meets expectations", or higher	Based on Customer Satisfaction Measurement (see Section 2.3.4)
	Adherence to the requirements outlined in the SOR	Nil major errors or breaches of the SOR	Identified by exception
	Customer satisfaction with the flexibility and responsiveness of the Managed Service Provider's service delivery solution to CSIRO's changing needs	"Meets expectations", or higher	Based on Customer Satisfaction Measurement (see Section 2.3.4)
Adherence to budgets and POE costs	Number of major variances to budgets as set by CSIRO that are not raised by the Managed Service Provider	Nil instances	Identified by exception
	Percent of Help Desk jobs logged that attribute jobs: <ul style="list-style-type: none"> <li>to the incorrect building</li> <li>to the wrong code; or</li> <li>incorrectly to either the landlord or to CSIRO</li> </ul>	Nil instances or 100% accuracy	Based on Help Desk reports



CSF	KPI	Target	Measurement
Management of risk	Number of significant events that cause disruption to CSIRO's operations or reputation that can be attributed to the Managed Service Provider	Nil occurrences	Identified by exception

### 2.3.4 Customer Satisfaction Measurement

Customer satisfaction will be measured annually (or more frequently as required) by CSIRO or a third party. The following customer groups will be measured:

Satisfaction measure	Customer groups measured
Customer satisfaction with the quality and timeliness of the Managed Service Provider's reports	CSIRO members of the Contract and Relationship Management Group and Operational Group, others to be included by agreement.
Customer satisfaction with the Managed Service Provider's commitment to relationship management	
Customer satisfaction with the flexibility and responsiveness of the Managed Service Provider's service delivery solution to CSIRO's changing needs	

Participants will be asked to score the Managed Service Provider's performance out of five, with the following guidance:

1	2	3	4	5
Failed to meet basic expectations	Below expectations	Meets expectations	Above expectations	Well beyond expectations

### 2.3.5 Service levels

Where the Managed Service Provider is failing to achieve the Minimum Performance Standards, it is expected the Managed Service Provider will take remedial action to address the poor performance. Where poor performance continues to be encountered, further action may be taken by CSIRO in accordance with the Contract.

### 3. EXCLUSIVE SERVICES

This section outlines each of the tasks involved in delivering the Exclusive Services. The Managed Service Provider is responsible for delivering the Exclusive Services to the specified Service Levels as outlined in the tables. Service Levels comprise:

Performance Measures	Those measures or characteristics that define the outcome or standard of service required (the Service Levels) to be achieved by the Managed Service Provider in the delivery of the Services.
Minimum Performance Standards (MPS)	That value of a specific Performance Measure's metric, which represents the MINIMUM acceptable level of achievement by the Managed Service Provider. In combination with the Performance Measure, it articulates the Service Levels that are to be achieved for the Managed Service Provider to meet CSIRO's requirements.

The Performance Measures and Minimum Performance Standards have been provided to enable the Managed Service Provider to understand the level and quality of service CSIRO expects from the service. It is not intended that all the standards will need to be consistently measured and reported on by the Managed Service Provider, they will more commonly be identified by exception.

Where CSIRO identifies a need to more closely monitor the performance of the Managed Service Provider due to perceptions of poor performance, CSIRO may request the Managed Service Provider to measure and report a selection of Performance Measures to determine whether the Managed Service Provider is achieving the Minimum Performance Standards.

### **3.1 Management Information Systems**

The objective of the Management Information Systems (MIS) service is for the Managed Service Provider to:

- Maintain the required databases and information systems necessary to the delivery of the services, incorporating a help desk support system, financial system and a property management database, asset management database and asset register; and to
- Provide accurate and real time information on real property portfolio management including property management and facilities management.

The Managed Service Provider is expected to own/licence, operate and maintain the MIS. Systems accessible online will need to comply with CSIRO's Standard Operating Environment (SOE).

CSIRO's overall environmental performance, including some property environmental information, is managed by a third-party hosted system, Carbon Systems. The Managed Service Provider is expected to be able to provide reports in a suitable format (eg, .csv or .xls) for upload into Carbon Systems for environmental performance of, for example, electricity, gas, water and trade waste.

The Australian Animal Health Laboratory (AAHL) will remain responsible for maintaining their property management information systems. Currently they use EAM 7i version 8.5, which is capable of providing reports in a multitude of file formats, including .csv and .xls. The Managed Service Provider's MIS should be able to periodically (fortnightly at a minimum) upload information provided by AAHL so as to retain a complete set of portfolio information.

#### **3.1.1 Responsibility of CSIRO**

CSIRO will retain primary responsibility for the following:

- Authorising access to CSIRO intranet and external access to the internet by CSIRO staff.
- Upload of data to CSIRO's financial system
- Maintenance of databases and information required for AAHL.

### **3.1.2 Responsibility of Managed Service Provider**

The Managed Service Provider is responsible for the following tasks:

TASK REQUIRED	TASK DESCRIPTION	SERVICE LEVELS	
		PERFORMANCE MEASURES	MINIMUM PERFORMANCE STANDARDS
Provide and maintain a Property Database (PMIS)	<ul style="list-style-type: none"> <li>• Maintain databases on CSIRO properties, lease agreements, service contracts and assets, including but not limited to: <ul style="list-style-type: none"> <li>- register of assets, including all Fixed Plant and Equipment (F&amp;PE)</li> <li>- plant to be maintained by CSIRO</li> <li>- Service contracts covered by building owner, e.g lifts, pest control, window cleaning, waste services, electricity</li> <li>- work, health and safety performance of Subcontractors</li> <li>- responsibilities of building owner or CSIRO for particular services / items by site</li> <li>- site asbestos register</li> <li>- site asbestos management plans</li> <li>- data and reports on property inspections</li> <li>- space utilisation data</li> <li>- layout drawings, floor plans, fitouts and variations to workplace designs</li> <li>- energy consumption and cost data</li> <li>- Critical Dates diary for leases</li> <li>- information on leases and licences, including history on action taken</li> <li>- current rents</li> <li>- other data as required to meet Financial Management Guidance No. 18 – Property Management Planning Guidance</li> </ul> </li> <li>• Provide access to the system for CPS staff to view, extract and report data</li> <li>• Upload property data from AAHL, fortnightly at a minimum</li> </ul>	• Accuracy of data	• Nil instances of major errors
		• Accuracy of PMIS Critical Dates/rents	• 100% accurate
		• Accuracy of other information in PMIS	• 95% accurate

TASK REQUIRED	TASK DESCRIPTION	SERVICE LEVELS	
		PERFORMANCE MEASURES	MINIMUM PERFORMANCE STANDARDS
Provide and maintain a Help Desk System	<ul style="list-style-type: none"> <li>Provide a system that supports the help desk function as set out in Section 3.3 of this SOR with, as a minimum, view only access to jobs/faults logged for FMS or other CSIRO personnel.</li> </ul>	<ul style="list-style-type: none"> <li>Availability of system</li> <li>Accuracy of data</li> </ul>	<ul style="list-style-type: none"> <li>Nil instances of avoidable downtime</li> <li>Nil instances of major errors</li> </ul>
Provide and maintain a Finance System	<ul style="list-style-type: none"> <li>Provide a system that captures the information required and provides the reports required, as set out in Section 3.2 of this SOR, with as a minimum, providing electronic files for upload to CSIRO's accounting system in the software, media and format requested</li> <li>Provide on-line access for Financial Manager(s) within CSIRO to extract financial reports.</li> </ul>	<ul style="list-style-type: none"> <li>Accuracy of data</li> <li>Percentage of electronic files received on time according to schedule</li> </ul>	<ul style="list-style-type: none"> <li>Nil instances of major errors</li> <li>100%</li> </ul>
Provide Training	<ul style="list-style-type: none"> <li>Provide training for CSIRO staff where access to the MIS is required.</li> </ul>	<ul style="list-style-type: none"> <li>Responsiveness to requests for training</li> </ul>	<ul style="list-style-type: none"> <li>Training provided within 10 working days of request</li> </ul>
Maintain Security and comply with CSIRO's standard operating environment	<ul style="list-style-type: none"> <li>For all information systems utilised by the Managed Service Provider to provide services to CSIRO, maintain security standards to the level required by CSIRO, which are currently based on the Australian Government Information Security Manual (ISM), as amended from time to time</li> <li>Comply with CSIRO's SOE where required</li> </ul>	<ul style="list-style-type: none"> <li>Instances of security breaches</li> <li>Compliance with CSIRO policies and guidelines</li> </ul>	<ul style="list-style-type: none"> <li>Nil</li> <li>100% compliance</li> </ul>

### 3.2 Financial Support Services

The objective of Financial Support Services is to manage the bill collection and payment of all expenses for Managed Services (rent, building Outgoings and Subcontractors), receipt of rent and collection of contributions to Outgoings related to Subleases, reporting of expenditure and revenue, preparation of budgets and monitoring achievement of budgets for CSIRO's property management operations.

In addition to close monitoring and management of financials, CSIRO has a clear requirement for accountability, transparency, risk minimisation and compliance with government requirements, including the CAC Act.

As part of the Annual Planning process (refer Section 2.2 of this SOR) CSIRO has a fundamental requirement that information be provided for each building to be analysed to identify opportunities for savings. This would involve as a minimum:

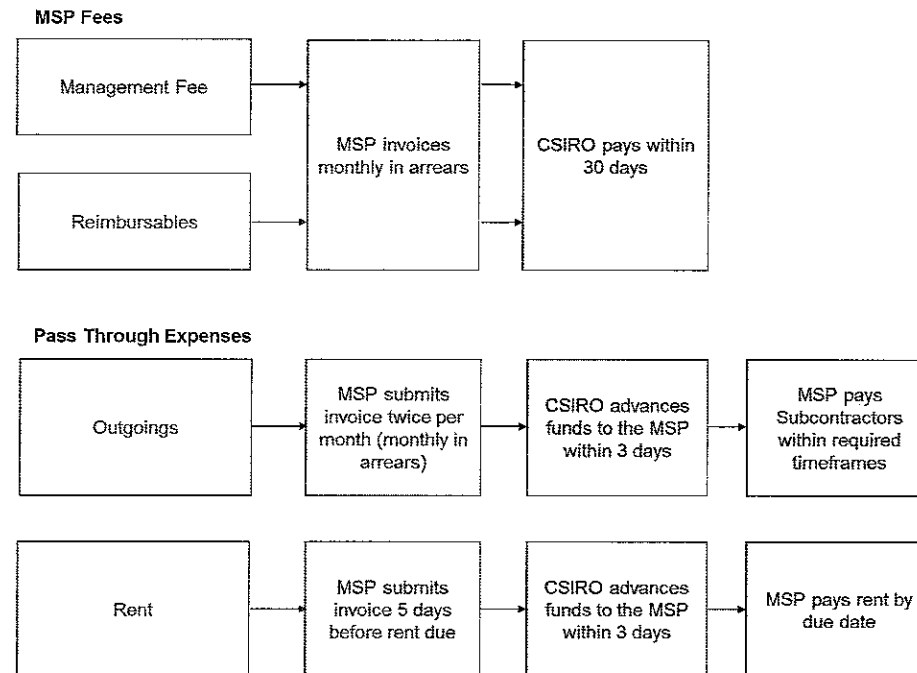
- internal/external benchmarking
- combining cost information with fault data, energy consumption and building inspection reports
- identification of building and contracts/agreements with landlords, Subcontractors and for other Outgoings that will require review during the year.

CSIRO operates SAP as its key financial management information system. The Managed Service Provider is not expected to develop links to the system. All information for upload to this system is expected to be provided in Microsoft Excel or similar format acceptable for direct upload by CSIRO. All payments will be coded by the provider against CSIRO's general ledger and cost centres.

CSIRO seeks to have a simple and easy to use tool for accessing reports online from the Managed Service Provider's financial system, with five regular users within CSIRO as a guide. CSIRO also seeks to encourage e-business solutions where it fits within the constraints imposed by CSIRO's SOE.

The Managed Service Provider will submit a combined invoice for all Outgoings twice per month with CSIRO advancing funds to the Property Bank Account for these expenses such that the Subcontractors and other suppliers can be paid by the Managed Service Provider within the stipulated period. Although the majority of CSIRO's suppliers are on 30 day payment terms some suppliers require payment within 14 days due to contractual or legislative requirements. The Managed Service Provider must also submit a combined invoice for all rent in advance with CSIRO advancing funds to the Property Bank Account so that rent can be paid promptly by the Managed Service Provider when due. Payment by due date, accuracy and timely and efficient processing are all fundamental parts of the payment process. A high level outline of each process is provided in the diagram overleaf.

Although AAHL do not require Help Desk or work order services, bill paying services are still required. Therefore the Managed Service Provider's MIS must still be able to match uploaded work order data with billing information.



### 3.2.1 Responsibility of CSIRO

CSIRO will retain primary responsibility for the following:

- Development and management of property budgets
- Approval of property budgets
- Approval for Reimbursables such as travel and engagement of specialist expertise such as consultants
- Upload of data to CSIRO's financial system
- Management of the bulk payment of consolidated accounts.



### 3.2.2 Responsibility of Managed Service Provider

The Managed Service Provider is responsible for the following tasks:

TASK REQUIRED	TASK DESCRIPTION	SERVICE LEVELS	
		PERFORMANCE MEASURES	MINIMUM PERFORMANCE STANDARDS
Implement Account Controls	<ul style="list-style-type: none"> <li>Implement account controls including, but not limited to:               <ul style="list-style-type: none"> <li>- control electronic funds release (where available) by the use of password controls</li> <li>- all cheques or release of funds require two signatures</li> <li>- ensure the collection of cheques and account books is conducted only by authorised personnel</li> <li>- ensure all cheques or funds release requisitions have two signatures from duly authorised personnel</li> <li>- securely store cheque books, account books and other related documents</li> <li>- maintain separate accounts payable and accounts receivable functions</li> <li>- ensure payments from accounts are made as required in the Contract</li> </ul> </li> <li>Provide access to all relevant procedures and documents for review or audit purposes</li> <li>Notify CSIRO of all Unscheduled Payments in excess of \$500</li> </ul>	<ul style="list-style-type: none"> <li>Number of incidents of improper use through lack of control by Managed Service Provider</li> </ul>	<ul style="list-style-type: none"> <li>Nil</li> </ul>
		<ul style="list-style-type: none"> <li>Instances of fraudulent activity, duplicate payments or misappropriation of CSIRO funds</li> </ul>	<ul style="list-style-type: none"> <li>Nil</li> </ul>
		<ul style="list-style-type: none"> <li>Availability of procedures and documents for review</li> </ul>	<ul style="list-style-type: none"> <li>Available at all times</li> </ul>
		<ul style="list-style-type: none"> <li>Number of Unscheduled Payments in excess of \$500 not notified to CSIRO</li> </ul>	<ul style="list-style-type: none"> <li>Nil</li> </ul>

TASK REQUIRED	TASK DESCRIPTION	SERVICE LEVELS	
		PERFORMANCE MEASURES	MINIMUM PERFORMANCE STANDARDS
Maintenance of records and auditing of transactions	<ul style="list-style-type: none"> <li>• Maintain records of all transactions and invoices and store until approval provided by CSIRO Contract Manager for destruction</li> <li>• In accordance with the Services Provider's normal audit procedures, but at least annually, undertake an independent audit of the Managed Service Provider's records</li> </ul>	• Availability of auditable records for transactions	• Records can be identified for 99% of transactions
		• Appointment of the auditor to be agreed by the CSIRO Contract Manager	• 100%
		• Instances of fraudulent activity, duplicate payments or misappropriation of CSIRO funds	• Nil
		• Records updated on each day that a POE has been paid or public money received	• 100%
Collection of rent and other property related income	<ul style="list-style-type: none"> <li>• Submit report detailing amounts to be invoiced</li> <li>• Collect and receipt rent and all other lease related payments, including contributions to Outgoings, from Subtenants</li> <li>• Bank all rents and all other lease related payments in CSIRO's nominated bank account.</li> <li>• Submit report detailing breakdown of moneys banked</li> <li>• Track late and non-payment. Follow up with CSIRO and resolve as instructed.</li> </ul>	• Maximum percentage of arrears 30 days+ (excluding disputes; or where CSIRO is following-up)	• <3%
		• Number of issues promptly settled	• 100%
		• Number of avoidable legal disputes	• Nil
		• Banking of all collected monies no later than the next Business Day following collection	• Nil occurrence outside minimum

TASK REQUIRED	TASK DESCRIPTION	SERVICE LEVELS	
		PERFORMANCE MEASURES	MINIMUM PERFORMANCE STANDARDS
Payment of rent, Outgoings and Subcontractors	<ul style="list-style-type: none"> <li>• Receive invoices from Subcontractors</li> <li>• Verify and certify that the goods and services set out in the invoice were correctly provided.</li> <li>• Submit invoices in accordance with payment terms where discounts apply</li> <li>• Submit monthly invoice for rent and a consolidated invoice for other Outgoings fortnightly to CSIRO, including authorising payment is due (eg, checking work order on invoice and goods/ services received)</li> <li>• Receive payment from CSIRO</li> <li>• Arrange payment of Outgoings/ Subcontractors within 2 days of receipt from CSIRO and on or prior to due date for rent</li> <li>• Generate payment run as required and review and amend for duplications and omissions</li> </ul>	• Amount of interest or penalties payable due to late payments	• Nil
		• Number of leases compromised through payment defaults	• Nil
		• Number of errors in oncharging to Subtenants	• Nil
		• Number of payments for which CSIRO is not liable	• Nil
		• Disruption to services due to late payment	• Nil
		• Percentage accuracy of payment run	• 100% accurate
		• Number of sustainable complaints from lessors, Subcontractors or other suppliers	• Nil

TASK REQUIRED	TASK DESCRIPTION	SERVICE LEVELS	
		PERFORMANCE MEASURES	MINIMUM PERFORMANCE STANDARDS
Financial Reporting	<ul style="list-style-type: none"> <li>• Monthly Reporting for revenue and expenditure including: <ul style="list-style-type: none"> <li>- budgets to actuals</li> <li>- current month and year to date</li> <li>- broken down by building and revenue/ expenditure type</li> <li>- Property Operating Expenses</li> <li>- consolidated value of lease incentives (eg. free rent)</li> <li>- adjustment for accruals</li> <li>- commentary on variances +/- 5%</li> </ul> </li> <li>• Provide other information and reports as requested by CSIRO Contract Manager</li> <li>• Prepare inputs into CSIRO's annual financial statements as required including accruals detailing (not exhaustive): <ul style="list-style-type: none"> <li>- lease Commitments</li> <li>- Commitments for rent and parking fees</li> <li>- advance revenue (rent) Commitments</li> </ul> </li> </ul>	• Number of inaccuracies in reports	• Nil instances of major errors
		• Number of issues of material importance to CSIRO that are highlighted and appropriate action taken	• 100%
		• Number of reports not provided within CSIRO timelines (including within 5 working days of the end of the month for Monthly Reporting)	• Nil unless prior approval from CSIRO

### **3.3 Facilities Management**

The objectives of the Facilities Management Services are to manage CSIRO's premises and assets to maintain a suitable standard and environment for CSIRO's employees, and its Subtenants and visitors. CSIRO is seeking a responsive and customer focussed service that aims to prevent issues and problems with the standard and environment provided within its properties. CSIRO also aims to achieve best possible value from its existing portfolio through retaining the management of all Subcontractors and suppliers, and close monitoring and management of all building Outgoings.

Repairs and maintenance are categorised and managed as either planned maintenance or Urgent Minor Maintenance (UMM). Preventative maintenance and UMM is expected to be delivered through outsourced Subcontractors. CSIRO staff will manage the Subcontractors from arrival at sites to the completion of their work.

The primary role of Help Desk services is to be a centralised point of contact for all issues relating to the provision of Property Services. Contact can be by phone or via internet portal provided by the Managed Service Provider (as set out in Section 3.3.2). The secondary role is the maintenance of databases that will be used for the monitoring of Subcontractor performance and client satisfaction.

The Help Desk requirement is for availability 24 hours per day, 7 days per week. CSIRO has no preference for dedicated or non-dedicated teams or a mix of both and is open to solutions from the Managed Service Provider that will meet their requirements. All contacts are to be logged as jobs in the Help Desk system and passed to CPS staff to approve the Subcontractor, manage and close.

The Help Desk will be the primary point of contact for all property related queries from CSIRO staff. Queries for matters out of the scope of the Contract (eg, capital works, asset disposal and acquisition, furniture and key replacement) will be forwarded on to CPS for resolution. The Managed Service Provider will work with CSIRO to develop a script for the Help Desk operators.

CSIRO requires that the Help Desk have in place systems to ensure the Help Desk personnel are familiar with the unique requirements of CSIRO, including its properties and the Subcontractors responsible for Building Services and maintenance.

The Managed Service Provider must implement a system, with possible use of online delivery or email systems, to check with CPS personnel that jobs have been completed on-time, to the satisfaction of CSIRO prior to a job being closed.

The response timeframes for service requests for this Contract are as follows:

Priority	Definition	Response time*
Emergency	Any fault or issue that may: <ul style="list-style-type: none"> <li>• be life threatening or cause immediate injury</li> <li>• compromise critical operations or cause a significant interruption to business</li> <li>• compromise critical security or containment barriers</li> <li>• cause significant or critical property or environmental damage</li> </ul>	1 hour
Urgent	Faults or issues that : <ul style="list-style-type: none"> <li>• reduce or impact on operational efficiency and/or may cause property or environmental damage or injury</li> <li>• place CSIRO in a position that could damage its reputation</li> </ul>	4 hours
High	Faults or issues that reduce or impact on comfort and/or may cause property damage or injury	1 working day
Medium	Faults or issues that need attendance but are not critical	2 working days
Low	Minor problems or requests for new/minor work	5 working days

\* Response time is defined as time to arrive on-site and rectify or make safe.

Jobs will be managed by CSIRO and will be closed out (completed) as soon as is practicable.

As an indication of the required service an example outline for the Help Desk process has been provided overleaf.



### **3.3.1 Responsibility of CSIRO**

CSIRO will retain primary responsibility for the following:

- advancing funds to the Managed Service Provider for payment of all contractors' invoices under the arrangements described in Section 3.2 of this SOR
- undertaking building inspections and providing inspection data to the Managed Service Provider to update the PMIS
- monitoring the performance of Subcontractors and closing Help Desk jobs on completion.



### 3.3.2 Responsibility of Managed Service Provider

The Managed Service Provider is responsible for the following tasks:

TASK REQUIRED	TASK DESCRIPTION	SERVICE LEVELS	
		PERFORMANCE MEASURES	MINIMUM PERFORMANCE STANDARDS
Maintain Central Help Desk	<ul style="list-style-type: none"> <li>• Provide facility to receive, action and monitor requests through to completion from CSIRO 24 hours per day, 7 days a week</li> <li>• Monitor/track requests to completion including 'chasing' landlord/ Subcontractor when delayed</li> <li>• For works resulting from requests, follow up post completion to check quality/timeliness of work and to survey client satisfaction before closing each request</li> <li>• Record details of requests, works completed and customer satisfaction to manage Subcontractor performance</li> <li>• Provide after hours call out service for mobilising necessary Subcontractors</li> </ul>	<ul style="list-style-type: none"> <li>• % of requests unactioned or unduly delayed beyond predetermined response times</li> </ul>	<ul style="list-style-type: none"> <li>• No more than 1%</li> </ul>
		<ul style="list-style-type: none"> <li>• % achievement of response timeframes <ul style="list-style-type: none"> <li>- Emergency</li> <li>- Urgent</li> <li>- High</li> <li>- Medium</li> <li>- Low</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• 90% within 1 hour; 100% within 2 hours</li> <li>• 90% within 4 hour; 100% within 8 hours</li> <li>• 90% within 1 working day; 100% within 2 working days</li> <li>• 90% within 2 working days; 100% within 4 working days</li> <li>• 90% within 5 working days; 100% within 10 working days</li> </ul>
		<ul style="list-style-type: none"> <li>• Other specific Help Desk Performance Measures determined in conjunction with Managed Service Provider</li> </ul>	<ul style="list-style-type: none"> <li>• Standards to be agreed eg. <ul style="list-style-type: none"> <li>- % calls unanswered</li> <li>- average call answering times</li> <li>- % requests not followed up</li> </ul> </li> </ul>

TASK REQUIRED	TASK DESCRIPTION	SERVICE LEVELS	
		PERFORMANCE MEASURES	MINIMUM PERFORMANCE STANDARDS
Urgent and Minor Maintenance	<ul style="list-style-type: none"> <li>• Receive requests, allocate to a job (work order) and log into MIS</li> <li>• Identify work requirements</li> <li>• Prioritise work</li> <li>• Where building owner's responsibility, forward to building owner for rectification</li> <li>• Where CSIRO's responsibility, nominate appropriate Subcontractor for CSIRO approval</li> <li>• Issue work order to approved Subcontractor</li> </ul>	• Number of requests unactioned or unduly delayed beyond predetermined response times.	• No more than 1%
		• Instances of non-compliance with regulations and codes	• Nil deviations
		• Disruptions to building or research operations attributable to the performance of the Managed Service Provider	• Nil instances
		• Number of sustainable complaints from tenants	• <5 / building per year
Planned Maintenance	<ul style="list-style-type: none"> <li>• Arrange for the conduct of planned maintenance and repairs</li> <li>• Know Building Owners responsibilities</li> </ul>	• Evidence of avoidable expenditure resulting from inadequate preventative maintenance attributable to the performance of the Managed Service Provider.	• No obviously avoidable expenditure.
		• Disruptions to building or research operations attributable to the performance of the Managed Service Provider	• Nil instances

#### **4. OPTIONAL AND NON-EXCLUSIVE SERVICES**

This section outlines each of the tasks involved in delivering the optional and non-exclusive services. When required, the Managed Service Provider is responsible for delivering the Optional and Non-Exclusive Services to the specified Service Levels as outlined in the tables. CSIRO and the Managed Service Provider will agree to mutually acceptable lead times for the take-up of Optional and Non-Exclusive Services on a case-by-case basis, depending on the scope of the services required and the capacity of the Managed Service Provider.

The Performance Measures and Minimum Performance Standards have been provided to enable the Managed Service Provider to understand the level and quality of service CSIRO expects from the service. It is not intended that all the standards will need to be consistently measured and reported on by the Managed Service Provider, they will more commonly be identified by exception.

Where CSIRO identifies a need to more closely monitor the performance of the Managed Service Provider due to perceptions of poor performance, CSIRO may request the Managed Service Provider to measure and report a selection of Performance Measures to determine whether the Managed Service Provider is achieving the Minimum Performance Standards. The following Optional and Non-Exclusive Services are to be provided On Request only. CSIRO reserves the right to cease the engagement for Optional and Non-Exclusive Services at their discretion.

#### **4.1 Corporate Real Estate Services**

The objectives of the Corporate Real Estate (CRE) Services are to ensure compliance with leasing and ownership obligations and to minimise rental and other accommodation costs where possible. CSIRO currently undertakes all CRE Services internally, but may require assistance from the Managed Services Provider for once-off projects, to cover for medium- to long-term staff absences or on a more permanent basis due to operational requirements.

CSIRO requires proactive planning of all real estate activities, and timely provision of recommendations and other information to ensure CSIRO is able to obtain appropriate approvals and to plan in advance for portfolio requirements. Respondents should note that decisions affecting renewal of leases versus relocations can take up to 18 months and therefore it will be a fundamental requirement that the Managed Services Provider assist CSIRO to plan well in advance of Critical Dates.

CSIRO's portfolio is a mix of owned and leased properties. The objective of CRE is to ensure that all CSIRO's lessee, lessor and building owner obligations are met. Furthermore, the services ensure that property and facilities utilised by CSIRO meet CSIRO's obligations as an employer (ie. duty of care), represent best value for money and reflect current market conditions.

All CRE decisions are made by the CSIRO Executive based on recommendations provided by CPS, in conjunction with the stakeholders. The Service includes all leasing and ownership decisions.

Additionally, CSIRO sub-leases property to ensure best value is obtained from the property portfolio and to obviate dead rent. CPS and/or Business Units are responsible for achieving reasonable rents, entering into sub-leasing arrangements, acting as head-lessor and recovering funds from these sub-tenants, as well as making payments to the Building Owner.

#### **4.1.1 Responsibility of CSIRO**

CSIRO will retain primary responsibility for the following:

- space utilisation and management (value added advice in this area will be well regarded)
- final approval for all new leases, lease renewals, rent reviews, subleases and make good determinations
- final determinations for property acquisition and sales
- approval for any agent, consultant or legal assistance with fees to be reimbursed by CSIRO.

#### 4.1.2 Responsibility of Managed Service Provider

On Request, the Managed Service Provider may be responsible for some or all of the following tasks:

TASK REQUIRED	TASK DESCRIPTION	SERVICE LEVELS	
		PERFORMANCE MEASURES	MINIMUM PERFORMANCE STANDARDS
Building Inspections	<ul style="list-style-type: none"> <li>• Obtain quarterly Certificates of Compliance for essential service compliance with BCA standards from the building owner</li> <li>• Ensure cooling towers are maintained and inspected in accordance with regulations.</li> <li>• Conduct annual non-technical visual inspections of all buildings and fittings, including but not limited to: <ul style="list-style-type: none"> <li>- temperature monitoring</li> <li>- OH&amp;S inspection</li> <li>- general condition reviews</li> <li>- Fire Fighting Equipment compliance with legislation</li> <li>- pest control</li> <li>- cleaning</li> <li>- landlord's compliance with lease</li> </ul> </li> <li>• Conduct technical inspections of CSIRO's owned FP&amp;E and infrastructure to ensure it is properly maintained and fit for purpose</li> <li>• Arrange for highly specialised inspections where required (eg UPS hardware)</li> <li>• Update PMIS with inspection data</li> </ul>	• Instances of buildings not being covered by current Certificates of Compliance less than 3 months old	• Nil instances attributable to the Managed Services Provider
		• Instances of non-compliance with regulations and codes	• Nil instances attributable to the Managed Services Provider
		• % of buildings with current inspections reports	• 100%
		• Accuracy of PMIS	• 95% accurate

TASK REQUIRED	TASK DESCRIPTION	SERVICE LEVELS	
		PERFORMANCE MEASURES	MINIMUM PERFORMANCE STANDARDS
CSIRO as owner	<ul style="list-style-type: none"> <li>• Provide all necessary documentation, information and assistance to CSIRO's nominated agents and/or CSIRO's consultants for: <ul style="list-style-type: none"> <li>– acquisition of freehold property</li> <li>– sale of freehold property</li> <li>– assistance to valuers</li> <li>– review of statutory valuations</li> </ul> </li> <li>• Assist CSIRO in the procurement of relevant agents and/or consultants as required and in accordance with Section 4.4 of this SOR</li> </ul>	• Number of sustainable complains from CSIRO's nominated agents and/or consultants	• Nil
		• Instances of requests for documentation being unactioned or unduly delayed beyond predetermined response times	• Nil instances
		• Number of issues escalated to CSIRO that could have been handled by Managed Services Provider	• Nil
		• % of issues of material importance to CSIRO that are highlighted and appropriate action taken	• 100%
		• Number of savings opportunities missed	• Nil
Owner representation	<ul style="list-style-type: none"> <li>• Deal with all enquiries from statutory and other interested parties as they relate to CSIRO's ownership of property, including but not limited to: <ul style="list-style-type: none"> <li>– Town planning advices</li> <li>– Local Government Notices</li> <li>– Adjoining owner enquiries/conflict</li> <li>– Statutory responses</li> </ul> </li> </ul>	• % of statutory obligations met	• 100%
		• % of appeals/objections lodged on time	• 100%
		• % of issues of material importance to CSIRO that are highlighted and appropriate action taken	• 100%
		• Number of avoidable legal disputes	• Nil
		• Number of issues escalated to CSIRO that could have been handled by Managed Services Provider	• Nil

TASK REQUIRED	TASK DESCRIPTION	SERVICE LEVELS	
		PERFORMANCE MEASURES	MINIMUM PERFORMANCE STANDARDS
Charges and licences	<ul style="list-style-type: none"> <li>• Review and pay all statutory rates and taxes, including land tax and emergency services levy on CSIRO's behalf in accordance with Section 3.2 of the Statement of Requirement</li> <li>• Maintain and administer a register of water, telecommunications, signage and other licences.</li> <li>• Hold all original licences.</li> <li>• Make licences available to CSIRO online.</li> <li>• Provide CSIRO with access to original hardcopy licences as required.</li> <li>• Provide assistance in the purchase or sale of licences as requested by CSIRO including, but not limited to, provision of the necessary documentation, information and assistance to CSIRO personnel.</li> <li>• Renew licences as required.</li> </ul>	• Number of instances or occurrences of missing or incomplete/ inaccurate documentation	• Nil
		• Availability of register of documentation for CSIRO audit or review	• 100% of the time
		• Number of instances or occurrences of breaches of Legal and Statutory Regulations	• Nil
		• Number of significant inaccuracies	• Nil
		• Number of instances or occurrences where requests for documentation are unactioned or unduly delayed beyond predetermined response times	• Nil
		• Number of licences renewed prior to expiry	• 100%



TASK REQUIRED	TASK DESCRIPTION	SERVICE LEVELS	
		PERFORMANCE MEASURES	MINIMUM PERFORMANCE STANDARDS
New Leases	<ul style="list-style-type: none"> <li>On advice from the CSIRO Contract Manager source new or alternative premises, negotiate lease terms and provide recommendation for CSIRO approval</li> <li>Provide advice on valuation of new lease</li> <li>Provide information required for financial approvals, such as under the CAC Act.</li> <li>Provide suitability/ condition reports on premises</li> <li>Prepare Heads of Agreement for CSIRO approval</li> <li>Prepare draft lease for CSIRO approval</li> </ul>	<ul style="list-style-type: none"> <li>% of new leases secured within agreed timeframes and budget</li> </ul>	<ul style="list-style-type: none"> <li>100% unless prior approval from CSIRO Contract Manager</li> </ul>
		<ul style="list-style-type: none"> <li>% of new leases which comply with CSIRO standard terms or pre-agreed variations</li> </ul>	<ul style="list-style-type: none"> <li>100% unless prior approval from CSIRO Contract Manager</li> </ul>
		<ul style="list-style-type: none"> <li>Lease terms are consistent with current market practice</li> </ul>	<ul style="list-style-type: none"> <li>100% unless prior approval from CSIRO Contract Manager</li> </ul>
		<ul style="list-style-type: none"> <li>% of rent (and other whole of life costs) negotiated at or lower than demonstrated market levels</li> </ul>	<ul style="list-style-type: none"> <li>100% unless prior approval from CSIRO Contract Manager</li> </ul>
		<ul style="list-style-type: none"> <li>% of issues of material importance to CSIRO highlighted and appropriate action taken</li> </ul>	<ul style="list-style-type: none"> <li>100%</li> </ul>
		<ul style="list-style-type: none"> <li>Number of avoidable legal disputes attributable to inadequate lease terms</li> </ul>	<ul style="list-style-type: none"> <li>Nil</li> </ul>

TASK REQUIRED	TASK DESCRIPTION	SERVICE LEVELS	
		PERFORMANCE MEASURES	MINIMUM PERFORMANCE STANDARDS
Lease Renewals/ Options	<ul style="list-style-type: none"> <li>• Maintain Critical Dates diary to provide CSIRO notice of renewals/options: <ul style="list-style-type: none"> <li>• &gt;10,000m<sup>2</sup> – 18mths</li> <li>• &gt;1,000m<sup>2</sup> – 12mths</li> <li>• &lt;1,000m<sup>2</sup> – 6mths</li> </ul> </li> <li>(prior to notification date in lease)</li> <li>• Provide 'due diligence' advice for all properties on lease renewal options/alternatives including market rental estimates at a period decided by CSIRO that is prior to lease expiry</li> <li>• On advice from CSIRO, exercise option or negotiate new/alternative lease terms</li> </ul>	• Advice provided within agreed timeframes	• 100% compliance unless prior approval from CSIRO Contract Manager
		• Degree of accuracy in market assessments	• ± 5%
		• % of leases with completed documentation	• 100%
		• Evidence of viable opportunities overlooked	• Nil
		• Number of options missed	• Nil
		• Number of renewals / options exercised within initially agreed budget range	• 100% compliance unless prior approval from CSIRO Contract Manager
		• Notice of renewals/ options provided 6/12/18 months in advance of notification date in lease	• 100% achievement
		• Number of issues of material importance to CSIRO highlighted and appropriate action taken.	• 100%
		• Number of avoidable legal disputes	• Nil
		• Number of issues escalated to CSIRO that could have been handled by Managed Services Provider	• Nil

TASK REQUIRED	TASK DESCRIPTION	SERVICE LEVELS	
		PERFORMANCE MEASURES	MINIMUM PERFORMANCE STANDARDS
Rent Reviews	<ul style="list-style-type: none"> <li>• Maintain Critical Dates diary to provide CSIRO notice of rent reviews: <ul style="list-style-type: none"> <li>• &gt;10,000m<sup>2</sup> – 18mths</li> <li>• &gt;1,000m<sup>2</sup> – 12mths</li> <li>• &lt;1,000m<sup>2</sup> – 6mths</li> </ul> </li> <li>(prior to notification date in lease)</li> <li>• Represent CSIRO as lessee in market rent review negotiations and if required, represent CSIRO in formal determination procedures.</li> <li>• Where required (eg. market reviews and disputed reviews) provide valuation report.</li> <li>• Provide suitability/ condition reports on premises.</li> <li>• Review and implement fixed/CPI based reviews as submitted by lessors and advise CSIRO outcome.</li> <li>• Notify CSIRO when a formal notice of dispute is received.</li> <li>• Maintain details of rent changes in the PMIS database</li> </ul>	• Percentage of rents negotiated at or better than demonstrated market levels.	• 100%
		• Number of determinations settled in the favour of CSIRO.	• No less than 90%
		• Notice of renewals/ options provided 6/12/18 months in advance of notification date in lease	• 100% achievement
		• Number of issues of material importance to CSIRO highlighted and appropriate action taken.	• 100%
		• Number of avoidable legal disputes.	• Nil
		• Accuracy of condition reports	• 100%
		• Number of issues escalated to CSIRO that could have been handled by Managed Services Provider.	• Nil
		• Accuracy of information in PMIS	• 100%

TASK REQUIRED	TASK DESCRIPTION	SERVICE LEVELS	
		PERFORMANCE MEASURES	MINIMUM PERFORMANCE STANDARDS
Lease Terminations and Expiry	<ul style="list-style-type: none"> <li>• Maintain Critical Dates diary to provide CSIRO notice of expiry dates and provide advice on make good obligations and implications: <ul style="list-style-type: none"> <li>• &gt;10,000m2 – 18mths</li> <li>• &gt;1,000m2 – 12mths</li> <li>• &lt;1,000m2 – 6mths</li> </ul> </li> <li>(prior to notification date in lease)</li> <li>• Manage and negotiate make-good and all other lease termination obligations at expiry of lease</li> <li>• Where CSIRO chooses to vacate prior to lease expiry, negotiate payout of lease residual or sub-lease/assign remaining term and recover statutory charges where applicable</li> <li>• Discontinue relevant services as required.</li> </ul>	• Amount of hold over penalty rent payable beyond lease expiry.	• Nil (or variation where agreed)
		• Percentage of make good completed or payout negotiated at best price.	• 100%
		• Percentage of residual issues promptly settled with no ongoing conflict or liability to lessors.	• 100% unless prior approval from CSIRO Contract Manager
		• Number of payouts negotiated no worse than NPV of remaining commitment at agreed discount rate	• 100%
		• Dollar amount of sub-leases / assignments at full or best recovery as agreed by CSIRO.	• To be agreed, as per budget for each occasion.
		• Notice of renewals/ options provided 6/12/18 months in advance of notification date in lease	• 100% achievement
		• Number of issues escalated to CSIRO that could have been handled by Managed Services Provider.	• Nil
		• Number of avoidable legal disputes.	• Nil

TASK REQUIRED	TASK DESCRIPTION	SERVICE LEVELS	
		PERFORMANCE MEASURES	MINIMUM PERFORMANCE STANDARDS
Lessee Representation	<ul style="list-style-type: none"> <li>Deal with <u>all</u> lessor and other interested parties' enquiries / issues as they relate to CSIRO and client use and occupation of leasehold property. Including but not limited to: <ul style="list-style-type: none"> <li>- advice on BAs/DAs on adjoining / neighbouring properties</li> <li>- statutory enquiries</li> <li>- confirmation of appropriate insurance levels</li> <li>- repairs and maintenance (refer to Sections 3.3 and 4.2 of this SOR).</li> </ul> </li> <li>Provide advice annually as part of budgeting process on the appropriateness of all statutory charges and provide advice on actions taken</li> </ul>	<ul style="list-style-type: none"> <li>Number of issues of material importance to CSIRO that are highlighted and appropriate action taken.</li> </ul>	<ul style="list-style-type: none"> <li>100%</li> </ul>
		<ul style="list-style-type: none"> <li>Number of avoidable legal disputes.</li> </ul>	<ul style="list-style-type: none"> <li>Nil</li> </ul>
		<ul style="list-style-type: none"> <li>Number of incidences where CSIRO's position compromised through lack of or late action.</li> </ul>	<ul style="list-style-type: none"> <li>Nil</li> </ul>
		<ul style="list-style-type: none"> <li>Number of issues escalated to CSIRO that could have been handled by Managed Services Provider.</li> </ul>	<ul style="list-style-type: none"> <li>Nil</li> </ul>
		<ul style="list-style-type: none"> <li>Evidence of requests for documentation unactioned or unduly delayed beyond predetermined response times.</li> </ul>	<ul style="list-style-type: none"> <li>Nil instances</li> </ul>
		<ul style="list-style-type: none"> <li>Number of sustainable complaints from CSIRO staff</li> </ul>	<ul style="list-style-type: none"> <li>&lt;2 / year</li> </ul>
		<ul style="list-style-type: none"> <li>Net percentage of statutory costs saved</li> </ul>	<ul style="list-style-type: none"> <li>Cost of appeal / challenge recovered in lower statutory charges within one year</li> </ul>

TASK REQUIRED	TASK DESCRIPTION	SERVICE LEVELS	
		PERFORMANCE MEASURES	MINIMUM PERFORMANCE STANDARDS
Management of subleases	<ul style="list-style-type: none"> <li>Identify opportunities to sublet surplus space and provide advice on cost/benefit considering whole of life costs including cost of fit-out</li> <li>Source suitable Subtenants</li> <li>As required, develop Sublease agreements with Subtenants</li> <li>Manage all obligations of CSIRO as Lessor</li> <li>Manage and monitor compliance of Subtenants with Subleases</li> <li>Represent CSIRO in dealings with Subtenants</li> <li>Manage Lease Terminations and Expiry including negotiating make-good and all other lease termination Commitments at expiry or sooner determination of leases.</li> <li>Deal with <u>all</u> Subtenant enquiries/issues as they relate to their use/occupation of properties. Including, but not limited to: <ul style="list-style-type: none"> <li>- advice on BAs/DAs on adjoining / neighbouring properties</li> <li>- repairs and maintenance</li> <li>- assignments</li> <li>- sub-leases</li> <li>- fit-out approval</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>Benefits of subletting outweigh costs</li> </ul>	<ul style="list-style-type: none"> <li>Sublease revenue greater than establishment/ operation cost across Sublease term</li> </ul>
		<ul style="list-style-type: none"> <li>Level of rent negotiated relative to agreed limits</li> </ul>	<ul style="list-style-type: none"> <li>Achieve market rents or better as agreed on each occasion.</li> </ul>
		<ul style="list-style-type: none"> <li>Instances of non-compliance with Sublease</li> </ul>	<ul style="list-style-type: none"> <li>Nil</li> </ul>
		<ul style="list-style-type: none"> <li>Number of instances of statutory obligations not met.</li> </ul>	<ul style="list-style-type: none"> <li>Nil</li> </ul>
		<ul style="list-style-type: none"> <li>Number of issues escalated to CSIRO that could have been handled by Managed Services Provider.</li> </ul>	<ul style="list-style-type: none"> <li>Nil</li> </ul>
		<ul style="list-style-type: none"> <li>Number of issues of material importance to CSIRO highlighted and appropriate action taken.</li> </ul>	<ul style="list-style-type: none"> <li>100%</li> </ul>
		<ul style="list-style-type: none"> <li>Number of avoidable legal disputes.</li> </ul>	<ul style="list-style-type: none"> <li>Nil</li> </ul>
		<ul style="list-style-type: none"> <li>Number of instances of statutory obligations not met.</li> </ul>	<ul style="list-style-type: none"> <li>Nil</li> </ul>
		<ul style="list-style-type: none"> <li>Number of sustainable complaints from Subtenants.</li> </ul>	<ul style="list-style-type: none"> <li>No more than 1 / year</li> </ul>

TASK REQUIRED	TASK DESCRIPTION	SERVICE LEVELS	
		PERFORMANCE MEASURES	MINIMUM PERFORMANCE STANDARDS
Car parking and other leases/licences	<ul style="list-style-type: none"> <li>• Manage all obligations of CSIRO under the parking and other leases/licences</li> <li>• Manage the termination of parking and other leases/licences</li> <li>• As required by CSIRO, negotiate and establish leases/ licences for additional parking and other requirements</li> <li>• As required, arrange for subleasing of surplus parking within CSIRO buildings</li> </ul>	• Number of new leases/licences secured within agreed timeframes and budget.	• 100%
		• Percentage of rents negotiated at or lower than demonstrated market levels.	• 100% (or variations where agreed)
		• Number of issues of material importance to CSIRO highlighted and appropriate action taken.	• 100%
Lease Documentation Management and PMIS	<ul style="list-style-type: none"> <li>• Manage lease documentation through to execution</li> <li>• Provide CSIRO with original executed / registered leases and agreements</li> <li>• Maintain copies of leases and all other correspondence and agreements relevant to CSIRO's leases</li> <li>• Ensure all lease documentation complies with all legislation and policies applicable to leases involving the Commonwealth, including CAC Act</li> <li>• Maintain a Property Management Information System (PMIS) for CSIRO portfolio (refer Section 3.1 of this SOR)</li> </ul>	• Original of lease provided to CSIRO immediately following execution	• 100% compliance
		• Leases overdue for execution by landlord are followed up	• Evidence of follow up occurring in 100% of cases
		• Availability of documentation 'in-train' available for CSIRO or audit review at all times.	• 100% availability
		• Number of breaches of statutory or regulatory obligations	• Nil
		• Compliance of lease documentation with applicable legislation	• 100% compliance

## 4.2 Facilities Management and Building Services

The services involved include on-site FM services, building inspection services, building services, energy and environmental services, tenant moves and the management of vacant space. All of these services are currently performed by CSIRO staff, but there may be a reason to engage the Managed Service Provider during the Contract Term, for example due to:

- assistance being required during peak periods of workflow
- back-fill required due to staff absence or leave
- requirement for expertise.

CSIRO manages the delivery of on-site FM services to its sites. CSIRO has required third-party assistance in back-filling these roles during times when employees are on medium- to long-term leave. Similarly CSIRO currently undertakes the planning of all planned maintenance internally. It is envisaged that the Managed Service Provider may be called upon to provide this service during the Contract Term.

Building inspection services ensure that landlords are meeting their obligations under the lease terms, CSIRO meets its duty of care in respect to building compliance and that CSIRO's fixed plant and equipment (FP&E) is properly maintained and fit for service. Building inspections are undertaken for all CSIRO properties.

Building services covering the management, supervision and delivery of ancillary facilities services such as cleaning, recyclable waste, removals, pest control etc.

The management of vacant space is currently undertaken internally, on an as needed basis. CSIRO envisages a scenario where it will require a more structured approach, which may require a third party.

Tenant moves and relocations may be prompted by a reallocation of office accommodation or a move into new accommodation. Relocation involves the movement of boxes, office equipment and loose furniture. Major relocations may also include the development of relocation plans, provision of costed proposals and implementation of the move. A removalist is normally engaged to provide the labour, equipment, boxes and labels to facilitate the move. Moves are normally conducted to avoid interruptions to the operations of CSIRO (and other tenants) within that building. Currently this process is managed by CSIRO.



#### **4.2.1 Responsibility of CSIRO**

CSIRO will retain primary responsibility for the delivery of all of the services listed below. It may call on the Managed Service Provider during the Contract Term.

#### 4.2.2 Responsibility of Managed Service Provider

On Request, the Managed Service Provider may be responsible for some or all of the following tasks:

TASK REQUIRED	TASK DESCRIPTION	SERVICE LEVELS	
		PERFORMANCE MEASURES	MINIMUM PERFORMANCE STANDARDS
On-site Facilities Management, including after-hours call-out	<ul style="list-style-type: none"> <li>Provision of a full-time on-site FM during normal business hours (replacement on-site FM to be provided on same contact number if FM is unavailable for longer than 1 day)</li> <li>FM to be available after-hours: <ul style="list-style-type: none"> <li>to be contactable by mobile phone</li> <li>attendance on-site upon request or in event of emergency</li> </ul> </li> <li>Serve as the primary point of contact on behalf of the Managed Service Provider for the provision of all services to that property.</li> <li>Receive and respond to all requests for services from Tenants.</li> </ul>	<ul style="list-style-type: none"> <li>Availability of FM (or replacement) during normal business hours <ul style="list-style-type: none"> <li>by phone</li> <li>attendance within 10 minutes</li> <li>attendance within 1 hour</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>100%</li> <li>75%</li> <li>100%</li> </ul>
		<ul style="list-style-type: none"> <li>Availability of FM (or replacement) outside normal business hours <ul style="list-style-type: none"> <li>by phone</li> <li>attendance for emergencies</li> <li>attendance for routine requests</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>100%</li> <li>100% within 1 hour</li> <li>100% within 3 hours</li> </ul>
		<ul style="list-style-type: none"> <li>Percentage of requests actioned within agreed timeframes</li> </ul>	<ul style="list-style-type: none"> <li>100% unless prior agreement obtained from Customer</li> </ul>
Planned Maintenance	<ul style="list-style-type: none"> <li>Analyse PMIS fault reporting and building inspections data</li> <li>Prepare Annual Maintenance Plan for preventative, cyclical, programmed and corrective maintenance for CSIRO FP&amp;E and submit for CSIRO approval</li> </ul>	<ul style="list-style-type: none"> <li>Evidence of avoidable expenditure resulting from inadequate preventative maintenance.</li> </ul>	<ul style="list-style-type: none"> <li>No obviously avoidable expenditure.</li> </ul>
		<ul style="list-style-type: none"> <li>Disruptions to building or research operations attributable to the performance of the Managed Service Provider</li> </ul>	<ul style="list-style-type: none"> <li>Nil instances</li> </ul>
		<ul style="list-style-type: none"> <li>Instances of non-compliance with regulations and codes</li> </ul>	<ul style="list-style-type: none"> <li>Nil deviations</li> </ul>
		<ul style="list-style-type: none"> <li>Maintenance conducted in accordance with original equipment manufacturer's specification</li> </ul>	<ul style="list-style-type: none"> <li>100% compliance unless prior approval obtained from CSIRO</li> </ul>

TASK REQUIRED	TASK DESCRIPTION	SERVICE LEVELS	
		PERFORMANCE MEASURES	MINIMUM PERFORMANCE STANDARDS
Building Services	<ul style="list-style-type: none"> <li>• Arrange for the delivery of building services and manage performance of Subcontractors, including but not limited to:               <ul style="list-style-type: none"> <li>- general office cleaning</li> <li>- speciality cleaning</li> <li>- heating, ventilation and air-conditioning</li> <li>- computer room cleaning</li> <li>- test &amp; tag (electrical)</li> <li>- HVAC</li> <li>- sanitary disposal</li> <li>- waste management:</li> <li>- paper recycling – general and confidential (general recycling may be added)</li> <li>- pest control</li> <li>- maintenance of Fire Fighting Equipment &amp; Alarms</li> </ul> </li> </ul>	• Number of sustainable complaints from CSIRO staff	• <5 per Site per month
		• Number of requests unactioned or unduly delayed beyond predetermined response times.	• No more than 1%
		• Evidence of deviation from OH&S policies / regulations	• Nil
		• Accuracy of information	• Nil instances of significant errors attributable to Managed Service Provider

TASK REQUIRED	TASK DESCRIPTION	SERVICE LEVELS	
		PERFORMANCE MEASURES	MINIMUM PERFORMANCE STANDARDS
Management of vacated space	<ul style="list-style-type: none"> <li>• Develop and manage access, security and cleaning protocols to secure vacated space.</li> <li>• Disconnect all utilities, services and HVAC as appropriate</li> <li>• Develop and manage access, security and cleaning protocols</li> <li>• Arrange for lift access by key only</li> <li>• Arrange and manage security of premises</li> </ul>	• Number of requests unactioned or unduly delayed beyond predetermined response times	• Nil
		• Number of sustainable complaints from Project Managers and CSIRO	• Minimal complaints (measures to be agreed)
		• Number of issues of material importance to CSIRO that are highlighted and appropriate action taken	• 100%
Tenant moves, including furniture removal	<ul style="list-style-type: none"> <li>• Coordinate relocations, including but not limited to: <ul style="list-style-type: none"> <li>- preparing relocation plans and costed proposals for major relocations</li> <li>- arrange provision of workstations, and all other furniture and fittings</li> <li>- access CSIRO contracts for removalists</li> <li>- oversight removal process in accordance with agreed plan, budget and timelines</li> </ul> </li> </ul>	• Interruptions to CSIRO operations	• Nil instances of avoidable interruptions
		• Number of complaints regarding coordination of relocation	• Nil sustainable complaints attributable to provider
		• Relocation completed within agreed budget and timelines	• 100% unless prior approval
		• Customer satisfaction with relocations	• Average rating of "meets expectations"
		• Invoices processed within 1 month of job completion	• 100%

### **4.3 Capital Works**

CPS arranges, on an as required basis, Minor Works to be undertaken, including Project Management. These generally have a value of up to \$250,000. The Managed Service Provider may be required to manage the delivery of Minor Works across the portfolio.

The Managed Service Provider will be required to oversight Minor Works projects at the request of CSIRO to ensure the projects are delivered to budget and timeframe. The Managed Service Provider will provide the expertise to ensure that projects are appropriately costed, including the project management fee, management of timeframe slippages from CSIRO's perspective, cost variations and management of CSIRO's stakeholders

Works involving less than \$5,000 expenditure, or maintenance or Engineering Services performed on FP&E are considered to be either Urgent Minor Maintenance or Planned Maintenance and are addressed separately in Section 3.3 of this SOR.

#### **4.3.1 Responsibility of CSIRO**

CSIRO will retain primary responsibility for the following:

- development and approval of the Minor Works program with input from the Managed Service Provider;
- final approval for all briefs, designs, plans and cost estimates; and
- final approval for engagement of all CSIRO Contractors and Service Contractors including specialists (eg. architects).

#### 4.3.2 Responsibility of Managed Service Provider

On Request, the Managed Service Provider may be responsible for some or all of the following tasks:

TASK REQUIRED	TASK DESCRIPTION	SERVICE LEVELS	
		PERFORMANCE MEASURES	MINIMUM PERFORMANCE STANDARDS
Project Manage Minor Works	<ul style="list-style-type: none"> <li>• Project manage small or less complex projects, including but not limited to:               <ul style="list-style-type: none"> <li>- Preparation of project plan</li> <li>- Liaising with CSIRO on design</li> <li>- Arranging detailed design and documentation</li> <li>- Engaging Subcontractors, CSIRO Contractors or Service Contractors for design, construction and trades packages</li> <li>- Obtaining necessary approvals from CSIRO</li> <li>- Managing delivery by Subcontractors, CSIRO Contractors or Service Contractors to budget and timeframes</li> <li>- Coordinating interfaces between Subcontractors, CSIRO Contractors or Service Contractors and CSIRO</li> <li>- Quality assuring and signing-off all work</li> <li>- Coordinating handover, acceptance and defects liability periods</li> <li>- Adherence to Work Health and Safety requirements</li> </ul> </li> </ul>	• Number of CSIRO Contracts or Service Contracts not in place	• Nil
		• Number of instances where the variation between actual project expenditure and budget is greater than 5%	• Nil unapproved instances
		• Percentage achievement of approved project timeframes	• 100%
		• Disruptions to building operations or CSIRO's operations due to poor planning	• Nil unless prior approval obtained from the Department
		• Number of faults not rectified in accordance with warranties	• Nil
		• Percentage of instances where documents, manuals, plans and drawings exist and are accessible for all projects	• 100%
		• Avoidable disruptions, such as LTI, due to Work Health and Safety practices	• Nil

#### **4.4 Subcontractor Management**

The objective of the Subcontractor Management service is to procure Managed Service Providers (Subcontractors) to deliver building services and preventative and reactive maintenance services, suppliers of utilities and specialist expertise.

CSIRO has a mandatory requirement that procurement processes are conducted in accordance with appropriate procurement guidelines and will require evidence that the guidelines have been adhered to in each procurement process prior to providing approval for the procurement process and engagement of Subcontractors. Value for money is the core principle of those guidelines supported by the underlying principles of efficiency and effectiveness; accountability and transparency; ethics; and industry development. The provision of information in a timely manner is also critical to provide CSIRO with sufficient time to obtain the necessary approvals. The Managed Service Provider should note that timeframes to obtain CSIRO approvals can involve extended periods depending on the value and complexity of the procurement and must factor this into their procurement planning.

Conflict of interest is an important consideration in the procurement process. The Managed Service Provider should note the conflict of interest requirements as outlined at Section 2.1.3.

Further information in relation to the procurement guidelines can be obtained from CSIRO's Representative.

##### **4.4.1 Responsibility of CSIRO**

CSIRO will retain primary responsibility for the following:

- All activities related to the procurement of utility and energy contract
- Approvals for procurement processes and engagement of Subcontractors
- Approvals for terminations of Subcontractors
- Management of the performance of Subcontractors.

#### 4.4.2 Responsibility of Managed Service Provider

On Request, the Managed Service Provider may be responsible for some or all of the following tasks:

TASK REQUIRED	TASK DESCRIPTION	SERVICE LEVELS	
		PERFORMANCE MEASURES	MINIMUM PERFORMANCE STANDARDS
Procurement, Renewal and Termination of Subcontractors	<ul style="list-style-type: none"> <li>• Develop an Annual Procurement Plan for all contracts to be established / renewed, to achieve best value for money for CSIRO (including bundling for efficiencies where applicable and replacing under performing Subcontractors), and submit for approval</li> <li>• Manage all aspects of the procurement of Subcontractors</li> <li>• Procure/engage other suppliers and expertise as required</li> <li>• Obtain legal sign-off of documentation where required by CSIRO</li> <li>• Submit preferred tenderers for approval by CSIRO.</li> <li>• Renew contracts with existing providers where provides best value</li> <li>• Terminate contracts following approval from CSIRO</li> <li>• Establish and renew Panel arrangements</li> <li>• Comply with the Commonwealth Procurement Guidelines and the CSIRO Procurement Guidelines</li> <li>• Unless otherwise agreed, use the CSIRO's procurement templates</li> </ul>	• Unauthorised departures from procurement protocols	• Nil
		• Procurement processes conducted in accordance with tender plan	• Nil departures without prior approval of CSIRO
		• % of Subcontractors with documented current contracts	• 100%
		• Instances of expired contracts	• Nil
		• Contracts to reflect current industry best practice and accepted standards	• No unauthorised significant departures from widely accepted standards
		• Procurement processes demonstrate achievement of best value for money for CSIRO by considering both technical merit and cost	• 100% compliance
		• Number of avoidable legal disputes	• Nil



#### 4.5 Environmental Management

CSIRO is responsible for developing and implementing an Environmental Management System (EMS) designed to monitor and reduce the impact of CSIRO business on the environment. In addition, CSIRO has an Environmental Sustainability Strategy (ESS), focussed on reducing carbon emissions, water consumption and waste to landfill. The EMS and ESS include energy, water and waste management initiatives, purchasing policies and the control of other ozone depleting substances.

CSIRO's objective is to reduce the environmental impact of Government operations, as well as obtaining best value for money from its suppliers. This service entails:

- Monitoring the impact of CSIRO business on the environment;
- Identifying, costing and, where cost effective, implementing environmental initiatives;
- Assisting with the preparation of business cases to obtain funding for the implementation of major environmental initiatives;
- Reviewing and reporting on CSIRO's environmental management impacts;
- Reviewing and reporting separately on CSIRO's energy and water management and consumption, and waste generation;
- Reporting on CSIRO's energy consumption for the National Greenhouse and Energy Reporting Scheme (NGERS) and achievement of the Measures for Improving Energy Efficiency in Government Operations initiative, as part of its parliamentary reporting requirements; and
- Preparing literature and articles for inclusion in internal and external publications as part of either staff education programs or marketing of CSIRO environmental issues.

#### **4.5.1 Responsibility of CSIRO**

CSIRO will retain primary responsibility for the following:

- Development of a strategic EMS. Input may be sought from the Service Provider as required to prepare this program.
- Approval for contracts with energy, water and waste management suppliers.
- Approval for engagement of specialists for such things as energy and water audits.

#### 4.5.2 Responsibility of Service Provider

The Service Provider is responsible for the following tasks:

TASK REQUIRED	TASK DESCRIPTION	SERVICE LEVELS	
		PERFORMANCE MEASURES	MINIMUM PERFORMANCE STANDARDS
Environmental Management System (EMS)	<ul style="list-style-type: none"> <li>• Provide information and statistics that will assist CSIRO in the development of CSIRO's EMS</li> <li>• Assist CSIRO to identify opportunities to minimise the environmental impacts from its operations.</li> <li>• Implement components of CSIRO's EMS and assist with EMS compliance including, but not limited to: <ul style="list-style-type: none"> <li>- applying EMS principles in procurement and evaluation of tenders</li> <li>- ensuring Subcontractors comply with relevant EMS</li> </ul> </li> <li>• Prepare literature and articles for inclusion in internal and external publications</li> <li>• Arrange energy, water and audits</li> <li>• Provide advice on aspects of CSIRO's responsibilities with regard to the National Australian Built Environment Rating System (NABERS).</li> </ul>	• Deliverables provided within agreed timeframes	• 100% unless prior approval obtained from CSIRO Contract Manager
		• Deliverables provided in accordance with CSIRO brief	• 100% unless prior approval obtained from CSIRO Contract Manager
		• Subcontracts and Subcontractors comply with all elements of EMS	• 100% compliance unless prior approval obtained from CSIRO Contract Manager
Green Leasing	<ul style="list-style-type: none"> <li>• Assist with the preparation of green lease schedules and with representation on building committees</li> </ul>	• Deliverables provided within agreed timeframes	• 100% unless prior approval obtained from CSIRO Contract Manager

TASK REQUIRED	TASK DESCRIPTION	SERVICE LEVELS	
		PERFORMANCE MEASURES	MINIMUM PERFORMANCE STANDARDS
Energy Management	<ul style="list-style-type: none"> <li>• compile and report on energy (including electricity, gas, LPG, standby and vehicle fuels) consumption covering:               <ul style="list-style-type: none"> <li>- energy usage and emissions by site, CSIRO business unit and energy type (usage to be shown in MJ, MJ/staff member and MJ/m2) including calculating CSIRO share of consumption where buildings are not separately metered</li> <li>- average price per unit</li> </ul> </li> <li>• Collation and reporting of other agreed energy data (e.g. on-site generation)</li> <li>• Compile energy consumption data for CSIRO's energy compliance reporting, including the National Greenhouse and Energy Report, Energy Efficiency Opportunities program and Whole of Government Report, including OSCAR reporting</li> <li>• Provide information as required explaining increases and decreases in consumption</li> <li>• analyse energy consumption and identify and cost opportunities to improve energy efficiency</li> <li>• Submit costed recommendations for CSIRO approval</li> <li>• Implement energy initiatives in agreement with CSIRO</li> <li>• On request, identify and act on opportunities to have CSIRO's tenancies separately metered within buildings</li> <li>• Provide creative energy purchase recommendations</li> </ul>	• Opportunities are capitalised upon	• Nil instances of identified opportunities left unexplored
		• Initiatives lead to improved efficiency	• Demonstrated improvements in 100% of instances
		• Opportunities for bundling supply contracts and leveraging existing contracts are maximised	• Nil instances of missed opportunities to reduce energy prices in supply contracts
		• Accuracy of energy data	• Energy data reported by provider is verifiable to greater than 95% confidence level
		• Quality of energy reporting	• Energy reports are in agreed format and level of quality
		• Greenhouse gas emission factors	• Emission factors kept up to date
		• Accuracy of information	• Nil instances of significant errors attributable to Service Provider

TASK REQUIRED	TASK DESCRIPTION	SERVICE LEVELS	
		PERFORMANCE MEASURES	MINIMUM PERFORMANCE STANDARDS
Water Management	<ul style="list-style-type: none"> <li>• compile and report on water (mains, trade waste and non-mains) consumption covering:               <ul style="list-style-type: none"> <li>- water usage by site, CSIRO business unit and water type (usage to be shown in kL, kL/staff member, kL/m<sup>2</sup>) including calculating CSIRO share of consumption where buildings are not separately metered</li> <li>- average price per unit</li> </ul> </li> <li>• Provide information as required explaining increases and decreases in consumption</li> <li>• Analyse water consumption and identify and cost opportunities to improve energy efficiency</li> <li>• Submit costed recommendations for CSIRO approval</li> <li>• Implement water initiatives in agreement with CSIRO</li> <li>• Identify and act on opportunities to have CSIRO's tenancies separately metered within buildings</li> <li>• Provide creative water purchase recommendations</li> <li>• On request, assist with negotiation of water supply and trade waste contracts for CSIRO sites, including where buildings are separately metered</li> </ul>	• Opportunities are capitalised upon	• Nil instances of identified opportunities left unexplored
		• Initiatives lead to improved efficiency	Demonstrated improvements in 100% of instances
		• Accuracy of water data	• Water data reported by provider is verifiable to greater than 95% confidence level
		• Quality of water reporting	• Water reports are in agreed format and level of quality
		• Opportunities for reduced water and trade waste pricing are maximised	• Nil instances of missed opportunities to reduce water and trade waste costs in supply contracts

TASK REQUIRED	TASK DESCRIPTION	SERVICE LEVELS	
		PERFORMANCE MEASURES	MINIMUM PERFORMANCE STANDARDS
Waste Management	<ul style="list-style-type: none"> <li>• Maintain and record waste generation and recycling data by waste type (e.g. waste to landfill, paper/cardboard, comingled, organics)</li> <li>• compile and report on waste generation covering:</li> <li>• waste generation by site, CSIRO business unit and waste type (shown in kg and m<sup>3</sup>, per staff member) including calculating CSIRO share of generation where buildings are not separately tenanted</li> <li>• Compile waste generation data for CSIRO's waste compliance reporting, including the Australian Packaging Covenant report</li> <li>• Identify opportunities to minimise waste generation and maximise recycling</li> <li>• Submit costed recommendations for CSIRO approval</li> <li>• Implement waste initiatives in agreement with CSIRO</li> <li>• Assist CSIRO with negotiation of waste management contracts</li> </ul>	• Opportunities are capitalised upon	• Nil instances of identified opportunities left unexplored
		• Initiatives lead to waste reductions	Demonstrated reductions in 100% of instances
		• Accuracy of waste data	• Waste data reported by provider is verifiable to greater than 95% confidence level
		• Quality of waste reporting	• Waste reports are in agreed format and level of quality
		• Opportunities for reduced waste costs in waste management contracts are maximised	• Nil instances of missed opportunities to reduce waste costs in waste management contracts

## **5. TRANSITION MANAGEMENT**

### **5.1 Implementation Approach**

It is intended that Implementation be phased over a period to ensure:

- minimal disruption to CSIRO's operations
- that the incoming Managed Service Provider can adequately understand and absorb the many facets of the services required.

The approach to Implementation will be in accordance with the Implementation Plan at Schedule 4 to the Contract.

Given there is no existing Managed Service Provider, CSIRO anticipates that CSIRO and the incoming provider will develop a close working relationship to achieve the objectives of a smooth transition.

#### **5.1.1 Responsibility of CSIRO**

CSIRO will monitor and where necessary facilitate the implementation tasks being undertaken by the Managed Service Provider by:

- working with the incoming Managed Service Provider to develop an agreed Implementation Plan
- monitoring progress against the agreed Implementation Plan
- facilitating the access by the Managed Service Provider to available CSIRO information
- participating in the development and implementation of a stakeholder communications plan
- providing direction to the Managed Service Provider in understanding the overall strategic priorities of CSIRO
- providing direction in respect to relevant policy parameters, business rules and priorities relevant to the provision of services by the Managed Service Provider
- facilitating the access by the Managed Service Provider to information held by CSIRO.

### 5.1.2 Responsibility of Managed Service Provider

The Managed Service Provider is to ensure that Implementation is completed in accordance with the agreed Implementation Plan, and it is able to deliver the full range of services as specified by the date agreed, including by:

- reporting to CSIRO on a weekly basis (in a format required by CSIRO) of the progress against each transition task
- ensuring CSIRO is consulted and kept fully informed in respect of all aspects of transition
- ensuring adequate resources are engaged during the Transition Period to ensure completion of all transition tasks in accordance with the agreed plan.

CSIRO has identified a number of Implementation Services that are critical to the effective implementation of services. These Implementation Services are covered by the Implementation Fee, not the Management Fee and are therefore not paid on an ongoing basis throughout the term of the Contract. These are identified below. The Implementation Plan provides a more detailed plan to ensure all tasks, including those not listed below, are conducted to achieve a seamless transfer in service delivery from the existing provider to their management. Each task is expected to be completed by the end of the Implementation Period, unless approval has been provided by CSIRO.

Service	Tasks
Contract Management	<ul style="list-style-type: none"><li>• Develop Open Items Register and Complaints Log</li><li>• Develop reporting formats in conjunction with CSIRO, including Annual Plan, Monthly Report and Annual Report</li><li>• Establish Contract and Relationship Management Group and Operational Group, meeting timeframes and agendas</li></ul>
Management Information System	<ul style="list-style-type: none"><li>• Establish all necessary information systems</li><li>• Transfer all existing data from the existing provider</li><li>• Provide training in systems as required</li><li>• Develop the necessary systems to monitor, analyse and report energy consumption</li><li>• Transfer or extract all information on the portfolio from CSIRO including details of leases and Critical Dates</li></ul> <p><b>Note to Respondents:</b> Data is currently managed in a number of different sources, including hard copy files, excel and access databases, SAP and purpose built information systems. No one source of data is available from which the Managed Service Provider will be able to transfer the data. As such, Respondents should treat this as a data extraction exercise, rather than as data transfer.</p>



Service	Tasks
	<ul style="list-style-type: none"> <li>• Set up systems to manage Critical Dates and other leasing obligations and store key documents.</li> </ul>
Financial Support Services	<ul style="list-style-type: none"> <li>• Set up Account Controls</li> <li>• Set up financial systems</li> <li>• Transfer financial data from existing provider's system</li> <li>• Develop reporting formats and templates in conjunction with CSIRO</li> <li>• Develop budget templates in preparation for completion prior to new financial year</li> <li>• Communicate new arrangements to lessors, suppliers and other organisations who receive payment for Outgoings</li> <li>• Transfer existing creditors and debtors.</li> </ul>
Facilities Management and Building Services	<ul style="list-style-type: none"> <li>• Review existing Preventative Maintenance program in preparation for development of Preventative Maintenance program as part of Annual Plan</li> <li>• Establish Help Desk and Help Desk systems/databases for recording and tracking requests/work and subcontractor database</li> <li>• Set up subcontracts database</li> <li>• Induct Subcontractors in Help Desk procedures</li> <li>• Communicate new arrangements to CPS personnel and other CSIRO staff.</li> </ul>

## **5.2 Implementation Resourcing**

CSIRO will establish a Transition Management Group within CSIRO, who will be responsible to ensure that CSIRO meets its implementation responsibilities and will monitor the Managed Service Provider's progress. During the Implementation Period it is anticipated that this group will work closely with the Managed Service Provider's transition personnel.

## **5.3 Implementation Management Requirements**

Given the complexity and importance of transition, the Managed Service Provider and CSIRO will need to develop a close working relationship. To ensure that implementation is adequately monitored and managed, CSIRO expects that the Managed Service Provider and CSIRO will:

- meet regularly to discuss issues arising from transition tasks
- report regularly on task completion and status
- commit appropriate resources to achieve transition outcomes.

## 6. ABBREVIATIONS AND DEFINITIONS

<b>Annual Procurement Plan</b>	Means the plan for the review, renewal, bundling or tendering of all contracts with Subcontractors for the coming financial year.
<b>Annual Plan</b>	Means the annual plan for the management of the services and the portfolio, described in Section 3.2 of this SOR.
<b>Annual Report</b>	Means the Annual Report described in Section 2.2 of this SOR which will be provided by the Managed Service Provider to CSIRO each year and will specify the Managed Service Provider's performance of the Services, and the extent to which it has achieved the objectives of the Annual Plan.
<b>Base Component</b>	The component of the total Management Fee that represents the Managed Service Provider's costs associated with resourcing the Management Fee Services.
<b>BSL</b>	Means the Business Service Line.
<b>Business Continuity Plan</b>	Means the plan prepared by the Managed Service Provider for approval by CSIRO which sets out the procedures for ensuring the continuity of business and the recovery of data and information necessary to provide the Services in the event there is a Unforeseen Event or the Services are otherwise interrupted.
<b>CAC Act</b>	Means the <i>Commonwealth Authorities and Companies Act 1997 (Cth)</i> .
<b>Capital Cities</b>	Means the Capitals of all Australian States and Territories (being Adelaide, Brisbane, Canberra, Darwin, Hobart, Melbourne, Perth and Sydney)
<b>Commitments</b>	Means set financial commitments, payable by CSIRO, under contracts, leases and other agreements relating to the Services, but does not include amounts which CSIRO may become liable to pay to Subcontractors and lessors during the term of the Contract despite the expiry or termination of those existing agreements.
<b>Contract</b>	Means the Contract for the provision of Property Management Services to CSIRO.
<b>Contract and Relation Management Group</b>	Means the Contract and Relationship Management Group described in Section 2.1 of this SOR which is responsible for managing the relationship between CSIRO and the Managed Service Provider and comprises of representatives from CSIRO and the Managed Service Provider.
<b>CPS</b>	CSIRO Property Services

<b>Critical Dates</b>	Means key dates identified within leases, contracts and other documents, at which the Managed Service Provider or CSIRO is required to take a defined action, eg. Expiry dates.
<b>Critical Success Factors (CSF)</b>	Means those requirements described in Section 2.3 of this SOR which the Managed Service Provider is required to observe to perform the Services and achieve the key objectives of the Annual Plan to the satisfaction of CSIRO.
<b>CSIRO Contract Manager</b>	Has the meaning given to it in the Contract.
<b>Engineering Services</b>	Include, but are not limited to, electrical, hydraulic, mechanical, fire building automation, building access, automatic doors and grilles, vertical transportation systems, services and components.
<b>Exclusive Services</b>	Means the Services required to be performed by the Managed Service Provider
<b>FMAA</b>	Means the <i>Financial Management and Accountability Act 1997 (Cth)</i> .
<b>FP&amp;E</b>	Means CSIRO owned fixed plant and equipment including those systems requiring preventative and planned maintenance and Engineering Services.
<b>Implementation Fee</b>	Means the fee payable to the Managed Service Provider for the satisfactory conduct of Implementation Services.
<b>Implementation Period</b>	The period identified in the Contract during which Implementation Services will be conducted by the Managed Service Provider.
<b>Implementation Plan</b>	Has the meaning given to it in the Contract.
<b>Implementation Services</b>	Means those services outlined in Part 4 of this SOR
<b>Implementation Task(s)</b>	Means those tasks outlined in the Managed Service Provider's Implementation Plan to meet the requirements of the Implementation Services.
<b>Key Subcontractors</b>	Means those Subcontractors proposed by the Respondent to undertake one or more components of the tasks constituting the Management Fee Services where the annual value of those tasks exceeds \$500,000.
<b>KPI(s)</b>	Means Key Performance Indicators.
<b>LAA</b>	Means the <i>Lands Acquisition Act 1989 (Cth)</i> .

<b>Managed Services</b>	Means those services which will not be directly performed by the Managed Service Provider but which will be provided through engagement by the Managed Service Provider of Subcontractors and suppliers, whose charges will be paid as Pass Through Expenses.
<b>Management Fee</b>	Means the fee for delivery of the Management Fee Services, including the Managed Service Provider's full cost of resourcing the required structure, but excluding the costs of delivering the Managed Services.
<b>Management Fee Services</b>	Means those services specified in this SOR which will be directly performed and managed by the Managed Service Provider, including the management (but not delivery) of the Managed Services.
<b>Minimum Performance Standard</b>	Means Performance Measures which represent the minimum acceptable levels of achievement by the Managed Service Provider or Subcontractor as specified in this SOR.
<b>Minor Works</b>	Works utilising one or more contractors that require supervision, with a value less than \$250,000
<b>MIS</b>	Means the Management Information System.
<b>Monthly Report</b>	Means the report provided by the Managed Service Provider to CSIRO on a monthly basis which will outline the Services provided and the progress made by the Managed Service Provider against all issues, projects and the Annual Plan and will include the components described in Section 2.2 of this SOR.
<b>On Request</b>	Means the Services that fall outside of the Management Fee and that CSIRO may, by written notice, request the Managed Service Provider to provide from time to time.
<b>Operational Group</b>	Means the Operational Group(s) described in Section 2.1 of this SOR which comprises of representatives from CSIRO and the Managed Service Provider, and is responsible for managing the delivery of the Services.
<b>Optional and Non-Exclusive Services</b>	Means the Services that CSIRO may require to be performed by the Managed Service Provider during the Contract Term but for which CSIRO retains the right to not use the Managed Service Provider, or to engage a different market provider either on a once-off or recurring basis
<b>Outgoings</b>	Means payments to Subcontractors and suppliers for services covering the operation of a building including for utilities, maintenance, cleaning, etc.
<b>Panel</b>	Means the panel of Subcontractors with which the Commonwealth or Managed Service Provider has entered into standing offer agreements, for the performance of some or all of the Managed Services from time to time.

<b>Pass Through Expenses</b>	Means all expenses for Managed Services which are paid by the Managed Service Provider on CSIRO's behalf in accordance with Section 3.3 of this SOR and Attachment 3 [Fees and Charges Procedure], including rent and Outgoings.
<b>Performance Measures</b>	Means those characteristics which can be measured and monitored throughout the term of the Contract which will determine CSIRO's level of satisfaction with the Managed Service Provider.
<b>PMIS</b>	Means the Property Management Information System.
<b>Property Bank Account</b>	Has the meaning given to it in the Contract.
<b>Regulatory Compliance</b>	Means compliance with Government regulations governing certain critical or hazardous matters, e.g., OH&S, management of hazardous material, maintenance of cooling towers.
<b>Reimbursables</b>	Means the costs and charges that are incurred by the Managed Service Provider in the provision of Management Fee Services that are approved by CSIRO and subsequently reimbursed to the Managed Service Provider by CSIRO, eg. Costs and charges for legal advice, travel costs (exceptional circumstances only, i.e. instruction of CSIRO, not as part of annual program) and the engagement of specialists. Where CSIRO provides approval for independent valuation advice to be sought as part of a disputed rent review CSIRO would reimburse the provider for the costs of the third parties' advice. All other valuation advice would not be Reimbursable
<b>Related Entity</b>	Has the same meaning as in Section 3.5 of the Australian Government Implementation Guidelines for the National Code of Practice for the Construction Industry August 2009.
<b>Scheduled Payments</b>	Means the regular payments to cover Pass Through Expenses; identified in a schedule to a lease, contract or other agreement.
<b>SOE</b>	Means CSIRO's Standard Operating Environment for IT hardware, software and systems.
<b>SOR</b>	Means this Statement of Requirement.
<b>Special Projects</b>	Means projects assigned to the Managed Service Provider by CSIRO that are not clearly identified as a required task within this SOR.
<b>Start Date</b>	Has the meaning given to it in the Contract.
<b>Subcontractors</b>	Those Subcontractors contracted to the Managed Service Provider or CSIRO to deliver Managed Services such as cleaning, waste removal, design and construction services.

<b>Subtenant</b>	Sublessees of CSIRO.
<b>Sustainable Complaint</b>	Those complaints that are ultimately proven to be attributable to, and the responsibility of, the Managed Service Provider. Noting that some complaints may be attributable to CSIRO, the determination will be made in consultation with the Managed Service Provider. The final decision on responsibility is, however, at the sole discretion of CSIRO.
<b>Transition Management Group</b>	Means a group composed of representatives from CSIRO and the Managed Service Provider selected from the RFT process charged with oversight of the Implementation Services during the Implementation Period.
<b>Transition Out Fee</b>	The fee payable to the Managed Service Provider for the satisfactory conduct of Transition Out Services.
<b>Transition Out Plan</b>	The Managed Service Provider's plan for the conduct of Transition Out Services.
<b>Transition Out Services</b>	Those services required to seamlessly transition services back to CSIRO or on to a new Managed Service Provider at the end of the Contract.
<b>Transition Out Task</b>	Those tasks outlined in the Managed Service Provider's Transition Out Plan to meet the requirements of the Transition Out Services.
<b>UMM</b>	Means urgent minor maintenance.
<b>Unforeseen Event</b>	Has the meaning given to it in the Contract.
<b>Unscheduled Payments</b>	Payments of Pass Through Expenses that are not scheduled in a lease, contract or other agreement.



**REQUEST FOR TENDER (RFT)  
SCHEDULE 2**

**Data Pack**

[www.csiro.au](http://www.csiro.au)

**PROCUREMENT OF A MANAGED SERVICES  
PROVIDER FOR PROPERTY SERVICES  
CSIRO RFT 2012007**



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## **1. INTRODUCTION**

### **1.1. Overview of the Data Pack**

This Data Pack provides information to assist Respondents in scoping the requirements of the RFT and preparing a Tender.

The Data Pack is structured as follows:

- Organisation - the structure of CPS;
- Portfolio - data regarding size, scope and specialised nature of CSIRO's property portfolio;
- Help Desk - data relating to CSIRO's help desk;
- Contractors - CSIRO's current contracts for property services; and
- Financial - relevant financial data for CSIRO's property services.

Unless specified elsewhere in this document, all terms have the same meaning as given to them in the Draft Agreement.

### **1.2. Limitations of the Data Pack**

While CSIRO has taken due care in compiling this Data Pack from the available information, it does not warrant the accuracy, reliability or completeness of any of the information.

Further CSIRO is aware that some possibly relevant information is not contained in this data pack; in particular an Asset Register has not been included. Where CSIRO has either not provided data or provided inadequate data, it is because CSIRO is not confident in the accuracy of its current information. Respondents can request further information by following the contact channels outlined at sections 2.9, 2.10 and 2.11 of the RFT Terms and Conditions. CSIRO will attempt to provide further information where possible.

## **2. ORGANISATION**

- 2.1.** The CPS structure is attached at Appendix 2-A

## **3. PORTFOLIO**

- 3.1.** CSIRO manages a substantial portfolio of owned and leased property assets. These support a wide variety of business needs including science and research, administration and support services. The portfolio is diverse and specialised.

CSIRO's operating environment encompasses arrangements for the management of the portfolio to ensure compliance with industry regulation, requirements and standards. These include properties located in conservation areas and heritage listed buildings.

This section on the Data Pack provides data on the size (number and area, buildings and facilities) and the lease profile for CSIRO's property portfolio.

The term Site as used in this section is defined as a number of buildings or assets in one location, normally used for a specific purpose.

3.1.1 A consolidated list of all Sites currently managed by CPS is provided at Appendix 2-B. The sites are sorted by State/Territory. The document provides details on:

- the total size of each Site
- the number of buildings located at each Site; and
- any heritage, town planning or environmental issues related to the Site

3.1.2 A register of all current leases is provided at Appendix 2-C. This includes two separate lists:

- where CSIRO is the lessee; and
- where CSIRO is the lessor.

3.1.3 Where possible, the following information is provided:

- name of Lessor/Lessee
- site the property is located in
- land area (sqm)
- building area (sqm)
- division that owns or uses the property
- commencement date of the lease
- expiry date of the lease
- extension options
- critical date for exercising extension option
- whether the lessor pays outgoings separately to CSIRO
- rent review dates and method

#### 4. HELP DESK

4.1. Details of Help Desk requests logged to CPS in 2011 are provided in Table 1 overleaf. This indicates the number of jobs logged each month and the method by which they were logged. Currently CSIRO receive Help Desk request as follows:

- Calls to Zone- CPS staff in a specific zone are contact directly by the user to log a request
- Calls to External Service Provider- CSIRO have currently outsourced some Help Desk responsibilities to an external provider.
- ServiceLINK- is CSIRO's web portal Help Desk and is currently where the vast majority of requests are lodged.
- Each contact, whether a call or a ServiceLINK request results in a job being logged.

Respondents should note that the data excludes any information on Help Desk jobs logged by AAHL.

**Table 1: Total jobs logged with Property Services 2011**

Month	Calls to Zones	Calls to External Service Provider (SEW)	Jobs logged via ServiceLINK	Total jobs logged
JAN	250	58	1530	1838
FEB	199	116	1841	2156
MAR	150	103	1881	2134
APR	135	74	1482	1691
MAY	144	125	1661	1930
JUN	108	111	1605	1824
JUL	113	110	1453	1676
AUG	123	85	1667	1875
SEP	127	84	1505	1716
OCT	85	89	1474	1648
NOV	153	120	1579	1852
DEC	133	84	1039	1256
Total	1720	1159	18717	21596
	8%	5%	87%	

- 4.2. A screen shot of CSIRO's ServiceLINK has been provided in Figure 1 below.

Figure 1: Screen shot of ServiceLINK

The screenshot shows a web browser window with the address bar displaying `http://link.csiro.au/serviceportal/modules/PCForms.aspx?BusinessClassName=IncidentManagement`. The browser's menu bar includes File, Edit, View, Favorites, Tools, and Help. The address bar shows the URL and the page title "CSIRO Property Services - Pr...". The main content area is titled "LANDesk® ServiceLINK" and "Property Services Service Centre". It contains a form for creating a new incident. The form has the following fields:

- Call Details:**
  - Site:** A dropdown menu.
  - Building:** A dropdown menu with a hint: "Select 999 for paths, roads, fences, etc."
  - Location:** A text input field with a hint: "eg. Room number 18, Carpark, Fence, etc."
  - Category:** A dropdown menu.
  - Request Title:** A text input field with a hint: "eg. Broken tap, Office relocation, Gas leak, etc."
  - Description:** A large text area.
- Call Status:**
  - Created:** A date and time field showing "Friday, January 20, 2012 4:35 PM".
  - By:** A dropdown menu showing "KIM, Kim".
  - Process:** A dropdown menu showing "PS Incident 5.2.9".
  - Status:** A dropdown menu showing "New".

At the bottom of the form are three buttons: "Submit", "Back", and "Save". Below the form is a section for "User Attachments" with a link to "PS Notes by Analysts for End User Notes 3.2.1: User Notes". The status "No Data To Display" is shown below the attachments section.

- 4.3. Data on the number of calls taken during December 2011 by CPS's external Help Desk provider has been provided in Appendix 2-D. The document provides details on:
- time of day and dates of calls
  - total number of calls at each time period across the month, and
  - the number of abandoned calls to the Help Desk and returned calls from the Help Desk.

Respondents should note that the data excludes any information on Help Desk jobs logged by AAHL.

**5. CONTRACTORS**

- 5.1.** CPS has a number of contracts for soft and hard services in place in locations throughout Australia. Lists of current contracts, broken down by hard and soft services and location is provided at Appendix 2-E.

**6. FINANCIAL**

- 6.1.** Financial costs, including total expenditure, numbers of invoices and vendors will be provided as an addendum to this RFT

## **7. APPENDICES**

- 2-A CPS Organisational Chart
- 2-B Property Portfolio
- 2-C Lease Register
- 2-D Hourly Calls for December 2011
- 2-E Master Contracts Register

## CSIRO Property Portfolio

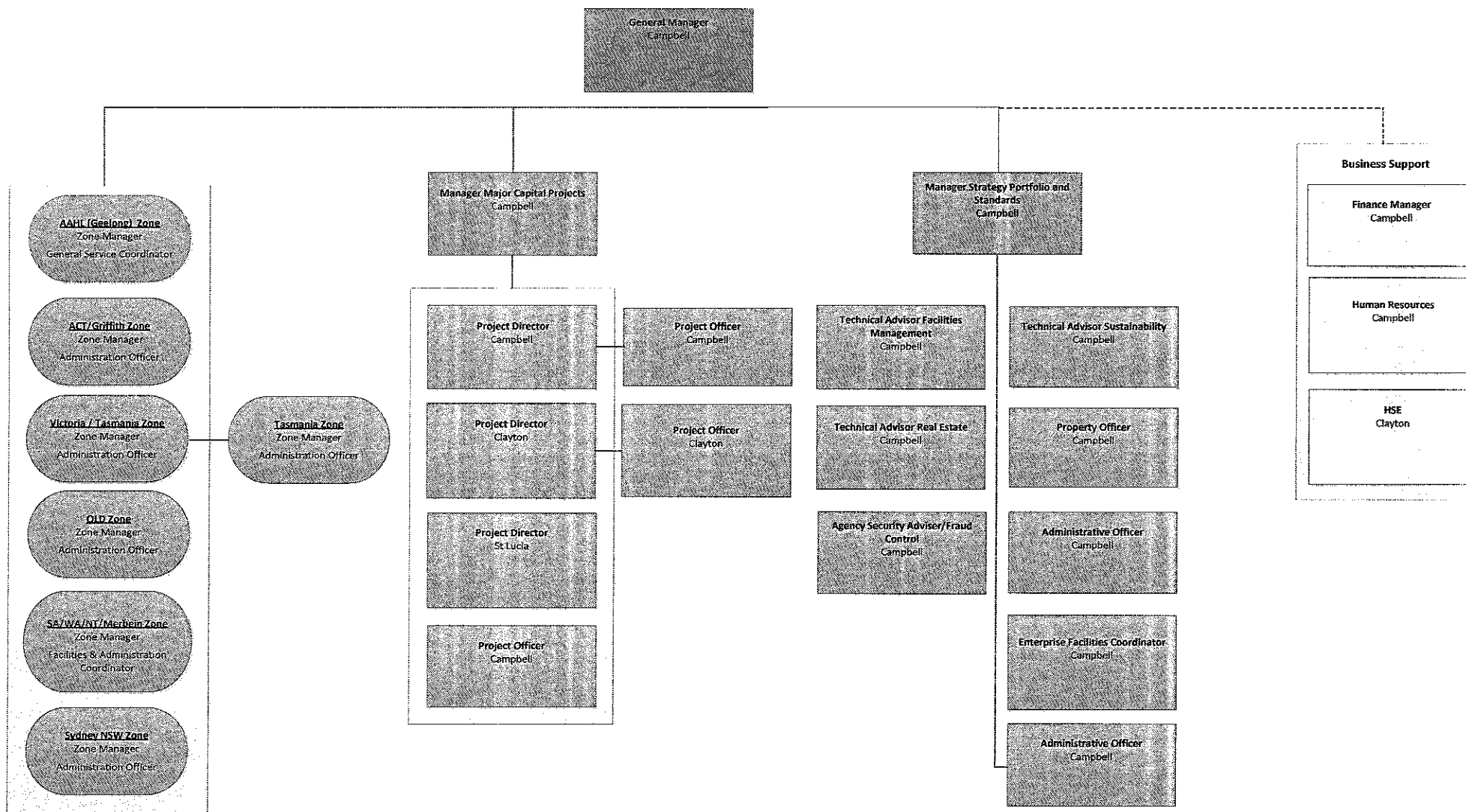
Site No	Site Name	No. of Sites	No. of Locations	Site Area	GBA	No of Bldgs	Environmental
Australian Capital Territory							
1010	Campbell	Administration		41,000	7,398	4	conservation areas
1020	Black Mountain	Research		373,850	77,234	151	unknown
1030	Crace	Research		355,700	11,398	39	conservation areas
1040	Ginninderra	Research		7,017,120	5,470	28	conservation areas
1070	Yarralumla	Administration		128,500	11,044	33	unlikely
1090	Acton	Research		-	2,765	1	unlikely
New South Wales							
2010	Armidale - Chiswick	Research		15,120,600	10,104	56	conservation areas
2020	Armidale - Arding	Field Station		3,252,730	546	4	nil
2060	Lindfield	Research		204,900	38,380	54	asbestos in soil
2070	Narrabri	Research		12,428,200	3,534	24	unlikely
2070	Narrabri	Included as site - Accommodation		5,229	833	7	unlikely
2120	Marsfield	Research		73,150	12,254	26	unlikely
2130	Parkes	Research		1,659,550	4,953	27	unlikely
2190	Griffith	Research		-	3,519	12	nil
2240	Lucas Heights	Research		-	2,899	5	nil
2290	North Ryde	Research		65,650	54,828	35	asbestos in some buildings
2310	Myall Vale	Field Station		-	2,860	14	nil
2390	Mopra	Research		14,710	159	2	unlikely
2440	Macquarie University	Research		-	2,785	1	nil
2470	Newcastle	Research		53,050	9,700	3	unlikely
2480	North Ryde - Village		Administration	7,192	3,138	2	nil
2490	North Ryde - Cons. Block		Land	6,000	-	0	conservation areas
Queensland							
3010	Atherton	Research		36,400	1,938	10	conservation herbarium on site
3040	Cleveland	Research		19,889	4,622	18	nil
3100	Pullenvale	Research		245,000	19,798	23	conservation areas
3110	Rockhampton - Belmont	Field Station		38,116,200	3,127	26	nil
3140	St Lucia	Research		-	26,310	3	nil
3170	Gatton	Field Station		186,150	1,132	5	nil
3210	Woodstock	Field Station		6,500,000	2,313	18	nil
3270	Weipa		Field Station	-	96	2	n/a
3290	Toowoomba	Leased/Hosted		-	-	6	n/a
3400	Dutton Park	Research		-	13,117	3	nil
3500	Cairns	Research		-	811	1	nil
3600	Coopers Plains	Research		-	2,303	2	nil
3700	Herston	Research		-	-	1	n/a
3910	Townsville - ATSIP	Research		-	2,136	3	nil
	Bribie Island						n/a
South Australia							
4030	Waite Campus	Research		26,708	17,385	34	unlikely
4080	Woomera		Storage	-	-	1	n/a
4100	Adelaide - 231 Nth Terrace		Leased/Hosted	-	-	1	n/a
4110	Adelaide	Research		-	4,774	4	unlikely
Tasmania							
5010	Hobart	Research		29,180	20,198	17	nil
5050	Sandy Bay	Research		11,200	3,226	9	nil
Victoria							
6010	Geelong - AAHL	Research		350,900	74,107	22	not known
6020	Aspendale	Research		18,676	7,588	15	nil
6040	Clayton	Research		153,810	59,821	44	nil
6090	Geelong - Belmont	Research		63,700	22,777	19	nil
6100	Highbett	Research		92,885	29,688	55	remnant woodland areas
6120	Merbein	Research		354,228	5,505	32	nil
6140	Trymple	Field Station		157,980	394	8	nil
6150	Parkville	Research		4,857	7,340	7	nil
6280	Notling Hill	Research		1,600	808	3	nil
6300	Clayton North	Research		37,153	12,878	11	nil
6310	Werribee - South Road	Research		81,300	3,619	10	nil
6320	Werribee - Sneydes Road	Research		-	12,189	13	nil
6330	Collingwood	Leased		-	2,048	1	n/a
Western Australia							
7010	Floreat	Research		109,351	22,471	49	not known
7020	Bakers Hill	Field Station		1,920,000	-	0	nil
7090	Kensington	Research		69,953	19,423	8	nil
7100	Waterford	Research		43,000	11,395	14	nil
7804	Murchison	Research		3,467,480,000	345	27	across whole property
Northern Territory							
8020	Darwin	Research		216,300	3,254	14	nil
8110	Alice Springs - DKP	Research		-	425	1	n/a



Bldgs	Environmental	Town Planning	Heritage
4	conservation areas	lease constraints / community use zoning	nil
151	unknown	NCA controlled	known and likely heritage values
39	conservation areas	lease constraints / Hills Ridge Buffer zoning	Cwlth listed heritage
28	conservation areas	lease constraints / Hills Ridge Buffer zoning	Indigenous sites across property
33	unlikely	lease constraints / Community use zoning	Cwlth listed heritage
1	unlikely	NCA controlled	nil
56	conservation areas	rural zoning	Indigenous sites on property
4	nil	rural zoning	nil
54	asbestos in soil	special use zoning	unlikely
24	unlikely	not known	Indigenous and other values
7	unlikely	residential	nil
26	unlikely	special use zoning	unlikely
27	unlikely	not known	Cwlth heritage values
12	nil	n/a	n/a
5	nil	n/a	n/a
35	asbestos in some buildings	Business Park zoning	nil
14	nil	n/a	n/a
2	unlikely	not known	nil
1	nil	n/a	n/a
3	unlikely	Industrial	nil
2	nil	Business Park zoning	nil
0	conservation areas	Business Park zoning	Indigenous sites on property
10	conservation herbarium or	not known	herbarium
18	nil	marine activity	nil
23	conservation areas	rural	nil
26	nil	rural	nil
3	nil	university	nil
5	nil	university	nil
18	nil	rural	nil
2	n/a	n/a	n/a
6	n/a	n/a	n/a
3	nil	not known	nil
Bldgs	Environmental	Town Planning	Heritage
25.72435897	conservation areas	lease constraints / community use zoning	nil
23.29487179	unknown	NCA controlled	known and likely heritage values
20.86538462	conservation areas	lease constraints / Hills Ridge Buffer zoning	Cwlth listed heritage
18.43589744	conservation areas	lease constraints / Hills Ridge Buffer zoning	Indigenous sites across property
16.00641026	unlikely	lease constraints / Community use zoning	Cwlth listed heritage
13.57692308	unlikely	NCA controlled	nil
11.1474359			
8.717948718			
6.288461538	conservation areas	rural zoning	Indigenous sites on property
3.858974359	nil	rural zoning	nil
1.429487179	asbestos in soil	special use zoning	unlikely
24	unlikely	not known	Indigenous and other values
6.954875005	unlikely	residential	nil
6.61194089	unlikely	special use zoning	unlikely
6.269006775	unlikely	not known	Cwlth heritage values
5.92607266	nil	n/a	n/a
5.583138544	nil	n/a	n/a
5.240204429	asbestos in some buildings	Business Park zoning	nil
4.897270314	nil	n/a	n/a
4.554336199	unlikely	not known	nil
4.211402084	nil	n/a	n/a

	3018.470588	Newcastle	Research		9,083,443	4,736
	3054.852941	North Ryde - Village		Administration	9,248,128	4,585
	3091.235294	North Ryde - Cons. Block		Land	9,412,813	4,433
Queensland					9,577,498	4,282
	3388.666667	Atherton	Research		9,742,183	4131.285682
	3427.69697	Cleveland	Research		9,906,868	3,980
	3466.727273	Pullenvale	Research		10,071,553	3,829
	3505.757576	Rockhampton - Belmont	Field Station		10,236,239	3,678
	3544.787879	St Lucia	Research		10,400,924	3,527
	3583.818182	Gatton	Field Station	-		3,376
	3622.848485	Woodstock	Field Station		12,813,850	3,225
	3661.878788	Weipa		Field Station	19,127,700	3,074
	3700.909091	Toowoomba	Leased/Hosted	-		2,923
	3739.939394	Dutton Park	Research	-		13,117

8467969	unlikely	Industrial	nil
5533854	nil	Business Park zoning	nil
2599739	conservation areas	Business Park zoning	Indigenous sites on property
9665623			
6731508			
3797393	conservation herbarium or	not known	herbarium
0863278	nil	marine activity	nil
7929163	conservation areas	rural	nil
4995048	nil	rural	nil
2060933	nil	university	nil
9126817	nil	university	nil
6192702	nil	rural	nil
6741413	n/a	n/a	n/a
9675528	n/a	n/a	n/a
2609643	nil	not known	nil



**CSIRO PROPERTY SERVICES**  
**Incoming Calls**

	1/12/2011	2/12/2011	3/12/2011	4/12/2011	5/12/2011	6/12/2011	7/12/2011	8/12/2011	9/12/2011	10/12/2011	11/12/2011	12/12/2011	13/12/2011	14/12/2011	15/12/2011	16/12/2011	17/12/2011	18/12/2011	19/12/2011	20/12/2011	21/12/2011	22/12/2011	23/12/2011	24/12/2011	25/12/2011	26/12/2011	27/12/2011	28/12/2011	29/12/2011	30/12/2011	31/12/2011	Totals
0:00 - 0:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
0:30 - 1:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1:00 - 1:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1:30 - 2:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2:00 - 2:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2:30 - 3:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
3:00 - 3:30	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0
3:30 - 4:00	0	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4:00 - 4:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4:30 - 5:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5:00 - 5:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5:30 - 6:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
6:00 - 6:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
6:30 - 7:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7:00 - 7:30	0	2	0	1	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7:30 - 8:00	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8:00 - 8:30	0	0	0	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8:30 - 9:00	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
9:00 - 9:30	0	0	0	1	0	0	1	1	1	0	0	0	0	0	0	0	0	0	0	1	0	2	0	0	0	0	0	0	0	0	0	0
9:30 - 10:00	1	0	0	0	1	0	0	1	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
10:00 - 10:30	1	0	0	0	0	0	0	0	1	0	0	0	0	1	1	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0
10:30 - 11:00	1	0	0	0	1	0	0	1	0	0	0	0	0	2	0	0	0	0	1	1	0	1	0	0	0	0	0	0	0	0	0	0
11:00 - 11:30	1	0	0	0	1	0	0	0	0	0	0	0	0	1	0	0	0	0	0	2	0	0	0	0	0	0	0	0	0	0	0	0
11:30 - 12:00	0	0	0	0	0	1	1	0	0	2	0	0	0	0	0	0	0	0	0	1	1	0	0	0	0	0	0	0	0	0	0	0
12:00 - 12:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	5	0	0	1	0	0	0	0	0	0	0	0	0
12:30 - 13:00	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1	1	0	1	0	0	0	0	0	0	0	0	0	0
13:00 - 13:30	0	0	0	1	0	0	0	0	1	0	0	1	0	0	1	0	0	0	0	2	0	0	0	0	0	0	0	0	0	0	0	0
13:30 - 14:00	0	1	0	0	2	1	2	0	0	0	0	1	0	1	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0
14:00 - 14:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	1	0	0	0	0	0	0	0	0	0	0	0
14:30 - 15:00	1	0	0	0	0	0	1	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0
15:00 - 15:30	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	2	0	1	3	0	0	0	0	0	0	0	0	0	0	0	0	0
15:30 - 16:00	0	1	0	0	1	0	1	0	1	0	1	1	0	0	0	1	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0
16:00 - 16:30	0	0	0	0	0	1	0	1	1	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0
16:30 - 17:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
17:00 - 17:30	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0
17:30 - 18:00	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
18:00 - 18:30	0	0	0	0	0	0	0	0	0	0	0	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
18:30 - 19:00	0	0	0	1	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
19:00 - 19:30	0	0	0	0	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0
19:30 - 20:00	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	1	0	0	0	0
20:00 - 20:30	0	0	0	0	0	1	0	1	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
20:30 - 21:00	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0
21:00 - 21:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
21:30 - 22:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
22:00 - 22:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
22:30 - 23:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
23:00 - 23:30	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
23:30 - 24:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Total Calls	5	9	0	8	8	6	7	9	5	2	1	4	5	6	4	3	0	1	7	16	4	3	3	0	0	0	1	2	1	1	0	121
Running Total	5	14	14	22	30	36	43	52	57	59	60	64	69	75	79	82	82	83	90	106	110	113	116	116	116	117	119	120	121	121		
Abandoned	0	0	0	0	0	1	2	0	0	1	0	1	0	0	0	0	0	0	3	2	2	0	0	0	0	0	1	0	0	0	13	
Outgoing Calls	4	8	0	7	8	7	5	6	4	1	1	3	5	2	3	1	0	1	5	9	5	2	4	0	0	0	1	2	1	2	0	97

Total Inbound and Outbound 218



# **REQUEST FOR TENDER (RFT) SCHEDULE 3**

## **Response Template**

PROCUREMENT OF A MANAGED SERVICES  
PROVIDER FOR PROPERTY SERVICES  
CSIRO RFT 2012007

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## RESPONSE INSTRUCTIONS

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### Instructions for Completion

Respondents are welcome to provide their response in their own format, but should:

- maintain the structure provided in this Response Template
- number sections in accordance to this Response Template
- number pages sequentially, from the first page of their submission.

Respondents should note that material changes to tables provided in the Response Templates are not permitted. For example, altering formulas or removing columns would be considered material; however, adding additional rows is not.

Respondents should note the Minimum Content and Format Requirements, and the Conditions of Participation at clause 3.5 and 3.6 of the RFT Terms and Conditions respectively; and repeated here:

#### **Minimum Content and Format Requirements**

Subject to clause 3.6 [Conditions of Participation], CSIRO will exclude a Respondent from further consideration if CSIRO considers in its absolute discretion that the Respondent's response does not meet the minimum content and format requirements listed in this clause. Notwithstanding anything else contained in this RFT, only requirements listed in this clause will be deemed minimum content and format requirements for the purposes of this Tender:

- a) The Tender must be lodged electronically via AusTender in accordance with the RFT Terms and Conditions.
- b) Respondents must complete all sections of the Response Template, other than where the Response Template indicates that it is optional to do so.

#### **Conditions of Participation**

CSIRO will exclude a Respondent from further consideration and evaluation if CSIRO considers in its absolute discretion that the Respondent has not met the conditions of participation set out in this clause. Notwithstanding anything else contained in this Tender, the following are the only conditions of participation:

- a) The Respondent is not precluded from tendering for government business.
- b) The Respondent must not be subject to a judicial ruling against it relating to employee entitlements, not including decisions under appeal, and have not paid the claim
- c) A representative of the Respondent attended the Industry Briefing.



## RESPONSE TEMPLATE

### 1 EXECUTIVE SUMMARY

An executive summary of no more than three pages may be included. This can outline the Respondents service delivery solution or other points the Respondent deems necessary, but should not include any reference to the Respondent's price.

### 2 RESPONDENT PROFILE

#### 2.1 Company Contact Details

##### 2.1.1 Respondent Name and Address Details

Company Name	
Trading Name (if different)	
ABN	
Website	
Physical Address (Head Office)	
Postal Address (Head Office)	

##### 2.1.2 Respondent Main Contact Details

Name	
Title	
Office Address	
Email	
Phone Office	
Phone Mobile	
Fax Office	

#### 2.2 Key Personnel

##### 2.2.1 Key Personnel

Respondents should nominate any Key Personnel who will be responsible for the delivery of the Services in the table below:

Name	Role	Qualifications and Experience

## 2.3 Referees

Please provide two referees where you have conducted similar services to the SOR. Please note that clause 3.9 of the RFT Terms and Conditions reserves CSIRO the right to conduct referee checks with other parties should they wish.

### 2.3.1 Referee 1

Company Name	
Office Address	
Contact Name	
Title	
Email	
Phone Office	
Phone Mobile	

### 2.3.2 Referee 2

Company Name	
Office Address	
Contact Name	
Title	
Email	
Phone Office	
Phone Mobile	

## 2.4 Confidential Information

2.4.1 In the table below, provide details of the areas within the Draft Services Contract (Schedule 4) in its executable form or the response that the Respondent considers confidential.

Item in Contract or Tender	Reasons for Confidentiality	Period of Confidentiality

## 2.5 Industry Briefing

2.5.1 Provide the name of the Respondent's representative who attended the Industry Briefing.

### 3 WEIGHTED EVALUATION CRITERIA

Response requirement	Page limits
<b>3.1 Experience in providing similar services</b>	
<b>3.1.1</b> Provide details of organisations for whom the Respondent has provided similar services in the past five years, including: <ul style="list-style-type: none"> <li>a) name of organisation</li> <li>b) description of the scope of services provided, including how that compares to the Services required in the Statement of Requirement</li> <li>c) any successes achieved that could be leveraged for these SORs'</li> <li>d) dates the services provided</li> <li>e) contact details of persons who could verify the Respondent's performance (this should include the referees provided in Section 2.3 of this schedule).</li> </ul>	no limit
<b>3.1.2</b> For all Key Personnel, provide: <ul style="list-style-type: none"> <li>a) a CV, detailing qualifications, skills and experience</li> <li>b) where an individual cannot be identified:               <ul style="list-style-type: none"> <li>i. provide a position description, detailing the typical experience expected / required; and</li> <li>ii. details of the process to be followed to ensure the position is filled with a qualified person.</li> </ul> </li> </ul>	one single sided page per person / position
<b>3.2 Capability and Capacity</b>	
<b>3.2.1</b> Provide brief details of the Respondents existing IT and infrastructure capabilities available to support the delivery of the Services, including: <ul style="list-style-type: none"> <li>a) the existing systems, including IT systems, the Respondent has to support the delivery of the Services</li> <li>b) the other infrastructure the Respondent has in place to support the delivery of the Services</li> </ul>	three single sided pages
<b>3.2.2</b> Provide brief details of the Respondents existing corporate capabilities available to support the delivery of the Services, including: <ul style="list-style-type: none"> <li>a) the Respondent's existing corporate management model</li> <li>b) how the corporate model, including key positions, will support the delivery of the Services</li> </ul>	three single sided pages
<b>3.2.3</b> Provide an overview of the proposed service delivery model, including: <ul style="list-style-type: none"> <li>a) an organisational chart / structure</li> <li>b) how the model provides for timely and responsive advice with a strong understanding of CSIRO's needs</li> <li>c) the resources or team proposed detailing the expected level of time (as a % of one full time equivalent) of each persons' time to be dedicated to this Contract</li> <li>d) any other direct involvement of corporate support, functions or positions in delivering the Services to CSIRO</li> </ul>	three single sided pages, excluding the organisational chart / structure

Response requirement	Page limits
3.3 Processes, systems and tools	
3.3.1 Detail the proposed approach for Contract and Performance Management <div data-bbox="288 465 1209 600" style="border: 1px solid black; padding: 5px;"> <b>NOTE TO RESPONDENTS</b> – CSIRO's expectations are that Respondents will provide at Section 3.3.1 detailed information regarding their approach to the delivery of Contract and Performance Management Services, as outlined in Schedule 1 – Statement of Requirement.           </div>	ten single sided pages
3.3.2 Detail the proposed approach for each of the Exclusive Services a) management information systems (MIS) b) financial support services c) facilities management services <div data-bbox="288 817 1209 952" style="border: 1px solid black; padding: 5px;"> <b>NOTE TO RESPONDENTS</b> – CSIRO's expectations are that Respondents will provide at Section 3.3.2 detailed information regarding their approach to the delivery of each Exclusive Service individually, as outlined in Schedule 1 – Statement of Requirement.           </div>	ten single sided pages for each Service (thirty pages in total), excluding any screen shots used to demonstrate the MIS
3.3.3 Detail the proposed approach to Implementation Management, including by providing: a) a draft Implementation Plan <div data-bbox="288 1108 1209 1243" style="border: 1px solid black; padding: 5px;"> <b>NOTE TO RESPONDENTS</b> – CSIRO's expectations are that Respondents will provide at Section 3.3.3 detailed information regarding their approach to the delivery of Implementation Services, as outlined in Schedule 1 – Statement of Requirement.           </div>	three single sided pages, excluding the draft Implementation Plan
3.3.4 Detail the proposed approach for each of the Optional and Non-Exclusive Services the Respondent wishes to be considered for a) corporate real estate services b) facilities management and building services c) capital works d) subcontractor management e) environmental management <div data-bbox="288 1585 1209 1749" style="border: 1px solid black; padding: 5px;"> <b>NOTE TO RESPONDENTS</b> – Responses to this section are optional. CSIRO encourages Respondents to respond to all services they are capable of delivering. Respondents may not be considered to provide Optional and Non-Exclusive Services where they have responded to this question.           </div> <div data-bbox="288 1794 1209 1921" style="border: 1px solid black; padding: 5px;"> <b>NOTE TO RESPONDENTS</b> – CSIRO's expectations are that Respondents will provide at Section 3.3.4 detailed information regarding their approach to the delivery of each Optional and Non-Exclusive Service individually, as outlined in Schedule 1 – Statement of Requirement.           </div>	five single sided pages for each Service for which the Respondent responds

Response requirement	Page limits
3.4 Cultural fit of the Managed Service Provider	
3.4.1 Provide details of the Respondent's understanding of and compatibility with CSIRO's objectives, environment and needs, including: <ul style="list-style-type: none"> <li>a) an outline of the Respondent's own values and culture</li> <li>b) demonstrated understanding of CSIRO's environment</li> <li>c) how the above will influence the Respondent's management of its staff</li> <li>d) how the above will influence the Respondent's dealings with CSIRO</li> <li>e) any other details relevant to the Services Providers approach to relationship management and customer service processes and systems</li> </ul>	five single sided pages

### 3.5 Price

The Pricing Schedules are provided in a separate document in Microsoft Excel format. The Pricing Schedules should be completed and returned in Microsoft Excel format.

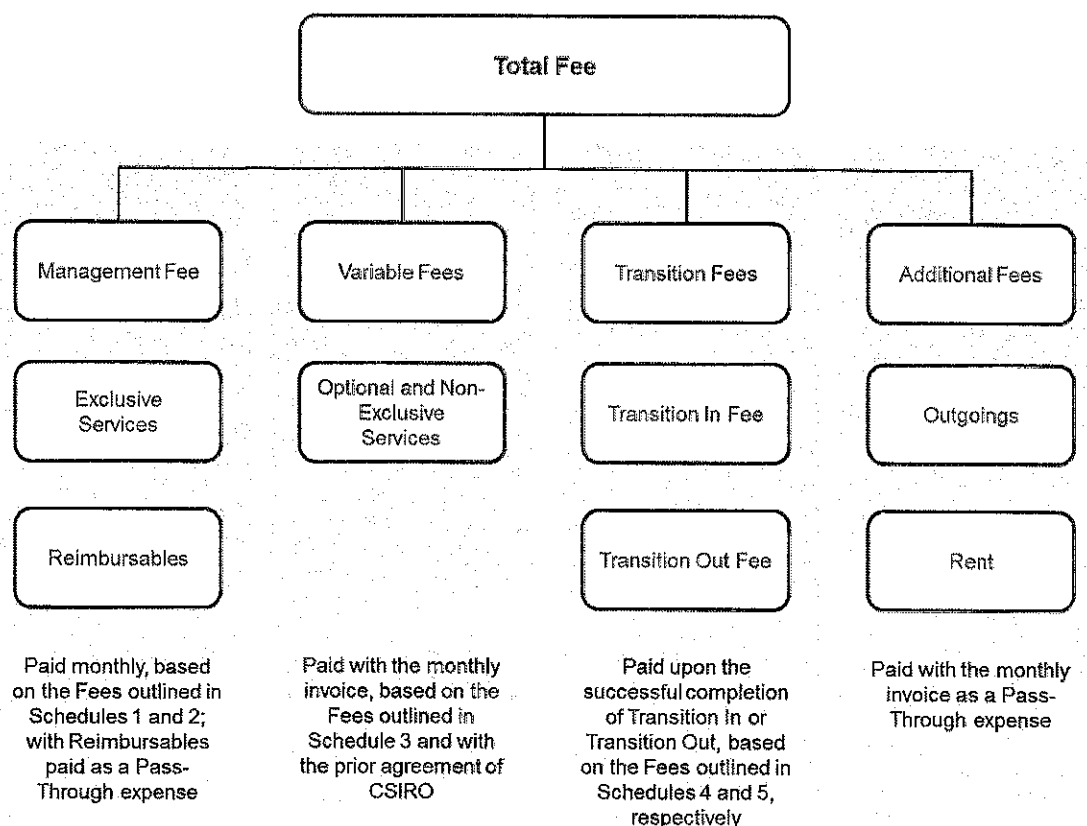
Respondent's should supply prices:

- in Australian dollars
- exclusive and inclusive of GST, as indicated
- taking into account all taxes, levies or charges
- for the first year of the contract only.

The pricing model is broken into the following elements, as represented by the diagram below:

- **Management Fee** – a fixed annual fee, invoiced monthly, for the delivery of Exclusive Services. Where additional services have been required, for example consultancy services, the monthly invoice will include Reimbursables, which are Pass-Through expenses, paid with the prior approval of CSIRO.
- **Variable Fees** – fees incurred in delivering the Optional and Non-Exclusive Services
- **Transition Fees** – fees incurred in delivering the Implementation and Transition Out Services
- **Additional Charges** – Pass-Through expenses incurred for Outgoings and Rent, paid by the Managed Services Provider on behalf of CSIRO.

The Draft Services Contract (at clause 7) and the Statement of Requirement (at section 3.2) provides additional information on the Pricing Model.



### 3.5.1 Pricing Schedule 1 – FTE for Exclusive Services

This Schedule outlines the staffing allocated by the Managed Service Provider to the delivery of the Exclusive Services as provided in the response to Key Personnel (1.2), and Capabilities and Capacity (2.2) of this document. Respondents should indicate:

- a) The position or role description required to deliver the Exclusive Services
- b) The location the position or role will be delivered from
- c) The number of resources, based on a proportion of one Full Time Equivalent (FTE) staff member, allocated to the Service

### 3.5.2 Pricing Schedule 2 – Management Fee for Exclusive Services

This Schedule outlines the Fee charged by the Managed Service Provider for the delivery of the Exclusive Services. Respondents should indicate:

- a) The cost of personnel attributed to each Service, based on the total of Salary and Salary Oncosts only
- b) Any other Fees or charges that will be claimed by the Respondent in delivering the Services.

### 3.5.3 Pricing Schedule 3 – Optional and Non-Exclusive Services

This Schedule outlines the costs associated with the delivery of the Optional and Non-Exclusive Services. Respondents should indicate:

- a) The Optional and Non-Exclusive Service covered by the additional cost; and
- b) The position or role description, or the details of the additional service, required.

Two prices should be submitted for the Optional and Non-Exclusive Services

- c) Unit pricing should CSIRO wish to engage the Managed Service Provider for a once-off provision of the service, including
  - i. The unit of measure, for example:
    - positions or roles may be charged at a cost per hour; or
    - additional services may be charged at a cost per occurrence
  - ii. The cost per unit
- d) Fixed price adjustment to the annual Management Fee, should CSIRO elect to include the Service as an Exclusive Service during the Contract Term.

**NOTE TO RESPONDENTS** – Responses to this section are optional. CSIRO encourages Respondents to respond to all services they are capable of delivering. Respondents may not be considered to provide Optional and Non-Exclusive Services where they have responded to this question.

Should Respondents require a different format for Pricing Schedule 3, for example to charge a proportion of project value for Project Management of Minor Works, they should feel free to alter Pricing Schedule 3 to reflect these needs.

### 3.5.4 Pricing Schedule 4 – Implementation Services

This Schedule outlines the Fees and resources required to deliver the Implementation Services.

In Table A Respondents should detail:

- a) The cost of personnel attributed to Implementation Services, based on the total of Salary and Salary Oncosts only
- b) Any other Fees or charges that will be claimed by the Respondent in delivering Implementation Services.

In Table B Respondents should detail:

- a) The position or role description required to delivery Implementation Services
- b) The location the position or role will be delivered from
- c) The number of resources, based on a total number of hours, allocated to Implementation Services

### Pricing Schedule 5 – Transition Out Services

This Schedule outlines the Fees and resources required to deliver the Transition Out Services.

In Table A Respondents should detail:

- d) The cost of personnel attributed to Transition Out Services, based on the total of Salary and Salary Oncosts only
- e) Any other Fees or charges that will be claimed by the Respondent in delivering Transition Out Services.

In Table B Respondents should detail:

- a) The position or role description required to delivery Transition Out Services
- b) The location the position or role will be delivered from
- c) The number of resources, based on a total number of hours, allocated to Transition Out Services

### 3.5.5 Pricing Schedule 6 – Price Rises and Assumptions

This Schedule outlines any Assumptions made in developing the Respondent's Pricing Schedules.

In Table A Respondents should detail:

- a) Their proposed method of calculating price rises beyond the first year of the contract. If an index is to be used (eg, CPI) the Respondent should indicate the specific Australian Bureau of Statistics Index Number they propose to use as a source of the information.

In Table B Respondents should detail other assumptions made, including:

- b) The Schedule number to which the assumption applies
- c) The table letter to which the assumption applies
- d) The item within the table to which the assumption applies
- e) The details of the assumption and how it would impact the Pricing Schedule if the assumption was found to be incorrect.

Where an assumption applies to more than one Schedule, table or item, Respondent's should feel free to 'group' assumptions, so long as they can articulate which items each assumption applies to.



## 4 UNWEIGHTED EVALUATION CRITERIA

### 4.1 Compliance Tables

- 4.1.1 Respondents are required as part of the Tender to state their compliance to the Terms & Conditions, Statement of Requirement and Draft Contract. Respondents should specify the clause number(s) of the RFT Terms & Conditions, Statement of Requirement and Draft Services Contract, in the table below, with which the Respondent does not agree or comply.

Unless the Respondent expressly states otherwise, the Respondent is taken to agree or comply with the provisions of the RFT Terms & Conditions, Statement of Requirement and Draft Services Contract. In completing the 'Compliance Status' column in the table below, Respondents should indicate their level of compliance with each provision using one of the terms "agree", "does not comply", "partially complies" or "does not understand".

These terms have the following meanings:

<b>agree</b>	means that the Respondent will comply without amendment
<b>does not comply</b>	means that the Respondent will not comply without amendment
<b>partially complies</b>	means that the Respondent will comply partially and that some amendment is required
<b>does not understand</b>	means that the Respondent does not understand

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

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

Clause	Compliance Status	Comments

### 4.2 Conflict of Interest

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

### 4.3 Financial, Legal and Insurance

Please provide the following:

- 4.3.1 The number of years the company has been operating as a business
- 4.3.2 Whether the Respondent will be able to provide the last three financial years' audited financial statements if requested by CSIRO, and if not, why not
- 4.3.3 Either:
- a) confirmation that the Respondent will not subcontract the whole or part of any responsibility without the prior consent in writing of the CSIRO; or
  - b) nomination of any Subcontractors who will be responsible for whole or part of the delivery of the Services in the format of the table below:

Name	Service Provider	ABN	Qualifications and Experience

- 4.3.4 Confirmation that the Respondent is not subject to any petition, claim, action, judgement or decision which would be likely to affect adversely your capacity to supply the required services.

- a) If the Respondent is subject to petitions, claims, actions, judgements or decisions which would be likely to affect adversely your capacity to provide the requirement, please provide details

- 4.3.5 Confirmation that the Respondent is not precluded from tendering for government business

- 4.3.6 Confirmation that the Respondent will comply with all relevant Government policy that covers companies engaged in the supply of the Services.

- 4.3.7 The Respondent's current insurance details, in the format of the table below:

	Public & Product Liability	Professional Indemnity	Workers Compensation
Name of Insurer			
Policy No.			
Amount of Coverage per Claim			
Renewal Date			

## 5 RESPONDENT'S DEED

In this Deed, terms not otherwise defined shall have the meaning ascribed to them in the Tender.

### Compliance with the Tender

In preparing its response and participating in the Tender process, the Respondent has fully complied with the requirements of the Tender.

### Offer

The Respondent undertakes to participate in the Tender process in accordance with the Tender and based on the response.

The response constitutes a complete offer (the Offer) relating to all matters required for the completion of the contract, and accordingly is capable of immediate acceptance by CSIRO so as to form a binding contract.

The Offer shall remain open for acceptance by CSIRO for six months (the Offer Period).

The Offer shall remain open for acceptance by CSIRO for the Offer Period. To the extent that the response does not constitute complete information, relating to matters required for the completion of the Draft Contract, CSIRO may complete the contract at its reasonable discretion for the purposes of a contract, and the Respondent shall execute the contract.

The Respondent is not precluded from tendering for government business

The Respondent is not subject to a judicial ruling against it relating to employee entitlements, not including decisions under appeal, and has not paid the claim.

### Compliance with Draft Services Contract

Other than as set out in the Respondent's response, the Respondent confirms that the response is compliant with all clauses of the Draft Services Contract.

In the event of acceptance of the Offer, CSIRO may require the Respondent to execute Draft Services Contract subject to any amendments noted in the Respondent's Response Template, without entering into further negotiation.

### Conflict of Interest

Other than as set out in the Respondent's response, the Respondent confirms that there are no conflicts of interest that may affect its ability to provide the Services.

The Respondent undertakes to advise CSIRO in writing immediately upon becoming aware of any actual or potential conflicts of interest in respect of the Tender, its response or the provision of the Services.

EXECUTED AS A DEED POLL for the benefit of the CSIRO

SIGNED SEALED AND DELIVERED by Respondent by its duly authorised representative	
Name of Respondent	
Name of Signatory	
Position of Signatory	
Signature	
Date	



Commercial in confidence

**RFT 2012007**

# **Managed Services Provider for property services**

## **Schedule 4 Draft Services Contract**

Commonwealth Scientific  
and Industrial Research  
Organisation

(CSIRO)

and

[#]

(Supplier)

CSIRO Property Services  
Corporate Centre, Limestone Avenue  
Campbell, ACT 2012

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<b>Date</b>	[Insert Date]
<b>Parties</b>	<b>Commonwealth Scientific and Industrial Research Organisation</b> (ABN 41 687 119 230) of Limestone Avenue, Campbell, ACT 2612, (CSIRO)  [insert] (ABN [insert]) of [insert] (Supplier)

<b>Recitals</b>	<p>A. CSIRO and Supplier have agreed to that Supplier will provide facility services in accordance with the terms and conditions of this Contract.</p> <p>B. In particular these services shall constitute;</p> <ol style="list-style-type: none"><li>1. The provision of a help desk for property based services;</li><li>2. The handling of minor property remedial work through contractors authorised or engaged by CSIRO;</li><li>3. The receipt and payment of CSIRO property disbursements and receipts;</li><li>4. The maintenance of a database which will hold pertinent information as set out in the Statement of Requirements.</li></ol>
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**Nature of Work:** Managed services provider for property services as detailed in the Statement of Requirement

**Start Date:** 1 June 2012

**End Date:** 30 August 2017

**Contract Manager:** Joe Colbert, Manager Strategy, Policy and Standards

**AGREE** to the Terms as modified by any Special Conditions.

**EXECUTED AS AN AGREEMENT.**

**SIGNED on** [insert date]

for and on behalf of the **Commonwealth Scientific and Industrial Research Organisation** by an authorised officer in the presence of:

.....  
(Signature of Witness)

)

)

)

)

)

)

.....

(Signature of authorised officer)

.....

(printed name of authorised officer)

**SIGNED on** [insert date] )  
for and on behalf of **[Supplier]** in accordance with )  
section 127(1) of the *Corporations Act 2001* (Cth) ) .....  
by an authorised officer in the in the presence of: ) (Signature of Director/Secretary)  
..... )  
(Signature of Director) .....  
(printed name of Director/Secretary)  
.....  
Printed name of Director

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## **TERMS – Part 1**

### **1 Reporting**

- 1.1 Supplier must provide at no addition cost, written reports on a monthly basis to the Contract Manager as specified in the Statement of Requirement in Schedule 1.
- 1.2 If Supplier considers, or CSIRO advises Supplier, that a milestone or other performance date may not be achieved by the applicable date then Supplier will give CSIRO a written report within 3 business days. This report shall detail:
- (a) Nature of the delay;
  - (b) Anticipated duration of the delay and why the applicable performance date cannot be met;
  - (c) Supplier's reasonable view of the factor that caused the delay and whether this is within the reasonable control of Supplier;
  - (d) The procedures that Supplier proposes to use to ensure that the delayed obligation is met by the new date Supplier proposes, that the impact is minimised and future milestones and performance dates are not affected.

### **2 Meetings**

The parties shall meet as set out in the Statement of Requirement (SOR) in Schedule 1.

### **3 Site**

- 3.1 This Contract applies to those Sites set out in Schedule 1(SOR) Annexure [to be inserted prior to preparing executed version based on information in RFT]

### **4 Policies**

- 4.1 Supplier must, when using CSIRO's Site, comply with the Induction Manual and all reasonable directions of CSIRO, including directions to leave the Site for any period, and all procedures and policies of CSIRO relating to health (including no smoking), safety and security in effect at those Sites, as CSIRO notifies or as might reasonably be inferred from the use to which the Sites are being put. Supplier will act in accordance with CSIRO policies and procedures CSIRO notifies to Supplier in writing and will include the following:
- (a) Health, Safety and Environment; and
  - (b) Security; and

### **5 Security Requirements**

- 5.1 At the request of CSIRO, Supplier must comply with the Induction Manual and in particular:
- (a) comply with CSIRO's security clearance process;
  - (b) obtain security clearance to [insert level] level, within the meaning of the Security Framework as requested by CSIRO;
  - (c) before entering a Site to carry out the Services, any subcontractor and Supplier's personnel must obtain a police check at the expense of the Supplier. Documentation must be provided to CSIRO showing that the police checks have been done and the subcontractor or Supplier's personnel does not have anything listed on the police record that would be of concern to CSIRO; and
  - (d) comply with all security policies and procedures notified by CSIRO from time to time.
- 5.2 If CSIRO requests, Supplier must ensure backup personnel are cleared to cover relief situations such as leave.

- 5.3 Supplier must not disclose any Classified Information unless the disclosure:
- (a) is strictly in accordance with the provisions of the Security Framework; and
  - (b) has first been approved in writing by CSIRO.
- 5.4 In giving any approval to Supplier under clause 5.3(b), CSIRO may impose such conditions as CSIRO thinks fit, including conditions requiring any recipient of Classified Information to obtain a level of security clearance and to enter into a deed in a form acceptable to CSIRO.
- 5.5 Supplier must handle and store any Classified Information in its possession or control strictly in accordance with the provisions of the Security Framework.

## **6 Carrying Out Services**

- 6.1 Supplier will provide all premises, equipment (including communications equipment), devices, tools and safety devices reasonably required to perform the Services. Supplier shall be responsible at all times to ensure that such items are in good and safe operating condition and be legally compliant with any relevant Law.
- 6.2 In addition to the above, Supplier shall carry out the Services in accordance with the Statement of Requirement in Schedule 1

## **7 Handling of monies**

- 7.1 CSIRO has established the Property Bank Account, from which Supplier must pay Property Expenses and must deposit any revenue, including Property Income, received from third Parties and which is payable to CSIRO
- 7.2 Supplier must ensure that any persons paying a Property Expense is authorised to do so by CSIRO in writing. CSIRO will reasonably authorise Supplier personnel to operate the Property Bank Account when requested so to do by Supplier in writing. Supplier must at all times that any person paying a Property Expense does so only strictly in accordance with an express written instruction from CSIRO. No less than 2 authorised Supplier personnel must sign any cheque of withdrawal from the Property Bank Account. If Supplier holds a cheque book, pass codes keys or words to the Property Bank Account, it must ensure that these are kept in a secure place and must notify the Contract Manager promptly in the event such security is believed to have been compromised or a reasonable person would believe this to be the case.
- 7.3 CSIRO shall, as required by the SOR, deposit funds equivalent to the Property Expenses into the Property Bank Account. This will occur for a set period at regular intervals and shall be sufficient to pay the Property Expenses for the corresponding period.
- 7.4 CSIRO acknowledges and agrees that funds deposited into the Property Bank Account in accordance with this clause must be applied by Supplier for the payment of Property Expenses.
- 7.5 Supplier must not pay or allow any money other than money due to CSIRO to be deposited into the Property Bank Account.
- 7.6 On each day that a payment has been made during the Term, Supplier must record in a statement the amount of Property Expenses paid by Supplier on that day. Supplier must provide this statement on request by CSIRO.
- 7.7 Supplier must ensure that all moneys received on behalf of CSIRO from other parties are banked in the Property Bank Account as soon as practicable and, in any event, no later than the next business day.
- 7.8 Where any loss of CSIRO money to which Supplier has access occurs, Supplier is liable and will indemnify CSIRO and its officers and employees ("those indemnified") from and against

any Loss incurred by any of those indemnified except to the extent that such Loss was caused by any act or omission of those indemnified.

- 7.9 Without affecting or limiting CSIRO's rights under the Contract, if Supplier fails to disburse any payment in accordance with the terms required of such payment, Supplier will indemnify CSIRO for the amounts charged by any person or any cost, loss or expense incurred by CSIRO as a result of such failure to act in accordance with the terms of the relevant lease or other obligation.

## **8 Implementation/Transition Out**

- 8.1 Supplier and CSIRO must comply with their obligations in the Implementation Plan (refer Appendix 1 to Schedule 1 – Statement of Requirements) and must cooperate for the purpose of facilitating the smooth transition of the provision of the Services by Supplier in accordance with the Implementation Plan.
- 8.2 Supplier may be required to perform some Services during the Implementation Period. These Services will be specified in the Implementation Plan and the Supplier will be entitled to be paid for those Services as specified in Item 3.
- 8.3 Notwithstanding clause 8.1, CSIRO is not required to hand over provision of the Services to Supplier until Supplier has demonstrated to the satisfaction of CSIRO that it is ready to assume responsibility for the provision of the Services.
- 8.4 Within 6 months after the Start Date, Supplier must (at no additional cost to CSIRO) develop, in consultation with and for approval by CSIRO, a transition out plan that will provide for the transition out of Services from Supplier to CSIRO or its nominee at the expiration or termination of this Contract (in whole or part) ("Transition Out Plan").
- 8.5 The Transition Out Plan must set out all the obligations to be performed by each party in order to achieve the orderly transition and continuity of Service to CSIRO or another supplier.
- 8.6 Supplier must comply with the Transition Out Plan and provide all reasonable assistance and cooperation necessary to transfer the Services to CSIRO or an alternative supplier in a manner which ensures continued provision of the Services or services similar to the Services (as the case may be).
- 8.7 Supplier must regularly update the Transition Out Plan to ensure it is at all times consistent with the Services, and facilitates the most efficient transition to an alternative supplier.
- 8.8 The parties will review the Transition Out Plan annually and not less than 6 months prior to the scheduled expiration of this Contract to ensure that the Transition Out Plan remains appropriate to the circumstances of CSIRO.
- 8.9 Supplier agrees that it will not hinder in any way, the transition of the provision of services similar to the Services to a new supplier upon termination or expiration of this Contract or part of this Contract.

## **9 Indemnity**

- 9.1 Supplier indemnifies CSIRO against all Loss that CSIRO may sustain or incur directly or indirectly from:
- (a) Any breach of the Contract by Supplier and any negligent act or omission of Supplier however Supplier's liability will not exceed in aggregate three (3) times the price paid and to be paid by CSIRO for the Services however this limit will not apply where the liability results from any unlawful or wilfully wrong act or omission of Supplier, property damage, personal injury or death caused by Supplier; or
  - (b) Any infringement by Supplier of the Intellectual Property rights, Moral Rights or privacy rights of any party;

Except to the extent that any negligent act or omission of CSIRO contributed to the Loss.

**10 Insurance**

- 10.1 Supplier must, at its own expense, effect and maintain with a reputable insurer for the term of the Contract and until 6 years after the end of the Contract:
- (a) a public liability policy of insurance for an amount of \$20 million per occurrence for the purposes of the Contract;
  - (b) workers' compensation insurance as required under relevant statutes or regulations; and
  - (c) professional indemnity insurance for an amount of \$10 million per occurrence.
- 10.2 Supplier must provide evidence of its insurance to CSIRO immediately on request.

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## TERMS – Part 2

### 11 Term

- (a) The Contract will commence on the Start Date and will terminate on the End Date.
- (b) CSIRO may extend the Initial Term of the Contract for 2 additional Terms each being 2 years duration by notice in writing to Supplier to be provided at any time prior to the expiry of the current Term.
- (c) If the parties do not extend the term of the Contract, then the Contract will automatically continue until either party gives 1 month's prior written notice to the other party terminating the Contract.

### 12 Services

- 12.1 Supplier must perform the Services as described in the Contract and the Statement of Requirement in Schedule 1 which may include additional and ad hoc Services as agreed from time to time.

### 13 Fee and Invoice Procedures

- 13.1 Subject to **clauses 21** and 22, the fees payable by CSIRO to Supplier for the Services are set out in Annexure 1 (Effort and Pricing Details) to Schedule 1. Unless CSIRO agrees otherwise in writing, Supplier is liable for any other fees, taxes, duties, charges or expenses (including travel and accommodation costs) under this Contract.
- 13.2 Supplier must submit invoices to the Contract Manager. If the Contract Manager, having assessed Supplier's performance, is satisfied that the Goods or Services in respect of which the invoice is issued have been performed in accordance with the Contract, the Contract Manager will arrange for the relevant fees to be paid within 30 days of receiving the invoice.
- 13.3 The invoice must state the following information:
  - (a) An Invoice Number and date;
  - (b) CSIRO Purchase Order Number;
  - (c) CSIRO Job Number and/or Variation Contract Number;
  - (d) CSIRO Contract Manager;
  - (e) Supplier's ABN;
  - (f) Outlines the Services provided at the various Sites;
  - (g) Identifies the Contract amount claimed;
  - (h) Identifies variation amount claimed; and
  - (i) Where an explanation is necessary, is accompanied by documentation substantiating the amount claimed.

- 13.4 Supplier must issue to CSIRO a Tax Invoice for each Taxable Supply it makes to CSIRO and requires payment from CSIRO. CSIRO is not obliged to pay Supplier until it has received from Supplier a Tax Invoice for the relevant Taxable Supply.

### 14 GST

- 14.1 Any consideration for any supply by Supplier to CSIRO under or in connection with this Contract excludes any GST payable on that supply. If GST is or will be payable on any supply made by Supplier to CSIRO under this Contract, CSIRO agrees to pay Supplier the amount of the GST as additional consideration.

- 14.2 If a payment by Supplier to satisfy a claim by CSIRO under or in connection with this Contract (for example, for a breach of any representation or warranty by the Supplier) gives rise to a liability to pay GST, the Supplier must pay, and indemnify CSIRO from, the amount of that GST.
- 14.3 The amount CSIRO may recover in respect of any Supplier indemnity, representation or warranty under this Contract includes the amount of GST payable on the cost in relation to which the indemnity, representation or warranty is paid, but excludes the amount of any input tax credit or other credit to which CSIRO is entitled in respect of the cost recovered.
- 14.4 If a party has a claim under or in connection with this Contract for a cost on which that party must pay GST, the claim is for the cost plus all GST (except any GST for which that party is entitled to an input tax credit).
- 14.5 If a party has a claim under or in connection with this Contract whose amount depends on actual or estimated revenue or which is for a loss of revenue, revenue must be calculated without including any amount received or receivable as reimbursement for GST (whether that amount is separate or included as part of a larger amount).
- 14.6 Supplier warrants it is registered for GST.
- 15 Government Taxes, Duties and Charges**
- 15.1 Subject to clause 14, Supplier must bear all Taxes imposed or levied in Australia or overseas in connection with the performance of the Services.
- 16 Contract Manager**
- 16.1 The person specified on the cover sheet of this Contract will be the Contract Manager with responsibility for supervision of the Contract on behalf of CSIRO and authority to issue and receive any written notification under the Contract. CSIRO may change the Contract Manager from time to time by notifying Supplier of the new Contract Manager in writing.
- 17 Quality And Performance**
- 17.1 Supplier must perform all Services at the time, place, and in the manner stated in the Contract or as CSIRO specifies in writing.
- 17.2 Supplier must perform the Services at a high standard with all due skill, care and diligence. Supplier must comply with any requirements relating to the Services as stated in the Contract.
- 17.3 ; and
- 17.4 Without limiting clauses 17.2, all Services must be free from defects in performance, meet their purpose and be complete.
- 17.5 Supplier in performing the Services must:
- (a) at all times exercise good faith in the best interests of CSIRO and must keep CSIRO fully and regularly informed as to all matters affecting or relating to the Services;
  - (b) have the skills, qualifications and experience to perform the Services in an efficient and controlled manner, with a high degree of quality and responsiveness;
  - (c) produce all relevant and current licences, including, where relevant, certificates of competency, that are legally required to carry out any of the Services at the time Supplier seeks to enter any Site and prior to commencing the carrying out of any Services;

- (d) continuously seek to improve the quality, effectiveness and efficiency, including cost effectiveness, of the Services and must inform CSIRO of reduced costs as they occur; and
- (e) ensure that all information provided to CSIRO, including in reports and documents provided to CSIRO, is correct, complete and not misleading in any respect.

## **18 No Assignment or Subcontracting**

- 18.1 Supplier must not sub-contract the performance of the Services or assign the Contract without the written consent of CSIRO which may be withheld or may be subject to conditions. It will be a condition of CSIRO's consent that the subcontractor must comply with the relevant terms and conditions of this Contract and that Supplier supply to CSIRO such details of the subcontractor as CSIRO requires.
- 18.2 The Supplier acknowledges and agrees that:
- (a) CSIRO may disclose the names of all subcontractors engaged to carry out any of the Services; and
  - (b) it will inform all subcontractors that CSIRO may publicly disclose the names of any subcontractors engaged in the performance of the Services.
- 18.3 Any subcontract Supplier enters into will:
- (a) Require that the subcontractor has not been named by the Equal Opportunity for Women Agency as not complying with the *Equal Opportunity for Women in the Workplace Act 1999* (Cth);
  - (b) Prohibit further subcontracting unless CSIRO specifically approves;
  - (c) Flow down the obligations under this Contract to the extent necessary to ensure Supplier can perform its obligations; and
  - (d) Be given to CSIRO on request (without prices if Supplier requires).
- 18.4 Supplier will breach clause 18 if there is a Substantial Change in Supplier.

## **19 Protection**

- 19.1 Supplier must take all necessary reasonable and tradesman like steps to minimise nuisance or interference from the execution of the Services (including minimising noise and disturbance) to CSIRO's employees or agents, occupants of the Site or adjoining premises, and members of the public and to ensure the protection of people and property from damage or interference from execution of the Services.
- 19.2 The Supplier is responsible for the good and proper conduct of its employees and its subcontractor's employees on the Site and must ensure these people conduct themselves in a civil, obliging and inoffensive manner.
- 19.3 The Contract Manager may direct Supplier to remove from the Site or from any activity connected with the Services, any person who, in the opinion of the Contract Manager:
- (a) misconducts himself/herself;
  - (b) is incompetent or negligent; or
  - (c) is otherwise unsuitable to perform work.
- Supplier must comply with that direction within the time specified by the Contract Manager.
- 19.4 CSIRO is not responsible for arranging vehicle parking for persons engaged in the Services, but if parking is available and provided on the Site, Supplier must ensure all its employees

and its sub-contractor's employees' vehicles are parked in the area designated by the Contract Manager.

## **20 Health, Safety and Environment**

- 20.1 Supplier must take all necessary and reasonable precautions to ensure the safety and health of all Site personnel, CSIRO's employees or agents, occupants of adjoining premises, members of the public and third parties.
- 20.2 Supplier must, in performing the Services, comply with:
- (a) Laws (including performing the functions and duties of a principal or principal supplier under the Laws);
  - (b) local, state or other specified standards or codes of practice, whichever are the most stringent, unless specified otherwise;
  - (c) any specific health, safety and environment (HSE) requirements identified in the Contract ; and
  - (d) CSIRO's safety procedures and guidelines notified to it from time to time.
- 20.3 Supplier must execute the Services with due regard and attention to HSE issues which may affect it, its subcontractors or employees, CSIRO's employees (except where Supplier has exclusive use of the Site) and any third parties. Supplier must:
- (a) Prior to carrying out any Services, provide a risk assessment and risk mitigation plan that is agreed with the Contract Manager;
  - (b) provide and maintain a safe working environment and safe systems of work and ensure plant and substances are maintained in a safe condition;
  - (c) comply with the Contract Manager's direction to correct, repair or make good any HSE deficiencies;
  - (d) provide, at the Contract Manager's request, details of HSE risk management programs, training records, safety checklists or other records to enable CSIRO to determine Supplier's level of competence and Supplier's performance of its obligations under this Contract;
  - (e) provide promptly accident investigation reports to the Contract Manager of all injuries, illness and property damage arising out of execution of the Services and within any time limits specified by CSIRO;
  - (f) provide all necessary safety equipment and training of employees and subcontractors which may be required for the execution of the Services;
  - (g) immediately inform Contract Manager of any spill of a chemical substance or any unauthorised atmospheric release over which Supplier has principal control;
  - (h) complete all necessary forms and pay any fees applicable under the Laws;
  - (i) obtain all appropriate and necessary permits prior to commencing services in specific areas of Sites; and
  - (j) be responsible for cleaning up work areas as Supplier proceeds and leaving the work site clean and safe on a daily basis.
- 20.4 Where Supplier controls the Site, Supplier must institute an appropriate Site induction program to ensure all employees and subcontractors receive appropriate instruction in relation to Site HSE issues and Supplier's safety program.



- 20.5 Supplier must provide quarterly reports on HSE performance (including safety inspection documentation) at Site meetings and make available an appropriate representative to assist the Contract Manager review Supplier's Site HSE procedures.
- 20.6 If Supplier fails to comply with the requirements specified in this clause, the Contract Manager may direct Supplier to suspend the Services at the Supplier's expense. The Contract Manager is not obliged to direct Supplier to recommence the execution of the Services until Supplier has remedied the default.
- 20.7 Supplier is not entitled to any adjustment to the Fee or extension to the Term, because of the Contract Manager giving a direction to Supplier to suspend the execution of the Services under this clause.
- 20.8 Supplier must also comply with any other requirements specified in the Statement of Requirement in Schedule 1.

## **21 Inspection And Acceptance Of Services**

- 21.1 CSIRO may inspect the performance and outcome of the Services at any time to ensure adherence to the Contract and the Statement of Requirement, and for that purpose Supplier must give at reasonable times and upon reasonable notice CSIRO's representatives access to the premises, records and Contract Material where Supplier is performing Services. CSIRO may take copies of any such records and Contract Material and remove them from the premises. CSIRO will endeavour not to unreasonably delay or disrupt Supplier's performance of its obligations under the Contract.
- 21.2 If there is a defect in the performance of the Services, or the Services are not complete, CSIRO by notice may require Supplier to remedy the defect, complete the Services or redo the Services at no additional cost to CSIRO.
- 21.3 Where Supplier fails to remedy a defect in the performance of the Services, complete the Services, or redo the Services, within 14 days after notification by CSIRO under this clause, CSIRO may perform or have performed the necessary work and recover the cost from Supplier, without prejudice to any other rights or remedies CSIRO may have.

## **22 Evaluation Of Performance**

- 22.1 The Contract Manager will monitor Supplier's performance systematically throughout the Term. Performance indicators will include:
- (a) timeliness;
  - (b) provision of regular project reports;
  - (c) performance of all tasks included in the performance of the Services and delivery of the Goods;
  - (d) satisfactory standards of workmanship and achievement of all performance standards included in the Contract;
  - (e) provision of advice which enables effective action to be taken by CSIRO;
  - (f) adherence to budget; and
  - (g) ability to respond effectively to the requirements of the Contract Manager under the terms and conditions of the Contract.
- 22.2 Supplier must comply with any reasonable direction the Contract Manager gives within the general scope of the Contract.
- 22.3 The parties acknowledge and agree that the service levels contained within Schedule 1 – Statement of Requirement represent minimum standards of performance which Supplier is required to meet.

**22.4 Supplier must:**

- (a) at all times achieve or exceed the service levels;
- (b) improve its level of performance in accordance with the service levels;
- (c) report to CSIRO on its performance against the service levels in the manner and at the times specified in Schedule 1 and
- (d) to the extent that a level of service for any Service is not defined by an applicable service level, perform that Service in accordance with standards of diligence and care normally exercised by duly qualified and experienced persons in performing comparable services, including any CSIRO, Commonwealth or industry standards and guidelines

**22.5 Supplier must:**

- (a) measure its performance against the service levels;
- (b) provide to CSIRO details of measurement of service levels and reporting of service levels as required by CSIRO;
- (c) report on its performance to the CSIRO in the manner and time frame set out in Schedule 1
- (d) use appropriate measurement and monitoring tools and procedures to measure its performance accurately; and
- (e) provide CSIRO with information and access to those measurement and monitoring tools and procedures on request, to verify that they accurately measure the Supplier's performance.

**22.6 If Supplier fails to meet any service level (whether due to the fault of Supplier or otherwise), Supplier must:**

- (a) investigate the underlying causes of the failure to meet the service level (Service Problem) and use its best efforts to preserve any data indicating the cause of the Service Problem;
- (b) prepare and deliver to CSIRO a report identifying the Service Problem within 2 Business Days;
- (c) take whatever action is reasonably necessary to minimise the impact of the Service Problem and prevent it from recurring;
- (d) correct the Service Problem and meet the service level; and
- (e) advise CSIRO, as and to the extent requested by CSIRO, of the status of remedial efforts being undertaken with respect to the underlying cause of the Service Problem.

**22.7 Supplier must perform the actions set out in clause 22.6 at no additional cost to CSIRO.**

**23 Auditor General and Privacy Commissioner**

**23.1** The rights of CSIRO under clause 21.1 apply equally to the Auditor-General, the Privacy Commissioner, or their respective delegates, for performing the Auditor-General's or Privacy Commissioner's statutory functions or powers.

**23.2** Supplier must do all things necessary to comply with the Auditor-General's or the Privacy Commissioner's or their delegate's reasonable requirements.

**23.3** Nothing in this Contract reduces limits or restricts in any way any function, power, right or entitlement of the Auditor-General, the Privacy Commissioner or their delegates.

- 23.4 This clause applies during and for 7 years from the end of this Contract.

## **24 Intellectual Property**

- 24.1 CSIRO will own the Intellectual Property in all Contract Material immediately upon its creation.
- 24.2 The Contract does not affect Supplier's or CSIRO's ownership of Intellectual Property rights in any pre-existing material. However, Supplier grants to CSIRO a permanent, irrevocable, royalty-free, non-exclusive licence (including a right of sublicense) to use, reproduce, publish, adapt and exploit the pre-existing material anywhere in the world insofar as it relates to and is necessary for CSIRO's full use of the Contract Material and for full benefit of the Contract.
- 24.3 Supplier must compile all Contract Material neatly and legibly and ensure it contains adequate information to demonstrate the nature and extent of the Goods and Services, and to support all conclusions, findings and opinions. Supplier will arrange Contract Material in an Excel spreadsheet format (or an another agreed format) that CSIRO can use and manipulate without the assistance of Supplier.
- 24.4 Supplier warrants that it has done all that is necessary to ensure that CSIRO is not exposed to any Moral Rights claims.
- 24.5 On or before the end of the Contract, or on any date specified in the Contract for delivery of Contract Material, Supplier must deliver to CSIRO all Contract Material and, if necessary, transfer any Intellectual Property to CSIRO.
- 24.6 Supplier must not use CSIRO's name, trademarks or logos without CSIRO's prior written consent.
- 24.7 This clause will survive the end of the Contract.

## **25 Confidentiality And Disclosure Of Information**

- 25.1 Neither party, its employees, agents and sub-contractors must disclose or make public any Confidential Information of the other party without the prior approval in writing of that party.
- 25.2 CSIRO may disclose any Supplier Confidential Information:
- (a) to the extent required by law or by a lawful requirement of any Government or Governmental body, authority or agency having authority over CSIRO;
  - (b) if required in connection with legal proceedings;
  - (c) for public accountability reasons, including a request for information by parliament or a parliamentary committee;
  - (d) for any other reporting requirements of CSIRO; or
  - (e) to CSIRO staff and contractors on a need-to-know basis where they have entered into an arrangement to preserve the confidentiality of the information.
- 25.3 This clause will survive the end of the Contract.

## **26 Privacy**

- 26.1 Supplier must comply with its obligations under the Privacy Act 1998 and warrants that it has not acted or omitted to act so as to expose CSIRO to a breach of privacy claim.
- 26.2 This clause will survive the end of the Contract.

## **27 Conflict Of Interest**

- 27.1 Supplier warrants to the best of its knowledge that, at the date of signing the Contract, no conflict of interest exists or is likely to arise in its performance of the Contract which CSIRO has not already consented to in writing.

- 27.2 If, during the term of the Contract, a risk of conflict of interest arises or if a conflict of interest actually occurs, Supplier will notify CSIRO immediately in writing of that risk or conflict and to take steps as CSIRO reasonably requires dealing with the conflict. If Supplier does not deal with the conflict as required, CSIRO may terminate the Contract in accordance with clause 31.

## **28 CSIRO Business Records**

- 28.1 Supplier must ensure that all material (including any correspondence) which contains information which it created in the delivery of the Goods or performance of the Services is stored in electronic copy in a medium that CSIRO advises is acceptable.

## **29 Negation Of Employment And Agency**

- 29.1 The Contract and its context do not make Supplier an employee, partner or agent of CSIRO. Supplier or its employees must not represent themselves as being employees, partners or agents of CSIRO.

## **30 Termination For Convenience**

- 30.1 CSIRO may terminate at any time in writing all or part of the Contract and Supplier must cease or reduce work according to the tenor of the notice and must immediately do everything possible to mitigate consequential losses.

- 30.2 If CSIRO terminates the Contract under clause 30.1, CSIRO is only liable for:

- (a) payment of fees for Services performed before the effective date of termination, provided Supplier performed those Services in accordance with the Contract and Supplier is not otherwise in breach of the Contract; and
- (b) subject to this clause, any unavoidable Loss Supplier incurs or sustains and directly attributable to the termination or partial termination of the Contract, provided that Supplier fully substantiates the costs to CSIRO. These costs, in addition to any amounts paid or due, or becoming due, must not exceed total fees paid under the Contract up to and including the effective date of termination.

- 30.3 In the event of partial termination, CSIRO's liability to pay the fees, in the absence of agreement to the contrary, will abate proportionately to the reduction in the Services and Goods.

## **31 Other Termination**

- 31.1 In addition to its rights at common law, CSIRO may, by notice in writing to Supplier, end the Contract immediately in whole or in part if:

- (a) Supplier suffers an Insolvency Event;
- (b) Supplier undergoes a Substantial Change;
- (c) Supplier breaches the Contract which is not, in the opinion of CSIRO, capable of rectification;
- (d) Supplier breaches the Contract and Supplier does not rectify the breach within 14 days after receiving a notice from CSIRO requiring Supplier to rectify the breach;
- (e) Supplier engages in dishonest or fraudulent conduct; or
- (f) Supplier fails to perform its obligations for over 60 days due to an Unforeseen Event that CSIRO did not cause.

- 31.2 Where, before the Contract ends under clause 31.1, CSIRO has made any payment in advance to Supplier for which it has not received Services or Goods, Supplier must repay the amount of that payment to CSIRO immediately on termination and, if not repaid, it becomes a debt.

- 31.3 If the Contract ends under clause 31.1:
- (a) subject to the Contract, the parties will be relieved from future performance, without prejudice to any right of action that has accrued at the date of termination;
  - (b) any rights to damages are not affected; and
  - (c) Supplier must comply with all obligations in the Contract relating to Contract Material.
- 31.4 If a competent authority determines that a purported termination by CSIRO under clause 31.1 is not a termination, then the parties will regard that purported termination to be a termination under clause 30.1 which termination has effect from the date of the notice of termination.
- 31.5 If payment under an indemnity to CSIRO gives rise to a liability for CSIRO to pay GST, Supplier must pay and indemnify CSIRO against the amount of such GST.
- 31.6 This clause will survive the end of the Contract.

## **32 Variation Of Contract**

- 32.1 If at any time during the Term, CSIRO determines that the form, quality or quantity of the Services under the Contract should be varied, CSIRO may direct Supplier to do all or any one or more of the following things:
- (a) Increase, decrease or omit any part of the Services under the Contract;
  - (b) Change the character or quality of any of the Services;
  - (c) Provide additional Services.
- 32.2 No variation shall invalidate the Contract. Each variation shall be valued in accordance with the procedures described in this clause, and unless otherwise directed by CSIRO, such valuation shall be determined before the Work to which the variation relates is commenced.
- 32.3 A variation shall be valued consistent with the rates included in the Statement of Requirement in Schedule 1, where CSIRO determines those rates are applicable. Where CSIRO determines the rates in Schedule 1 do not apply, the value of variation shall be determined by agreement between Supplier and CSIRO, but if Supplier and CSIRO fail to agree on the value CSIRO shall determine such rate or price.
- 32.4 The parties may otherwise only vary the Contract by mutual consent in writing.
- 32.5 Where a party wants to change this Contract in any way it will give the other party notice of the details of the change.
- 32.6 A change notice or a response to a change notice will also include as applicable:
- (a) Reasons for the change;
  - (b) Any changes to the fees; and
  - (c) Any other conditions applicable to the change including changes to the performance timeframe,
- (‘Change Impact’).**
- 32.7 Each party will respond to a Change Impact within 14 days of receiving it.
- 32.8 Where parties agree on a Change Impact, they will sign a variation setting out the agreed change and any agreed fees and other conditions.
- 32.9 From time to time Contract Manager may informally release Supplier from certain incidental responsibilities of a negligible material value or request certain things be done instead. This does not constitute a formal or permanent variation to the Contract and shall not release Supplier from any ongoing obligations under the Contract. Where the Contract Manager gives

such a determination, whether in writing or verbally, Supplier must note the details in the next monthly report.

### **33 Entire Contract**

- 33.1 The Contract is the entire agreement between the parties and supersedes all previous correspondence, contracts and arrangements between the parties relating to the Services and Goods except to the extent the Contract incorporates them.

### **34 Security Guarantee**

- 34.1 CSIRO may require Supplier to, at no additional cost to CSIRO, provide to CSIRO, no later than 14 days prior to CSIRO paying any monies under this Contract, security in the form as set out in Schedule 2 or otherwise in a form acceptable to CSIRO which must be:
- (a) executed by a financial institution approved by CSIRO and be stamped (if required); and
  - (b) for the minimum sum of the Fee,
- (Financial Undertaking).**

- 34.2 The Financial Undertaking is for ensuring the due and proper performance by Supplier of its obligations under the Contract. CSIRO may demand any sum under the Financial Undertaking for amounts owed to CSIRO by Supplier under the Contract.

### **35 Notices**

- 35.1 A party may deliver notices under the Contract by prepaid postage, by hand, to another party at the address set out at the beginning of the Contract or such other address a party may notify in writing to the other.
- 35.2 A notice is deemed to have been delivered in the case of prepaid postage, on the 3<sup>rd</sup> (7<sup>th</sup>, if posted to or from a place outside of Australia) day after posting.
- 35.3 If a notice is given after 5.00 pm in the place of receipt or on a day that is not a Business Day in the place of receipt, it is deemed to have been given at 9.00 am on the next day that is a Business Day in that place.

### **36 Unforeseen Event**

- 36.1 When an Unforeseen Event has occurred, the non-performing party will not have to perform the obligations affected for as long as the circumstances prevail provided the non-performing party is without fault in causing or failing to prevent the failure or delay and continues to use its best endeavours to recommence performance whenever and to whatever extent possible immediately. Any party delayed in its performance will immediately notify the party to whom performance is due and describe in reasonable detail the circumstances causing the delay.
- 36.2 During any period in which Supplier is not performing obligations because of claimed Unforeseen Event, CSIRO may (but need not) make alternative arrangements for the performance, whether by another person or otherwise, of any obligation that Supplier is not performing without incurring any liability to Supplier.

### **37 National Code Of Practice For The Construction Industry**

- 37.1 Supplier acknowledges that it is aware of the provisions of the National Code of Practice for the Construction Industry (Code) and the Australian Government Implementation Guidelines for the National Code (Guidelines), reissued August 2009, and that it has complied with the Code and the Implementation Guidelines in the preparation and submission of its response to any tender.
- 37.2 This clause 37 applies only to the extent that work under the Contract is covered by the Code and the Guidelines.

- 37.3 Supplier must comply with the Code and Guidelines. Copies of the Code and the Guidelines are available at [www.Deewr.gov.au/building](http://www.Deewr.gov.au/building).
- 37.4 Compliance by Supplier with the Code and the Guidelines will not relieve Supplier from any of its obligations under the Contract or from liability in performing the Services arising from compliance with the Code or the Guidelines.
- 37.5 Where a proposed change in the Contract would affect compliance with the Code and Guidelines, Supplier must submit a report to CSIRO specifying the extent to which Supplier's compliance with the Code and Guidelines would be affected.
- 37.6 Supplier must maintain adequate records of the compliance with the Code and Guidelines by:
- (a) Supplier;
  - (b) any subcontractors;
  - (c) its consultants; and
  - (d) related entities (as defined in the Guidelines).
- 37.7 If Supplier does not comply with the requirements of the Code or the Guidelines in the performance of this Contract such that a sanction is applied by the Minister for Employment and Workplace Relations, the Code Monitoring Group or the Commonwealth, without prejudice to any rights that would otherwise accrue, those parties shall be entitled to record that non-compliance and take it, or require it to be taken, into account in the evaluation of any future tenders that may be lodged by Supplier or a related entity of Supplier in respect of work funded by the Commonwealth or its agencies.
- 37.8 While acknowledging that value for money is the core principle underpinning decisions on Government procurement, when assessing tenders, Supplier may give preference to subcontractors and consultants that have a demonstrated commitment to:
- (a) Adding and/or retaining trainees and apprentices;
  - (b) Increasing the participation of women in all aspects of the industry; or
  - (c) Promoting employment and training opportunities for Indigenous Australians in regions where significant indigenous populations exist.
- 37.9 Supplier agrees to require that it and its subcontractors or consultants and its related entities provide the Commonwealth, including a person occupying a position in the Office of the Australian Building and Construction Commissioner, with access to:
- (a) inspect any work, material, machinery, appliance, article or facility;
  - (b) inspect and copy any record relevant to the project and works the subject of the Contract; and
  - (c) interview any person,
- as is necessary to demonstrate its compliance with the Code and Guidelines.
- 37.10 Supplier and its related entities must agree to any request from CSIRO or any person authorised by the Commonwealth, including a person occupying a position in the Office of the Australian Building and Construction Commissioner, to produce a specified document within a specified period, in person, by fax or by post.
- 37.11 Clause 37.9 applies in relation Supplier's new privately funded construction sites.
- 37.12 Supplier must ensure that all subcontracts impose obligations on subcontractors equivalent to the obligations under this clause 37.

37.13 Supplier must not appoint a subcontractor, consultant or supplier in relation to the Services where:

- (a) the appointment would breach a sanction imposed by the Minister for Employment and Workplace Relations; or
- (b) the subcontractor or consultant has had a judicial decision against them relating to employee entitlements, not including decisions under appeal, and has not paid the claim.

### **38 Unpaid Employee Entitlements**

38.1 Supplier warrants that it does not at the time of entering into this Contract have any judicial decisions against it (except any under appeal by it) in respect of unpaid employee entitlements.

### **39 Fair Work**

39.1 Supplier must comply, and as far as practicable must ensure its subcontractors comply, with all relevant requirements of the Fair Work Principles as set out in the Fair Work Principles User Guide (available at [www.deewr.gov.au/fairworkprinciples](http://www.deewr.gov.au/fairworkprinciples)), including by:

- (a) complying with all applicable workplace relations, occupational health and safety, and workers' compensation laws;
- (b) informing CSIRO of any adverse court or tribunal decision for a breach of workplace relations law, occupational health and safety laws, or workers' compensation laws made against it during the term of the Contract and any remedial action it has taken, or proposes to take, as a result of the decision;
- (c) providing CSIRO any information the CSIRO reasonably requires to confirm that the Supplier (and any subcontractor) is complying with the Fair Work Principles; and
- (d) participate in all compliance activities associated with its legal obligations, including those arising under the Fair Work Principles. Compliance activities may include responding to requests for information and/or audits undertaken by the Commonwealth, its nominees and/or relevant regulators.

39.2 Compliance with the Fair Work Principles shall not relieve Supplier from its responsibility to comply with its other obligations under the Contract.

39.3 If Supplier does not comply with the Fair Work Principles, without prejudice to any rights that would otherwise accrue to the Commonwealth, the Commonwealth shall be entitled to publish details of the Supplier's failure to comply (including the Supplier's name) and to otherwise provide those details to other Commonwealth agencies.

39.4 As far as practicable, Supplier must:

- (a) not use a subcontractor in relation to this Contract where the subcontractor would be precluded from contracting directly with the Commonwealth under the requirements of the Fair Work Principles; and
- (b) ensure that all subcontracts impose obligations on subcontractors equivalent to the obligations under these Contract clauses 39.1 to 41.4.

### **40 Right of Set Off**

40.1 CSIRO may apply any monies that Supplier owes to CSIRO against money CSIRO owes to Supplier.

### **41 Dispute Resolution**



- 41.1 The parties will use reasonable efforts in good faith to confidentially resolve disputes which arise between them arising out of or in connection with the Contract (including its existence, validity or termination).
- 41.2 A party may give the other party a notice of dispute (**dispute notice**). Following the giving of a dispute notice, the respective supervisors of Supplier personnel and of the Contract Manager will meet and use reasonable efforts to resolve the dispute within 14 days of the giving of the dispute notice.
- 41.3 If the parties are unable to resolve the dispute then either party may refer the dispute to the Australian Commercial Disputes Centre for arbitration of the dispute to be determined in accordance with the Centre's *Rules for Domestic Arbitration* or where Supplier is resident outside of Australia, the *UNCITRAL Arbitration Rules*. The arbitration will occur in the location of the Governing Law and will be in English.
- 41.4 Nothing in this clause prevents either party from seeking urgent injunctive relief.
- 41.5 The parties must continue to comply with the Contract but no party need pay any monies in relation to the matter under dispute until it is resolved. This Item does not limit any right of termination under clauses 30, **Error! Reference source not found.** or 31.
- 42 Governing Law**
- 42.1 The laws of the jurisdiction of the Australian Capital Territory will govern the Contract and the parties agree to submit to the non-exclusive jurisdiction of the courts of the jurisdiction in respect of those matters not governed by Dispute Resolution.

## TERMS - Part 3

### 43 Interpretation

#### 43.1 In the Contract:

**Business Day** means any day that is not a Saturday, a Sunday or a public holiday or bank holiday in the Australian Capital Territory;

**Classified Information** includes:

- (a) any CSIRO document marked with a national security classification; and
- (b) any information or document that Supplier knows or ought to know is subject to, or ought to be treated in accordance with, the provisions of the Protective Security Manual.

**Confidential Information** means information that:

- (a) is by its nature confidential;
- (b) either party designates as confidential or knows or ought to know is confidential;
- (c) is comprised in or relates to Contract Material or confidential information CSIRO provides to Supplier in connection with the Contract including documents, equipment, information and data stored by any means;

but does not include information which:

- (d) is or becomes public knowledge other than by breach of the Contract or any other confidentiality obligations; or

either party has independently developed or acquired which written evidence supports.

**Contract Material** means all material created or required to be developed or created as part of, or for performing, the Services, including documents, equipment, information and data stored by any means.

**Defect Liability** means any fault in the workmanship in performing the Services.

**Induction Manual** means the CSIRO Contractor Induction Manual as amended from time to time and as supplied to the Supplier from time to time.

**Insolvency Event** means any of:

- (a) Supplier, being a company, enters into liquidation or has a controller liquidator or administrator appointed except to reconstruct or amalgamate while solvent or enters into, or resolves to enter into, a scheme of arrangement or composition with all or any class of its creditors, or it proposes a reorganisation or moratorium involving any of them;
- (b) Supplier being a natural person is declared bankrupt or assigns his or her estate for the benefit of creditors;
- (c) Supplier being a partnership, any step is taken to dissolve that partnership; or
- (d) anything analogous or having a substantially similar effect to any of the events specified above happens under the law of any applicable jurisdiction.

**Intellectual Property** includes business names, copyrights, and all rights in relation to inventions, patents, registered and unregistered trademarks (including service marks), registered designs, and semi-conductor and circuit layouts, and know-how, and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields.

**Item** means an item specified on the front or immediately subsequent pages of the Contract.

**Laws** means Acts, regulations, orders and decrees.

**Loss** means any loss, cost or expense (including legal costs and expenses on a solicitor and own client basis) or liability, however it arises and whether it is present or future, fixed or unascertained, actual or contingent. Loss includes, for the purposes of clause 26, any amount paid by CSIRO for an interference with the privacy of an individual being a reasonable amount as compensation for loss or damage for which CSIRO is liable, or would have been liable under the Privacy Act 1988 if such breach had been that of CSIRO.

**Moral Right** means right of integrity of authorship, right of attribution of authorship, right not to have authorship falsely attributed, and any right of a similar nature conferred by statute that exists, or may come to exist, in the Contract Material.

**Property Bank Account** means a bank account in the name of CSIRO set up specifically for the purposes of this Contract.

**Property Expense** means an expenses that in incurred in relation to CSIRO real property including property leased or licensed by CSIRO.

**Property Income** means income derived in relation to CSIRO real property including property leased by CSIRO.

**Security Framework** means the Australian Government Protective Security Framework as amended from time to time (available at [http://www.ag.gov.au/www/agd/agd.nsf/Page/ProtectiveSecurityPolicyFramework\\_Part5-Governance\\_Securityriskmanagement](http://www.ag.gov.au/www/agd/agd.nsf/Page/ProtectiveSecurityPolicyFramework_Part5-Governance_Securityriskmanagement)).

**SOR** means Statement of Requirement as set out in Schedule 1.

**Substantial Change** means a change in Supplier of:

- (a) More than half of the directors; or
- (b) Transfer of more than 30% of the shares in Supplier unless the transfer occurred on a recognised publically traded stock exchange.

**Unforeseen Event** means any event which is not within the reasonable control of the party affected, but does not include any act or omission of the other party (including any sub-contractors) to the Contract.

- 1.2 Words or expressions used in the Contract which are defined in the A New Tax System (Goods and Services Tax) Act 1999 (Cth) have the same meaning in the Contract.
- 1.3 Words importing a gender include any gender. Words in the singular number include the plural and the converse.
- 1.4 If there is inconsistency between the provisions of the Contract, the decreasing order of precedence will be the Statement of Requirement, any Special Conditions and the Terms.
- 1.5 If a provision infers an intention to apply beyond the Term, that provision will continue to apply beyond the Term.

## **Schedule 1 – Statement of Requirement (SOR)**

To be inserted prior to preparing executed version based on information in RFT

DRAFT

## **Schedule 1 Annexure 1 (SOR) – Effort and Pricing Details**

To be inserted prior to preparing executed version based on information in RFT

DRAFT

## **Schedule 1 Annexure 2 Site Details and Plans**

[To be inserted prior to preparing executed version based on information in RFT]

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## Schedule 1 Annexure 3

### FINANCIAL UNDERTAKING

**THIS DEED** (Undertaking) is made [insert date]

**BETWEEN** Commonwealth Scientific and Industrial Research Organisation (CSIRO), established under the Science and Industry Research Act 1949 (Cth)

**AND** [insert name of guarantor] ABN [insert] (Guarantor).

#### AGREEMENT:

1. At the request of [insert details] (the Supplier) and in consideration of CSIRO accepting this Undertaking, the Guarantor unconditionally and irrevocably, as a primary obligation, undertakes and covenants to pay to CSIRO, on demand, and without reference to the Supplier and notwithstanding any notice given by the Supplier to the Guarantor not to pay same, any sum or sums which may from time to time be demanded in writing by CSIRO to a maximum aggregate sum of \$250,000.00
2. The Guarantor's liability under this Undertaking is a continuing liability and continues until payment is made under this Undertaking of the said maximum aggregate sum or CSIRO notifies the Guarantor that this Undertaking is no longer required. The obligations of the Guarantor under this Undertaking are not affected by anything which, but for this provision, might operate to exonerate it from that liability in whole or in part and this Undertaking may be enforced against the Guarantor without CSIRO being required to exhaust any remedy it may have against the Supplier. The Guarantor agrees that it is not to be discharged or released from this Undertaking by any arrangement made between the Supplier and CSIRO.
3. The Guarantor acknowledges that it has received valuable consideration for entering into this Undertaking.
4. If a law requires the Guarantor to withhold or deduct taxes from a payment so that CSIRO would not actually receive for its own benefit on the due date the full amount provided for under this Undertaking, then:
  - a. the amount payable is increased so that, after that deduction and deductions applicable to additional amounts payable, CSIRO actually receives the amount it would have received if no deduction had been required;
  - b. the Guarantor must make the deduction; and
  - c. the Guarantor must pay the full amount deducted to the relevant authority in accordance with applicable law.
5. This Undertaking is governed by, and is to be construed in accordance with, the laws for the time being of the Australian Capital Territory and the parties agree that the courts of that Territory shall have jurisdiction to entertain any action in respect of, or arising out of, this Undertaking and hereby submit themselves to the jurisdiction of those courts.

The parties have executed this Undertaking as a deed on the date set out above.

**SIGNED on** *[insert date]*

for and on behalf of the **Commonwealth Scientific and  
Industrial Research Organisation ABN 41 687 119**

**230, Head Office Limestone Avenue Campbell ACT  
2612, by an authorised officer in the presence of:**

) .....  
) (Signature of party)  
) .....  
) (printed name of party)

.....  
(Signature of Witness)

**SIGNED on** *[insert date]*

for and on behalf of **[Guarantor]** in accordance with  
section 127(1) of the *Corporations Act 2001* (Cth) by  
an authorised officer in the in the presence of:

) .....  
) .....  
) .....  
) .....  
) (Signature of Director/Secretary)

.....  
(Signature of Director)

\_\_\_\_\_  
Printed name of Director

.....  
(printed name of Director/Secretary)