

From: § 22 § 22
To: § 22 § 22
Subject: FW: consumer content regarding First Guardian and Shield [SEC=OFFICIAL:Sensitive]
Date: Friday, 5 September 2025 10:26:02 AM
Attachments: [What you need to know about Shield and First Guardian Master Funds.docx](#)
[~WRD0002.jpg](#)

Fyi – SCA are keen

From: § 22 § 22
Sent: Wednesday, 3 September 2025 9:37 AM
To: § 22 § 22 § 22 § 22 § 22 § 22
Subject: Re: consumer content regarding First Guardian and Shield

You don't often get email from § 22 [superconsumers.com.au](mailto:§ 22@superconsumers.com.au). [Learn why this is important](#)

EXTERNAL EMAIL: Do not click any links or open any attachments unless you trust the sender and know the content is safe.

Hi § 22

Thanks for the chat this morning. We'll reach out to our web designer today to get some quotes on what it would cost to - (a) put a dedicated page on our site with info about FG and Shield, (b) set up a separate dedicated domain and site and (c) design a financial advice licensee lookup tool from the individual financial adviser using a static excel sheet (rather than hook into ASIC's data feed). I'll get in touch when we have numbers for you.

In the meantime, I think it's worth putting something out there and then building on it over time. Attached is what we have put together in the way of an explainer (something like [this](#)). Would appreciate ASIC's views on whether it generally covers the main topics you were concerned about and if you could review the ASIC references and let me know if you have any concerns. I'll chat to AFCA about their content tomorrow.

I have not really dedicated any time in the article to talking about the liquidator on the basis that it's not a key message and I'm trying to keep the calls to action short and simple (trustees should be engaging with the process on member's behalf). I also haven't dedicated a lot of time to SMSFs.

My goal is to get this out as soon as possible.

Cheers,

§ 22

On Tue, 2 Sept 2025 at 17:35, § 22 § 22 <§ 22@superconsumers.com.au> wrote:

Hi § 22

§ 22 mentioned you rang about whether we could do some consumer content relating to Shield and FG. We've actually been thinking about something similar. We've been in touch with a number of people running social media groups about the need to communicate more tailored information about what impacted consumers should be doing. They are particularly concerned about the NextGen deadline in October. We've also seen some unhelpful/incorrect consumer guidance in media lately.

Do you want to have a quick chat about what you were thinking and see if there's some alignment? We could likely get something out this week through our email list, social media, cross-posted to CHOICE, and then also let the people running the various social media groups know and ask them to distribute the link.

My mobile is below if you want to ring at your convenience.

Cheers,

§ 22

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Image removed by sender. -



§ 22 § 22 She/Her
Director of Advocacy (Policy)

Working from home on the lands of the Muwinina people in Nipaluna/Hobart

§ 22 [superconsumers.com.au](mailto:§ 22@superconsumers.com.au)
§ 22 [superconsumers.com.au](mailto:§ 22@superconsumers.com.au)
57 Carrington Rd, Marrickville NSW 2204, Australia



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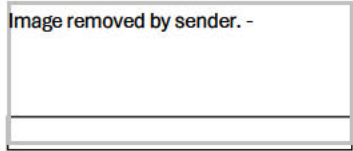


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What you need to know about Shield and First Guardian Master Funds

Thousands of Australians have lost their life savings - are you one of them?

Last updated: [date]

Recently there has been a lot of media coverage of the Shield and First Guardian Master Fund collapses. Over 12,000 Australians may have lost their retirement savings after their investments in these two funds collapsed.

But how do you know if you're one of them? And if you are, what should you do?

Here's what you need to know.

What are Shield and First Guardian?

Shield Master Fund and First Guardian Master Fund are managed investment schemes - a type of fund that holds a range of different investments. People can buy a share of the fund, which is easier and often cheaper than trying to directly buy the individual stock, bonds or other assets the fund is invested in. It's a lot like buying a loaf of sliced bread instead of buying the ingredients and baking your own.

On the advice of a financial adviser, many people invested their super in these funds through an investment platform - like a share-trading platform that lets you or your financial adviser make your own investment mix.

What's the problem?

The Australian Securities and Investments Commission (ASIC) - the regulator - had concerns that both funds were not being managed properly. Both funds were frozen and liquidators were appointed to look at the books, find and sell all the assets and pay all the debts. Neither fund has enough money to pay back investors in full and it will take a few years to get it all sorted out. Meanwhile, ASIC is investigating the people responsible for both funds, the financial advice firms who recommended the funds and the super funds who made Shield and First Guardian available to their members to invest in.

How did people get into Shield and First Guardian?

ASIC is still investigating but so far it looks like many people who invested were called by telemarketers known as 'lead generators.' While some were coldcalled, many clicked on a social media ad offering a free super comparison or review and completed a form with their contact details.

The lead generators would refer people to financial advisers who told them they would get better returns if they moved their super to a platform and invested in Shield or First Guardian. Some people were advised to invest in Shield or First Guardian through a self

managed superannuation fund. Often the adviser would recommend that the person invest all or most of their money in one of these funds, rather than invest in a mix of things.

How do I know if I'm invested in Shield or First Guardian?

Many of the people who invested in Shield or First Guardian didn't know they were invested in it. So how do you know if you're affected?

- **Check what super fund you're with.** All of the people invested in Shield or First Guardian were with one of the super funds in the table below.
- **Contact your super fund** if you are in one of the funds below, and ask them if you're invested in Shield or First Guardian.

Super fund platform brand	Super trustee	Contact details
Macquarie Wrap	Macquarie Investment Management Ltd	complaints@macquarie.com 1800 095 568
NQ Super Freedom of Choice AMG Super Acclaim Wealth	Equity Trustees Superannuation Limited	acclaimadmin@acclaimwealth.com.au 1300 264 264
Super Simplifier	Equity Trustees Superannuation Limited	supersimplifier@dash.com.au 1300 726 008
YourChoice Super	Diversa Trustees Limited	yourchoicesuper@onevue.com.au 1800 571 881 (option 5)
Australian Practical Superannuation (AusPrac Super)	Diversa Trustees Limited	service@umaservice.com.au 1800 571 881 (option 5)
Praemium Super	Diversa Trustees Limited	support@praemium.com.au 1800 571 881 (option 2)
Netwealth Superannuation	Netwealth Superannuation Services Pty Ltd	contact@netwealth.com.au 1800 888 223

Commented [1]: I've just listed all the brands here - members tend to know the brand name not the actual fund name

Will people get their money back?

As of the date of writing, it's hard to say. The liquidators for Shield have confirmed that people will get some money back, but it won't be everything they invested. The liquidators for First Guardian are not sure if there is going to be anything left and it will take them a while before they know for sure.

The Australian Financial Complaints Authority (AFCA) has the power to award compensation where it finds that a financial adviser has broken the law when providing financial advice. If you make a successful complaint to AFCA, you may get your money back if the financial advice firm is able to pay the compensation. If the firm is not able to pay (for example because it is in liquidation), you can make a claim to the Compensation Scheme of Last Resort (CSLR). If you are eligible, the CSLR will pay up to \$150,000.

Super Consumers is calling on the super funds to provide compensation to all impacted members.

If I am invested in Shield and First Guardian, what can I do?

Complaints to AFCA

If you feel that the advice you received from a financial adviser was not in your best interests or broke the law, you can [make a complaint](#) to the Australian Financial Complaints Authority (AFCA) and ask for compensation. AFCA can only hear complaints about superannuation funds that relate to decisions the fund made about a particular member or beneficiary and may refuse to deal with complaints about the general management of a super fund, including a fund's decision to make an investment available for its members to invest in.

Commented [2]: need to run this by AFCA

If you want to make a complaint to AFCA, there are two very important things you need to know.

1. **You can only make a complaint against a business that is a member of AFCA.** Often the person who actually gives you advice works for another company who is an 'authorised representative' of the financial advice licensee who is an AFCA member. AFCA will reject your complaint if you make it against the wrong company, so it's important to get it right.

You can use ASIC's [Financial Adviser Register](#) to look up the name of the financial adviser to find out which company they worked for and who the financial advice licensee is. Look for the words 'licence holder.' A list of the financial advice licensees and some of the authorised representatives who advised people to invest in Shield and First Guardian is in the table below.

2. **If the financial advice firm is in liquidation or loses its licence, you must complain to AFCA before their AFCA membership expires.**

When a firm goes into liquidation, ASIC will often cancel the firm's Australian financial services licence. As a condition of the cancellation, ASIC will require the firm to keep its AFCA membership for a period of time, generally for one year. If you make a complaint after the firm's AFCA membership expires, AFCA cannot deal with your complaint and you won't be eligible for compensation. It's important you don't miss the deadline. Complaint deadlines for each financial advice licensee are listed in the table below. You can use [AFCA's member search tool](#) to confirm the company is an AFCA member.

Financial advice licensee	Financial advice firms (authorised representatives)	Deadline to complain to AFCA
Financial Services Group Australia Pty Ltd AFCA Member No: 10327	5 Point Australia Pty Ltd AS Financial Planning Pty Ltd Briix Groups Australia Pty Ltd Rebellis Financial Services Pty Ltd STC Financial Pty Ltd	4 June 2026
Interprac Financial Planning Pty Ltd AFCA Member No: 10416	Miller Wealth Group Rhys Reilly Pty Ltd United Financial Advice Pty Ltd (Venture Egg) See ASIC Professional Registers Search for a complete list.	None
MWL Financial Services Pty Ltd. AFCA Member No: 11054	National Eqty Partners Pty Ltd Startek Australia Pty Ltd	25 August 2026
Next Generation Advice Pty Ltd. AFCA Member No: 12450	Integral Advisory Solutions Pty Ltd Integral Wealth Group Pty Wealth Rite Advisory Group Wealth Rite Pty Ltd	17 October 2025
United Global Capital Pty Ltd Membership expired	Australian Funds Management Group Pty Ltd Cangro Wealth Group Pty Ltd Empire Wealth Group Australia Pty Ltd Funds United Pty Ltd Global Capital Property Fund Limited IComplySMSF Pty Ltd IPro Wealth Pty Ltd Kinetic Investments Australian Pty Ltd UGC Asset Management Pty Ltd UGC Funds Managements Pty Ltd UGC Global Alpha Fund Limited	31 May 2025

Reports to ASIC

If you feel that any of the people or companies you've dealt with about your investment in Shield or First Guardian have broken the law, you can report them to ASIC. ASIC can investigate and take enforcement action against people and companies who have broken the law.

Taking action to stop high risk super switching schemes is an enforcement priority for ASIC and it has already banned a number of financial advisers and other people responsible for switching people into Shield. Enforcement action holds people accountable for their actions and prevents them harming anyone again in the future.

ASIC cannot get your money back for you, but in some cases ASIC can get businesses to compensate people who were harmed as a result of their misconduct.

You can make a report to ASIC about misconduct by [completing this form](#).

Commented [3]: This form isn't very user friendly - is there an email address?

Isn't super meant to be safe?

Super funds offer different types of products. Most products have a lot of protections, including an annual performance test by a regulator. If they fail the performance test once, they have to let you know. If they fail a second time, they aren't allowed to take on new members until they can solve the problem, usually by merging with a better fund. In 2025, all non-platform products passed the test.

Products that super funds offer through platforms - but don't design themselves - are not tested. While super trustees still have obligations when choosing which products to make available and to keep an eye on them over time - they don't have to take something off the shelf if it's not performing and generally rely on you or your financial adviser to decide what to do. That means it's really important to ask questions of your financial adviser before moving into a platform product.

Commented [4]: could also give some example questions here

How can I protect myself?

Here are some steps you can take to protect yourself and your family.

- Keep scrolling past social media ads offering to compare your super or give you a free super review. Hang up on cold callers.
- Use the [ATO super comparison tool](#) to compare products. It tells you about fees, performance and whether the product passed the performance test.
- Check the [Financial Advisers Register](#) to see if an adviser is licensed and qualified to provide advice.
- Take time to ask questions and read documents before agreeing to anything. Super is a long term investment - you're not going to miss out if you take some time to make a decision. If you're feeling pressured, just hang up.
- Don't be afraid to ask for a second opinion from someone outside the advice firm before switching your super or making other big financial decisions.

Where can I get more information?

See the links below for more information about each topic.

Topic	Links
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ASIC's investigation into what happened	ASIC's investigation into Shield Master Fund ASIC's investigation into First Guardian Master Fund
Making a complaint to AFCA	Making a complaint to AFCA AFCA complaints about First Guardian Master Fund AFCA complaints about Next Generation Advice Pty Ltd AFCA complaints about Shield Master Fund AFCA complaints about United Global Capital
Information about financial advice firms and advisers	ASIC's Financial Adviser Register - individuals ASIC's Professional Registers Search - companies
Protecting yourself from switching schemes and investment scams	Protect your super from pushy sales calls Check before you invest

Share your story

Are you affected by the Shield or First Guardian collapses and [want to share your story with us](#)? Super Consumers uses real-life case studies in our investigative journalism and our submissions to decision-makers to help show why change is needed. Together, we can hold the industry accountable and make the superannuation system work for everyone.

Related articles

- [Rotten nest eggs: How super funds failed thousands of Australians](#)
- [How dodgy super advice destroyed Peter's life savings](#)

From: s s 22
To: s 22 s 22
Cc: s s 22 s s 22 s 22 s 22
Subject: procurement - consumer education and support [SEC=OFFICIAL:Sensitive]
Date: Friday, 5 September 2025 5:07:35 PM
Attachments: [image001.png](#)
[image002.jpg](#)

Hi s 22

As discussed, we want to seek an organisation to provide assistance and educational support to consumers affected by the Shield and First Guardian collapse.

I'm not sure of the current template, but have begun a brief of work.

 [brief - consumer education website for shield matter.docx](#)

Can you please review and advise.

As discussed, we have reached out to a few potential providers to market test interest, and 2 are interested so far.

Kind regards,

s 22 s 22 (he/him)

Senior Executive Leader – Fintech

Markets Group

Australian Securities and Investments Commission

Level 5, 100 Market Street, Sydney NSW 2000

Tel: s 22 | Mob: s 22

s 22 s 22 [asic.gov.au](#)

EA: s 22 s 22 | Tel: s 22 s 22 s 22 s 22 [asic.gov.au](#)

(I work flexible hours and at different times of the day - I do not expect that you will respond to this email outside your regular working hours)



Procurement brief and request for quote: consumer support materials for Shield and First Guardian Collapse Investors

Introduction

The collapse of Shield and First Guardian has caused considerable financial distress for many consumers. Consumers have informed ASIC that due to complex nature of these investments and the number of regulated parties involved in this collapse they are finding it difficult to understand and navigate the complaints and compensation process. AFCA has received similar feedback. To address this, we are seeking to engage a qualified consumer education, advocacy or services organisation to develop a comprehensive support web content, educational materials, complaint management tools, and related resources. This project will be procured via a Request for Quote (RFQ) process that fully complies with the Commonwealth Procurement Rules (CPRs).

Request for Quote (RFQ) – Instructions and Compliance

- All quotes should be prepared in alignment with the Commonwealth Procurement Rules.
- Suppliers must clearly address all elements specified in the Scope of Work and Deliverables, including development of the website, educational and practical materials, complaint handling templates, checklists, and the licensee identification tool.
- Quotes must include detailed and itemised costings for each deliverable, including allowances for consultation, content creation, translation, stakeholder engagement, outreach, and ongoing maintenance.
- Respondents should provide evidence of their capability, relevant experience, and ability to comply with legal and policy requirements set by the Commonwealth.
- Applicants are encouraged to propose innovative, efficient, and inclusive solutions within the project's objectives and budget parameters.
- Evaluation criteria will include capability, experience, cost-effectiveness, approach to accessibility and inclusion, track record, and ability to deliver within the specified timeframe.

Objectives

- Provide accurate and accessible information, practical advice, and complaint-handling tools to consumers affected by the Shield and First Guardian collapses.
- Deliver a user-friendly, secure, and accessible website and supporting materials, including template complaint letters, checklists, an online licensee identification tool.
- Support consumer understanding, resilience, and protection from further harm.

Commented [CS1]: Investors?

Commented [CS2]: Webpage?

Commented [CS3]: What about providing general advice to the relevant consumer group (I'm not sure if they have a name as yet?)? Examples might be to support the investor group and in its communications to investors - such as warnings to be wary of people who are looking to make a quick buck or who might have a financial interest in the advice that is provided (eg financial advisers involved in the selling of Shield and First Guardian encouraging investors to complain or claim against others).

Commented [CS4]: Are we looking to limit this in any way? Are we more focused on investors in regulated superannuation rather than SMSFs? If there is a risk that non-Shield and First Guardian investors who are in the high risk Super space will ask for similar support? What's the best way to ringfence this to Shield and First Guardian investors.

Scope of Work

- Design, implement and maintain (for a period of at least 12 months) a dedicated, mobile-responsive website meeting WCAG 2.1 accessibility standards.
- Develop educational and practical support materials in multiple languages and formats (include audio, video, text and visuals). The materials should cover:
 - how to identify the entities responsible for any products and services the client received (adviser, super trustee, managed investment scheme)
 - how to make a complaint to the entity directly and if unsuccessful to AFCA
 - how to prepare and write the complaint, which issues to raise, what resolution to request and what information to include
 - other options like participating in a class action
 - how liquidations work and how to participate in the liquidations for Shield or First Guardian
 - how to protect yourself from further attempts to mislead or take advantage of investors (eg scam complaint management firms)
- Create template complaint letters and easy-to-use checklists for consumers, with clear instructions on:
 - lodging complaints directly with the relevant licensee.
 - escalating complaints to the Australian Financial Complaints Authority (AFCA) if not resolved satisfactorily by the licensee.
 - lodging proof of debt with the liquidator to participate in any recovery or distribution of assets.
- Build an interactive online tool to help users identify the relevant licensee for complaints and determine the appropriate pathway for complaint escalation (e.g., to AFCA or the liquidator).
- Ensure robust privacy and security for all user data collected through the website and tools.
- Engage with stakeholders and incorporate feedback for continuous improvement.
- Develop and implement a strategy for outreach and promotion to affected communities.
- (optional – liaising with investor representative groups and providing education material to assist them)

Deliverables

- A fully functional, secure, and accessible support website.
- Educational materials, checklists, and complaint letter templates in accessible formats and multiple languages, including guidance for:
 - Making complaints to the licensee and AFCA.
 - Lodging proof of debt with the liquidator.
- An online licensee identification tool integrated into the website.
- Stakeholder engagement and consultation report.
- Promotional strategy and outreach plan.
- Metrics and reporting tools for usage and impact tracking

From: [REDACTED]
To: [REDACTED]
Subject: Re: consumer content regarding First Guardian and Shield
Date: Wednesday, 10 September 2025 3:16:04 PM
Attachments: [SCA 2509 QUOTE New website infrastructure quote.pdf](#)

You don't often get email from [s 22](#) [superconsumers.com.au](#). [Learn why this is important](#)

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Hi [s 22](#)

See attached quote from our web developer. They said they could do all the work in about 5-10 days from confirmation.

Their advice is that a separate site would get less traffic because it wouldn't be associated with our brand, but they could create a domain that redirects if we wanted something easier to remember for media purposes (eg [superscams.com.au](#)). Happy to discuss further.

In the meantime, we'd still like to go ahead with the basic content so that there's something out there. FYI, I spoke to AFCA about some of the issues we discussed (eg jurisdiction) and they are thinking about how they want to proceed. I gather they are also thinking about their own consumer content which provides more detail on that subject. I'm hoping to hear back from [s 22](#) today with an update. I'm also making some calls to plaintiff counsel to see what they are thinking/hearing about.

Do you have any comments on the article?

Cheers,

[s 22](#)

On Wed, 3 Sept 2025 at 09:36, [s 22](#) [s 22](#) <[s 22](#) [superconsumers.com.au](#)> wrote:

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My mobile is below if you want to ring at your convenience.

Cheers,

[s 22](#)

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[s 22](#) [s 22](#) She/Her
Director of Advocacy (Policy)

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[s 22](#) [superconsumers.com.au](#)
[s 22](#)

[superconsumers.com.au](#)

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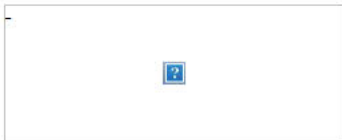
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Memo

To: Super Consumers Australia

From: Essential

Date: 9th September 2025

Subject: Quote for First Guardian and Shield website project

Dear s 22

Thank you for the opportunity to provide a quote for the build of a new website infrastructure to provide information and avenues for complaint for people who have lost their retirement savings in the recent First Guardian and Shield investment scheme collapse.

Based on your brief we recommend creating a sub-section on your existing website, rather than creating a new microsite. This will:

- Ensure the project is delivered within a short timeframe while maintaining quality
- Be more cost-efficient
- Increase brand awareness and understanding for Super Consumers Australia
- Drive traffic to your website

What we will deliver

Dedicated sub-section on website

As part of the new sub-section on the Super Consumers website we will deliver the following:

- 3 x page templates, consisting of a content page, share your story page and look up tool page template (noting that the content page template can be duplicated if you would like to add additional content pages)
- Design of a branding panel that would visually tie these pages together
- Copy-writing for 3 x webpages
- Update to the homepage to highlight this sub-section of the website
- Update to the main navigation to include a new top-level item as well as the drop-down items



Look up-tool

We will develop a tool to be housed on the Super Consumers Australia website that allows people to enter the name of an advisor to easily find the name of the licensee and membership number.

The page that the tool will be housed on will provide clear steps and instructions on how to then make a complaint via the Complaints portal.

Super Consumers Australia will provide the static data for this tool as a clean spreadsheet with the following fields included:

- First name and last name (can be separate or one column)
- Licensee/ business name
- Membership number / identification number

Timing

We understand there are pressing deadlines for this project as the timeframe for people affected by the schemes collapse to make complaints is very limited. That is why we will deliver this project within 5-10 days after receiving a signed statement of work from you.

Budget

Item	Budget excl. GST
Dedicated sub-section on website	
• 3 x page templates • Design of a branding panel • Copy-writing for 3-4 x webpages • Homepage modification • Update to the main navigation and drop-down items • One round of changes	\$6,500
Look up tool	
• Development of look-up tool using static data set • Tool to provide information on membership/id number and licensee name	\$3,500

- Housed on the Super Consumers Australia website
- Clean data set to be provided by Super Consumers Australia
- One round of changes

Total excl. GST

\$10,000

Next steps

If you have any questions please don't hesitate to get in touch with s 22 s 22 at s 22 s 22 essentialmedia.com.au or on s 22

Once you have indicated you would like to proceed with this project Essential will provide you with a statement of work for signing. Upon receiving a signed copy of this statement of work Essential will commence work on the project.

From: s 22
To: s 22 s 22
Cc: s 22 s 22 s 22 s 22
Subject: Re: procurement - consumer education and support [SEC=OFFICIAL:Sensitive]
Date: Wednesday, 10 September 2025 12:37:08 PM
Attachments: [image003.png](#)
[image004.png](#)
[image005.jpg](#)

Hi s 22

If you have a chance to do a draft today, that would be great

From: s 22 s 22
Sent: Monday, September 8, 2025 11:17:52 AM
To: s 22 s 22
Cc: s 22 s 22 ; s 22 s 22 ; s 22 s 22
Subject: RE: procurement - consumer education and support [SEC=OFFICIAL:Sensitive]
Hi s 22

The Brief looks good and has most of the information needed to drop into the Procurement Plan ([New Procurement Form - Power Apps](#)).

I'm more than happy to guide someone through completing the plan or I can do a draft on Wednesday if you don't have anyone available.

If you can give me the names of interested providers later in the week, I can select the most appropriate RFQ Template.

Thanks,

s 22

s 22

Procurement Manager

Professional Services - Procurement,
Enterprise Services

Australian Securities and Investments Commission

12 Moore Street, Canberra, ACT 2601

s 22

s 22 s 22 asic.gov.au



ASIC acknowledges the Traditional Owners of the lands and waters on which we live and work. We pay respect to Elders past and present as the custodians of the world's oldest continuing cultures.

From: s 22 s 22
Sent: Friday, 5 September 2025 5:08 PM
To: s 22 s 22
Cc: s 22 s 22 ; s 22 s 22 ; s 22 s 22
Subject: procurement - consumer education and support [SEC=OFFICIAL:Sensitive]
Hi s 22

As discussed, we want to seek an organisation to provide assistance and educational support to consumers affected by the Shield and First Guardian collapse.

I'm not sure of the current template, but have begun a brief of work.

[brief - consumer education website for shield matter.docx](#)

Can you please review and advise.

As discussed, we have reached out to a few potential providers to market test interest, and 2 are interested so far.

Kind regards,

S 22 S 22 (he/him)

Senior Executive Leader – Fintech

Markets Group

Australian Securities and Investments Commission

Level 5, 100 Market Street, Sydney NSW 2000

Tel: S 22 | Mob: S 22

S S 22 asic.gov.au

EA: S 22 S 22 | Tel: S 22 S 22 S 22 S 22 asic.gov.au

(I work flexible hours and at different times of the day - I do not expect that you will respond to this email outside your regular working hours)



From: [REDACTED]
To: [REDACTED]
Cc: [REDACTED]
Subject: Re: consumer content [SEC=OFFICIAL]
Date: Thursday, 11 September 2025 4:55:32 PM

You don't often get email from [REDACTED] superconsumers.com.au. [Learn why this is important](#)

EXTERNAL EMAIL: Do not click any links or open any attachments unless you trust the sender and know the content is safe.

Hi [REDACTED]

Much appreciated - I have made that change as you suggested. At this stage, we're looking to get this up on our website ASAP. We're thinking about amplifying the message through the consumer networks and mainstream media. We'll also be engaging with the various social media group owners.

Have a great weekend,

[REDACTED]

On Thu, 11 Sept 2025 at 16:40, [REDACTED] <[REDACTED]@asic.gov.au> wrote:

Hi [REDACTED]

Thanks again for sending this through and good to chat earlier. We are generally happy with the content and think it will be a useful resource. Our only comment relates to the line: *'[super trustees] don't have to take something off the shelf if it's not performing and generally rely on you or your financial adviser to decide what to do.'*

Our only comment is that we would prefer if you removed 'have to' from that sentence and replaced it with something like 'trustees won't necessarily take something off the shelf if it's not performing ...' That way the text would focus on what they do in practice, rather than their obligations.

Separately, we are planning an update to our key matter pages, but I don't have details on timing or what that will look like. I'll follow up and see what I can share with you in advance.

Regards,

[REDACTED]

From: [REDACTED] <[REDACTED]@superconsumers.com.au>
Sent: Thursday, 11 September 2025 2:41 PM
To: [REDACTED] <[REDACTED]@asic.gov.au>
Subject: consumer content

EXTERNAL EMAIL: Do not click any links or open any attachments unless you trust the sender and know the content is safe.

--



[REDACTED] She/Her

Director of Advocacy (Policy)

Working from home on the lands of the Muwina people in Nipaluna/Hobart

[REDACTED] [superconsumers.com.au](mailto:[REDACTED]@superconsumers.com.au)

[superconsumers.com.au](mailto:[REDACTED]@superconsumers.com.au)

57 Carrington Rd, Marrickville NSW 2204, Australia



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destroy any copies. This notice should not be removed.

--



s 22 s 22 She/Her
Director of Advocacy (Policy)

Working from home on the lands of the Muwinina people in Nipaluna/Hobart

s 22 superconsumers.com.au
s 22

superconsumers.com.au
57 Carrington Rd, Marrickville NSW 2204, Australia



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From: S 22 S 22
To: S 22 S 22
Cc: S 22 S 22
Subject: FW: consumer content from Super Consumers [SEC=OFFICIAL]
Date: Thursday, 11 September 2025 3:25:47 PM
Attachments: [What you need to know about Shield and First Guardian Master Funds \(1\).docx](#)

Hi S

I just had a call from S 22 S 22 at Super Consumers. She said she has been in touch with you about consumer content for Shield/First Guardian (attached). They are keen to publish ASAP and she is keen to know if we have any feedback, ideally today if at all possible. If we don't respond, they will publish on Tuesday. S 22 is on leave tomorrow and Monday.

My only concern is the line: '[super trustees] don't have to take something off the shelf if it's not performing and generally rely on you or your financial adviser to decide what to do.'

I think we could suggest that they change this to 'don't **always** have to take something off the shelf if it's not performing and generally rely on you or your financial adviser to decide **what to do** how to structure your investments.'

I'm also copying in @S 22 S 22 because S 22 has heard or suspects that we are updating our consumer comms. She was hoping that we could give them a heads up if this is the case. She said SC is planning to publicly support our messaging, but she is going on leave for a week and would ideally plan posts and media releases in advance.

I think it would be good to keep them onside as much as we can. I'm actually not across whether we are updating anything more than the FAQs but, if there is something more significant, would it be worth someone giving S 22 a call as heads up?

Happy to chat.

Regasrd,

S 22

From: S 22 S 22

Sent: Thursday, 11 September 2025 2:41 PM

To: S 22 S 22

Subject: consumer content

EXTERNAL EMAIL: Do not click any links or open any attachments unless you trust the sender and know the content is safe.

--



S 22 S 22 She/Her
Director of Advocacy (Policy)

Working from home on the lands of the Muwinina people in Nipaluna/Hobart

S 22 superconsumers.com.au
S 22

superconsumers.com.au
57 Carrington Rd, Marrickville NSW 2204, Australia



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What you need to know about Shield and First Guardian Master Funds

Thousands of Australians have lost their life savings - are you one of them?

Last updated: [date]

Recently there has been a lot of media coverage of the Shield and First Guardian Master Fund collapses. Over 12,000 Australians may have lost their retirement savings after their investments in these two funds collapsed.

But how do you know if you're one of them? And if you are, what should you do?

Here's what you need to know.

What are Shield and First Guardian?

Shield Master Fund and First Guardian Master Fund are managed investment schemes - a type of fund that holds a range of different investments. People can buy a share of the fund, which is easier and often cheaper than trying to directly buy the individual stock, bonds or other assets the fund is invested in. It's a lot like buying a loaf of sliced bread instead of buying the ingredients and baking your own.

On the advice of a financial adviser, many people invested their super in these funds through an investment platform - like a share-trading platform - that lets you or your financial adviser make your own investment mix.

What's the problem?

The Australian Securities and Investments Commission (ASIC) - the regulator - had concerns that both funds were not being managed properly. Both funds were frozen and liquidators were appointed to look at the books, find and sell all the assets and pay all the debts. Neither fund has enough money to pay back investors in full and it will take a few years to get it all sorted out. Meanwhile, ASIC is investigating the people responsible for both funds, the financial advice businesses who recommended the funds and the super funds who made Shield and First Guardian available to their members to invest in.

How did people get into Shield and First Guardian?

ASIC is still investigating, but so far it looks like many people who invested were called by telemarketers known as 'lead generators.' While some were coldcalled, many clicked on a social media ad offering a free super comparison or review and completed a form with their contact details.

The lead generators would refer people to financial advisers who told them they would get better returns if they moved their super to a platform and invested in Shield or First Guardian. Some people were advised to invest in Shield or First Guardian through a self

managed superannuation fund (SMSF). Often the adviser would recommend that the person invest all or most of their money in one of these funds, rather than invest in a mix of things.

How do I know if I'm invested in Shield or First Guardian?

Many of the people who invested in Shield or First Guardian didn't know they were invested in it. So how do you know if you're affected?

- **Check what super fund you're with.** All of the people who invested in Shield or First Guardian through super were with one of the super funds in the table below.
- **Contact your super fund** if you are in one of the funds below, and ask them if you're invested in Shield or First Guardian.

Super fund platform brand	Super trustee	Contact details
Macquarie Wrap	Macquarie Investment Management Ltd AFCA Member No: 10635	complaints@macquarie.com 1800 095 568
AMG Super (Acclaim Wealth) NQ Super Freedom of Choice	Equity Trustees Superannuation Limited AFCA Member No: 10992	acclaimadmin@acclaimwealth.com.au 1300 264 264
Super Simplifier	Equity Trustees Superannuation Limited AFCA Member No: 10992	supersimplifier@dash.com.au 1300 726 008
YourChoice Super	Diversa Trustees Limited AFCA Member No. 11961	yourchoicesuper@onevue.com.au 1800 571 881 (option 5)
Australian Practical Superannuation (AusPrac Super)	Diversa Trustees Limited AFCA Member No. 11961	service@umaservice.com.au 1800 571 881 (option 5)
Praemium Super	Diversa Trustees Limited	support@praemium.com.au 1800 571 881 (option 2)

	AFCA Member No. 11961	
Netwealth Superannuation	Netwealth Superannuation Services Pty Ltd AFCA Member No. 79400	contact@netwealth.com.au 1800 888 223

Will people get their money back?

As of the date of writing, it's hard to say. The liquidators for Shield have confirmed that people will get some money back, but it won't be everything they invested. The liquidators for First Guardian are not sure if there is going to be anything left and it will take them a while before they know for sure.

The Australian Financial Complaints Authority (AFCA) has the power to award compensation where it finds that a business has broken the law when providing financial services. If you make a successful complaint to AFCA, you may get your money back if the business is able to pay the compensation awarded. If your complaint is against a financial advice business and it is not able to pay (for example because it is in liquidation), you can make a claim to the Compensation Scheme of Last Resort (CSLR). If you are eligible, the CSLR will pay up to \$150,000 per person.

ASIC is also considering whether the super funds have an obligation to provide compensation to impacted members. As of the date of writing, none of them has agreed. Super Consumers is calling on the super funds to provide compensation to all impacted members.

If I am invested in Shield and First Guardian, what can I do?

Complaints to AFCA

If you have concerns with the people who have been involved in your investment journey, you may be able to [make a complaint to the Australian Financial Complaints Authority](#) (AFCA) and ask for compensation.

- You can make a complaint about a **financial adviser** if you believe the financial advice you received was not in your best interests or broke the law.
- You can make a complaint about your **super fund** if you believe that the fund has made a decision about you that you think is unfair or unreasonable. However, AFCA may not be able to deal with complaints about the general management of a super fund, including a fund's decision to make an investment available for its members to invest in, or the performance of that investment.

If you want to make a complaint to AFCA, there are two very important things you need to know.

1. You can only make a complaint against a business that is a member of AFCA.

Often the person who actually gives you advice is an 'authorised representative' of a financial advice licensee who is an AFCA member. You need to make the complaint against the financial advice licensee. AFCA will reject your complaint if you make it against the wrong company, so it's important to get it right.

Tip: check your advice documents for the name of the financial advice licensee. Their name should be listed on any advice documents that were given to you when you received financial advice.

You can also use ASIC's [Financial Adviser Register](#) to look up the name of the financial adviser to find out which company they worked for and who the financial advice licensee is. Look for the words 'licence holder.' A list of the financial advice licensees and some of the authorised representatives who advised people to invest in Shield and First Guardian is in the table below.

2. If the financial advice business is in liquidation or loses its licence, you must complain to AFCA before their AFCA membership expires.

When a financial advice business goes into liquidation, ASIC will often cancel its Australian financial services licence. As a condition of the cancellation, ASIC will require the business to keep its AFCA membership for a period of time, generally for one year. If you make a complaint after its AFCA membership expires, AFCA cannot deal with your complaint and you won't be eligible for compensation.

It's important you don't miss the deadline. Complaint deadlines for each financial advice licensee are listed in the table below. You can use [AFCA's member search tool](#) to confirm the business is an AFCA member.

Financial advice licensee	Financial advice businesses (authorised representatives)	Deadline to complain to AFCA
Financial Services Group Australia Pty Ltd AFCA Member No: 10327	5 Point Australia Pty Ltd AS Financial Planning Pty Ltd Briix Groups Australia Pty Ltd Rebellis Financial Services Pty Ltd STC Financial Pty Ltd	4 June 2026
Interprac Financial Planning Pty Ltd AFCA Member No: 10416	Miller Wealth Group Rhys Reilly Pty Ltd United Financial Advice Pty Ltd (Venture Egg) See ASIC Professional Registers	None

	Search for a complete list.	
MWL Financial Services Pty Ltd. AFCA Member No: 11054	National Eqty Partners Pty Ltd Startek Australia Pty Ltd	25 August 2026
Next Generation Advice Pty Ltd. AFCA Member No: 12450	Integral Advisory Solutions Pty Ltd Integral Wealth Group Pty Wealth Rite Advisory Group Wealth Rite Pty Ltd	17 October 2025
United Global Capital Pty Ltd Membership expired	Australian Funds Management Group Pty Ltd Cangro Wealth Group Pty Ltd Empire Wealth Group Australia Pty Ltd Funds United Pty Ltd Global Capital Property Fund Limited IComplySMSF Pty Ltd IPro Wealth Pty Ltd Kinetic Investments Australian Pty Ltd UGC Asset Management Pty Ltd UGC Funds Managements Pty Ltd UGC Global Alpha Fund Limited	31 May 2025

Reports to ASIC

If you feel that any of the people or companies you've dealt with about your investment in Shield or First Guardian have broken the law, you can report them to ASIC. ASIC can investigate and take enforcement action against people and companies who have broken the law.

Taking action to stop high risk super switching schemes is an enforcement priority for ASIC and it has already banned a number of financial advisers and other people responsible for switching people into Shield. Enforcement action holds people accountable for their actions and prevents them harming anyone again in the future.

ASIC cannot get your money back for you, but in some cases ASIC can get businesses to compensate people who were harmed as a result of their misconduct.

You can make a report to ASIC about misconduct by [completing this form](#).

Commented [1]: This form isn't very user friendly - is there an email address?

Isn't super meant to be safe?

Super funds offer different types of products. Most products have a lot of protections, including an annual performance test by a regulator. If they fail the performance test once, they have to let you know. If they fail a second time, they aren't allowed to take on new

members until they can solve the problem, usually by merging with a better fund. In 2025, all non-platform products passed the test.

Products that super funds offer through platforms - but don't design themselves - are not tested. While super trustees still have obligations when choosing which products to make available and to keep an eye on them over time - they don't have to take something off the shelf if it's not performing and generally rely on you or your financial adviser to decide what to do. That means it's really important to ask questions of your financial adviser before moving into a platform product.

Commented [2]: could also give some example questions here

How can I protect myself?

Here are some steps you can take to protect yourself and your family.

- Keep scrolling past social media ads offering to compare your super or give you a free super review. Hang up on cold callers.
- Use the [ATO super comparison tool](#) to compare products. It tells you about fees, performance and whether the product passed the performance test.
- Check the [Financial Advisers Register](#) to see if an adviser is licensed and qualified to provide advice.
- Take time to ask questions and read documents before agreeing to anything. Super is a long term investment - you're not going to miss out if you take some time to make a decision. If you're feeling pressured, just hang up.
- Don't be afraid to ask for a second opinion from someone outside the advice business before switching your super or making other big financial decisions.

Where can I get more information?

See the links below for more information about each topic.

Topic	Links
ASIC's investigation into what happened	ASIC's investigation into Shield Master Fund ASIC's investigation into First Guardian Master Fund
Making a complaint to AFCA	Making a complaint to AFCA AFCA complaints about First Guardian Master Fund AFCA complaints about Next Generation Advice Pty Ltd AFCA complaints about Shield Master Fund AFCA complaints about United Global Capital
Information about financial advice businesses and advisers	ASIC's Financial Adviser Register - individuals ASIC's Professional Registers Search - companies
Protecting yourself from switching schemes and investment scams	Protect your super from pushy sales calls Check before you invest

Share your story

Are you affected by the Shield or First Guardian collapses and [want to share your story with us](#)? Super Consumers uses real-life case studies in our investigative journalism and our submissions to decision-makers to help show why change is needed. Together, we can hold the industry accountable and make the superannuation system work for everyone.

Related articles

- [Rotten nest eggs: How super funds failed thousands of Australians](#)
- [How dodgy super advice destroyed Peter's life savings](#)

From: s s 22
To: s s 22
Subject: FW: FYI FW: procurement - consumer education and support [SEC=OFFICIAL:Sensitive]
Date: Friday, 12 September 2025 2:24:48 PM
Attachments: [image001.jpg](#)
[image002.png](#)
[image003.png](#)
[image004.jpg](#)

Fyi - expect approval workflow on Monday

From: s 22 s 22
Sent: Friday, 12 September 2025 12:23 PM
To: s 22 s 22
Cc: s 22 s 22
Subject: RE: FYI FW: procurement - consumer education and support [SEC=OFFICIAL:Sensitive]

Hi s 22

If total foreseeable value of this procurement is less than \$80K inc. GST then we can issue an approach to market under the Commonwealth Contract (CCS) to the four organisations below and then evaluate for the best response.

First thing ill do is prepare a procurement plan workflow requesting that the above process be approved by the delegate. I'll send you the workflow by midday Monday and get you to review and submit.

In the meantime, we need to define the RFQ Evaluation criteria.

Please review the proposed criteria below and make any changes to align with the SOR.

Capability

- the ability of the Respondent to meet each of the requirements in the Statement of Requirements and how the Respondent proposes to do so
- the depth of relevant experience of the nominated personnel
- the depth of relevant experience of the Respondent

Capacity

- Respondent's ability to allocate and manage its resources to complete the project in compliance with all requirements

Price

 [brief - consumer education website for shield matter.docx](#)

Cheers

s

Kind Regards,

s 22 s 22

Category Manager, Professional Services

Procurement, Property & Contracts Team - Enterprise Services

Australian Securities and Investments Commission

100 Market Street, Sydney, 2001

Tel: s 22

s 22 s 22 [asic.gov.au](#)



ASIC is committed to [diversity and inclusion](#). ASIC is a place of belonging regardless of difference, where all individuals are accepted, safe and affirmed.

From: s 22 s 22 <s 22 s 22 [asic.gov.au](#)>

Sent: Friday, 12 September 2025 8:39 AM

To: s 22 s 22 <s 22 s 22 > asic.gov.au

Cc: s 22 s 22 <s 22 s 22 > asic.gov.au

Subject: RE: FYI FW: procurement - consumer education and support [SEC=OFFICIAL:Sensitive]

Thanks s

We are not sure what the quotes will be, but less than \$50,000 is expected.

If you can manage the RFQ that would be great

Thanks

From: s 22 s 22 <s 22 s 22 > asic.gov.au

Sent: Friday, 12 September 2025 7:54 AM

To: s 22 s 22 <s 22 s 22 > asic.gov.au

Cc: s 22 s 22 <s 22 s 22 > asic.gov.au

Subject: RE: FYI FW: procurement - consumer education and support [SEC=OFFICIAL:Sensitive]

Good Morning s 22

Hope you are well!

Thank you for sending the names of the potential providers. As these are businesses that operate as a not-for-profit, I believe we will be able to conduct the RFQ via limited to all four and engage with them via a Commonwealth Contracting Suite (CCS).

Could you please advise what the estimated value of the 12 month support will be?

Next steps once I know the value, I will confirm procurement strategy and then raise the workflow and send it to you for review and submission.

Please advise if you would like to manage the RFQ or wish for me to do so?

Look forward to hearing from you.

Cheers

s

Kind Regards,

s 22 s 22

Category Manager, Professional Services

Procurement, Property & Contracts Team - Enterprise Services

Australian Securities and Investments Commission

100 Market Street, Sydney, 2001

Tel: s 22

s 22 s 22 asic.gov.au



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From: s 22 s 22 <s 22 s 22 > asic.gov.au

Sent: Thursday, 11 September 2025 9:54 AM

To: s 22 s 22 <s 22 s 22 > asic.gov.au

Cc: s 22 s 22 <s 22 s 22 > asic.gov.au

Subject: RE: FYI FW: procurement - consumer education and support [SEC=OFFICIAL:Sensitive]

Thanks s 22

The likely providers are CHOICE, Financial Rights Legal Centre, Consumer Action Law Centre and Super Consumers Australia

From: s 22 s 22 <s 22 s 22 > asic.gov.au

Sent: Wednesday, 10 September 2025 1:06 PM

To: s 22 s 22 <s 22 s 22 > asic.gov.au

Cc: s 22 s 22 <s 22 s 22 > asic.gov.au

Subject: FYI FW: procurement - consumer education and support [SEC=OFFICIAL:Sensitive]

Hi s 22

I will be offline for a few days, and my colleague s 22 will touch base with you today or tomorrow and make a start.

s 22 is new to the Professional Services Team, however, brings a wealth of knowledge from leading the IT Contract/Procurement Team.

We will still need the names of interested providers to decide on the most appropriate procurement method.

Thanks,

s 22

From: s 22 s 22 <s 22 s 22 @asic.gov.au>

Sent: Wednesday, 10 September 2025 12:37 PM

To: s 22 s 22 <s 22 s 22 @asic.gov.au>

Cc: s 22 s 22 <s 22 s 22 @asic.gov.au>; s 22 s 22 <s 22 s 22 @asic.gov.au>;

s 22 s 22 <s 22 s 22 @asic.gov.au>

Subject: Re: procurement - consumer education and support [SEC=OFFICIAL:Sensitive]

You don't often get email from s s 22 @asic.gov.au. [Learn why this is important](#)

Hi s 22

If you have a chance to do a draft today, that would be great

From: s 22 s 22 <s 22 s 22 @asic.gov.au>

Sent: Monday, September 8, 2025 11:17:52 AM

To: s 22 s 22 <s 22 s 22 @asic.gov.au>

Cc: s 22 s 22 <s 22 s 22 @asic.gov.au>; s 22 s 22 <s 22 s 22 @asic.gov.au>;

s 22 s 22 <s 22 s 22 @asic.gov.au>

Subject: RE: procurement - consumer education and support [SEC=OFFICIAL:Sensitive]

Hi s 22

The Brief looks good and has most of the information needed to drop into the Procurement Plan ([New Procurement Form - Power Apps](#)).

I'm more than happy to guide someone through completing the plan or I can do a draft on Wednesday if you don't have anyone available.

If you can give me the names of interested providers later in the week, I can select the most appropriate RFQ Template.

Thanks,

s 22

s 22

Procurement Manager

Professional Services - Procurement,
Enterprise Services

Australian Securities and Investments Commission

12 Moore Street, Canberra, ACT 2601

s 22

s 22 s 22 @asic.gov.au

ASIC logo



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From: s 22 s 22 <s 22 s 22 @asic.gov.au>

Sent: Friday, 5 September 2025 5:08 PM

To: s 22 s 22 <s 22 s 22 asic.gov.au>
Cc: s 22 s 22 <s 22 s 22 asic.gov.au>; s 22 s 22 <s 22 s 22 asic.gov.au>;
s 22 s 22 <s 22 s 22 asic.gov.au>

Subject: procurement - consumer education and support [SEC=OFFICIAL:Sensitive]

Hi s 22

As discussed, we want to seek an organisation to provide assistance and educational support to consumers affected by the Shield and First Guardian collapse.

I'm not sure of the current template, but have begun a brief of work.

 [brief - consumer education website for shield matter.docx](#)

Can you please review and advise.

As discussed, we have reached out to a few potential providers to market test interest, and 2 are interested so far.

Kind regards,

s 22 s 22 (he/him)

Senior Executive Leader – Fintech

Markets Group

Australian Securities and Investments Commission

Level 5, 100 Market Street, Sydney NSW 2000

Tel: s 22 | Mob: s 22

s 22 s 22 asic.gov.au

EA: s 22 s 22 | Tel: s 22 s 22 asic.gov.au

(I work flexible hours and at different times of the day - I do not expect that you will respond to this email outside your regular working hours)



From: s s 22
To: s s 22
Subject: FW: FYI FW: procurement - consumer education and support [SEC=OFFICIAL:Sensitive]
Date: Tuesday, 16 September 2025 9:37:32 AM
Attachments: [image003.png](#)
[image005.jpg](#)
[image006.png](#)
[image007.jpg](#)

Hi s 22

As discussed, we are progressing the consumer education procurement as part of the high risk super work.

We discussed this with steerco on Friday, and they were supportive. We are deferring consideration of AFCA contributing to this work, but this may be relevant to later stages.

The workflow approval should come through soon from procurement, so I am seeking your approval to proceed.

The draft brief is below.

Regards,

From: s 22 s 22
Sent: Friday, 12 September 2025 1:57 PM
To: s 22 s 22
Cc: s 22 s 22 ; s 22 s 22
Subject: RE: FYI FW: procurement - consumer education and support [SEC=OFFICIAL:Sensitive]

Thanks s

Looks fine

From: s 22 s 22 <s 22 s 22 [asic.gov.au](mailto:s 22@asic.gov.au)>
Sent: Friday, 12 September 2025 12:23 PM
To: s 22 s 22 <s 22 s 22 [asic.gov.au](mailto:s 22@asic.gov.au)>
Cc: s 22 s 22 <s 22 s 22 [asic.gov.au](mailto:s 22@asic.gov.au)>
Subject: RE: FYI FW: procurement - consumer education and support [SEC=OFFICIAL:Sensitive]

Hi s 22

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In the meantime, we need to define the RFQ Evaluation criteria.

Please review the proposed criteria below and make any changes to align with the SOR.

Capability

- the ability of the Respondent to meet each of the requirements in the Statement of Requirements and how the Respondent proposes to do so
- the depth of relevant experience of the nominated personnel
- the depth of relevant experience of the Respondent

Capacity

- Respondent's ability to allocate and manage its resources to complete the project in compliance with all requirements

Price

[brief - consumer education website for shield matter.docx](#)

Cheers

S [REDACTED]

Kind Regards,

s 22 [REDACTED] s 22 [REDACTED]

Category Manager, Professional Services

Procurement, Property & Contracts Team - Enterprise Services

Australian Securities and Investments Commission

100 Market Street, Sydney, 2001

Tel: s 22 [REDACTED]

s 22 [REDACTED] s 22 [REDACTED] asic.gov.au



ASIC is committed to [diversity and inclusion](#). ASIC is a place of belonging regardless of difference, where all individuals are accepted, safe and affirmed.

From: s 22 [REDACTED] s 22 [REDACTED] <s 22 [REDACTED] s 22 [REDACTED] asic.gov.au>

Sent: Friday, 12 September 2025 8:39 AM

To: s 22 [REDACTED] s 22 [REDACTED] <s 22 [REDACTED] s 22 [REDACTED] asic.gov.au>

Cc: s 22 [REDACTED] s 22 [REDACTED] <s 22 [REDACTED] s 22 [REDACTED] asic.gov.au>

Subject: RE: FYI FW: procurement - consumer education and support [SEC=OFFICIAL:Sensitive]

Thanks s [REDACTED]

We are not sure what the quotes will be, but less than \$50,000 is expected.

If you can manage the RFQ that would be great

Thanks

From: s 22 [REDACTED] s 22 [REDACTED] <s 22 [REDACTED] s 22 [REDACTED] asic.gov.au>

Sent: Friday, 12 September 2025 7:54 AM

To: s 22 [REDACTED] s 22 [REDACTED] <s 22 [REDACTED] s 22 [REDACTED] asic.gov.au>

Cc: s 22 [REDACTED] s 22 [REDACTED] <s 22 [REDACTED] s 22 [REDACTED] asic.gov.au>

Subject: RE: FYI FW: procurement - consumer education and support [SEC=OFFICIAL:Sensitive]

Good Morning s 22 [REDACTED]

Hope you are well!

Thank you for sending the names of the potential providers. As these are businesses that operate as a not-for-profit, I believe we will be able to conduct the RFQ via limited to all four and engage with them via a Commonwealth Contracting Suite (CCS).

Could you please advise what the estimated value of the 12 month support will be?

Next steps once I know the value, I will confirm procurement strategy and then raise the workflow and send it to you for review and submission.

Please advise if you would like to manage the RFQ or wish for me to do so?

Look forward to hearing from you.

Cheers

S [REDACTED]

Kind Regards,

s 22 [REDACTED] s 22 [REDACTED]

Category Manager, Professional Services

Procurement, Property & Contracts Team - Enterprise Services

Australian Securities and Investments Commission

100 Market Street, Sydney, 2001

Tel: s 22 [REDACTED]

s 22 [REDACTED] s 22 [REDACTED] asic.gov.au



ASIC is committed to [diversity and inclusion](#). ASIC is a place of belonging regardless of difference, where all individuals are accepted, safe and affirmed.

From: s 22 s 22 <s 22 s 22 [asic.gov.au](#)>
Sent: Thursday, 11 September 2025 9:54 AM
To: s 22 s 22 <s 22 s 22 [asic.gov.au](#)>
Cc: s 22 s 22 <s 22 s 22 [asic.gov.au](#)>
Subject: RE: FYI FW: procurement - consumer education and support [SEC=OFFICIAL:Sensitive]
Thanks s 22

The likely providers are CHOICE, Financial Rights Legal Centre, Consumer Action Law Centre and Super Consumers Australia

From: s 22 s 22 <s 22 s 22 [asic.gov.au](#)>
Sent: Wednesday, 10 September 2025 1:06 PM
To: s 22 s 22 <s 22 s 22 [asic.gov.au](#)>
Cc: s 22 s 22 <s 22 s 22 [asic.gov.au](#)>
Subject: FYI FW: procurement - consumer education and support [SEC=OFFICIAL:Sensitive]
Hi s 22

I will be offline for a few days, and my colleague s 22 will touch base with you today or tomorrow and make a start.

s 22 is new to the Professional Services Team, however, brings a wealth of knowledge from leading the IT Contract/Procurement Team.

We will still need the names of interested providers to decide on the most appropriate procurement method.

Thanks,
s 22

From: s 22 s 22 <s 22 s 22 [asic.gov.au](#)>
Sent: Wednesday, 10 September 2025 12:37 PM
To: s 22 s 22 <s 22 s 22 [asic.gov.au](#)>
Cc: s 22 s 22 <s 22 s 22 [asic.gov.au](#)>; s 22 s 22 <s 22 s 22 [asic.gov.au](#)>; s 22 s 22 <s 22 s 22 [asic.gov.au](#)>
Subject: Re: procurement - consumer education and support [SEC=OFFICIAL:Sensitive]

You don't often get email from s s 22 [asic.gov.au](#). [Learn why this is important](#)

Hi s 22

If you have a chance to do a draft today, that would be great

From: s 22 s 22 <s 22 s 22 [asic.gov.au](#)>
Sent: Monday, September 8, 2025 11:17:52 AM
To: s 22 s 22 <s 22 s 22 [asic.gov.au](#)>
Cc: s 22 s 22 <s 22 s 22 [asic.gov.au](#)>; s 22 s 22 <s 22 s 22 [asic.gov.au](#)>; s 22 s 22 <s 22 s 22 [asic.gov.au](#)>
Subject: RE: procurement - consumer education and support [SEC=OFFICIAL:Sensitive]

Hi s 22

The Brief looks good and has most of the information needed to drop into the Procurement Plan ([New Procurement Form - Power Apps](#)).

I'm more than happy to guide someone through completing the plan or I can do a draft on Wednesday if you don't have anyone available.

If you can give me the names of interested providers later in the week, I can select the most appropriate RFQ Template.

Thanks,

s 22

s 22

Procurement Manager

Professional Services - Procurement,
Enterprise Services

Australian Securities and Investments Commission

12 Moore Street, Canberra, ACT 2601

s 22

s 22 s 22 asic.gov.au

ASIC logo



ASIC acknowledges the Traditional Owners of the lands and waters on which we live and work. We pay respect to Elders past and present as the custodians of the world's oldest continuing cultures.

From: s 22 s 22 <s 22 s 22 asic.gov.au>

Sent: Friday, 5 September 2025 5:08 PM

To: s 22 s 22 <s 22 s 22 asic.gov.au>

Cc: s 22 s 22 <s 22 s 22 asic.gov.au>; s 22 s 22 <s 22 s 22 asic.gov.au>;

s 22 s 22 <s 22 s 22 asic.gov.au>

Subject: procurement - consumer education and support [SEC=OFFICIAL:Sensitive]

Hi s 22

As discussed, we want to seek an organisation to provide assistance and educational support to consumers affected by the Shield and First Guardian collapse.

I'm not sure of the current template, but have begun a brief of work.

 [brief - consumer education website for shield matter.docx](#)

Can you please review and advise.

As discussed, we have reached out to a few potential providers to market test interest, and 2 are interested so far.

Kind regards,

s 22 s 22 (he/him)

Senior Executive Leader – Fintech

Markets Group

Australian Securities and Investments Commission

Level 5, 100 Market Street, Sydney NSW 2000

Tel: s 22 | Mob: s 22

s 22 s 22 asic.gov.au

EA: s 22 s 22 | Tel: s 22 s 22 asic.gov.au

(I work flexible hours and at different times of the day - I do not expect that you will respond to this email outside your regular working hours)



From: [ASIC SharePoint Online Automation](#)
To: § 22 § 22
Subject: PROC2622-Consumer Support for Shield and First Guardian Collapse Submitted
Date: Friday, 19 September 2025 12:24:36 PM

A Procurement Plan has been submitted, for your information. Please note, no further action is required from you. A copy of the request is provided below for your convenience:

Team: Markets

Approving Senior Manager or SEL: § 22 § 22

CC: § 22 § 22

Requester: § 22 § 22

The requirement is available on an existing panel arrangement?: No

Background and Purpose of Procurement:

Background

The collapse of Shield and First Guardian has caused considerable financial distress for many consumers. Consumers have informed ASIC that due to complex nature of these investments and the number of regulated parties involved in this collapse they are finding it difficult to understand and navigate the complaints and compensation process. AFCA has received similar feedback.

Purpose

To address the lack of understanding and help stakeholders navigate the complaints and compensation process, ASIC is seeking to engage a suitably qualified consumer education, advocacy or services organisation (supplier).

The Supplier will need to develop comprehensive support web content, educational materials, complaint management tools, and related resources.

Construction Services: No

Estimated Value of Procurement

Estimated value excl. GST: \$50000

Estimated value incl. GST: \$55000

Additional Information:

Based on ASIC historical data, for similar tasking it is envisaged that the cost would be approximately \$50,000 ((GST excl.)).

Given the media attention and lack of recourses and support for affected consumers and other stakeholders ASIC would want to engage the supplier as quickly as possible.

Anticipated Approach to Market (ATM) release would be 24 September 2025.

Anticipated close date for responses would be 05 October 2025

Start Date: 13 October 2025

End Date 31 December 2025

A no cost extension option may be required for administrative purposes (invoicing etc.).

Source of Funding

Proposed Cost Centre 1: 1032 - ED Enforcement and Compliance

Proposed Cost Centre 1 Owner: s 22

Proposed Cost Centre 1 Amount: \$50000

Proposed Cost Centre 1 Project Code: 0006041

Risk Categorisation

Procuring contingent labour hire (contractor or, temporary personnel)? **No**

Requirements are covered completely including all anticipated options, extensions, renewals, or other mechanisms that may be executed over the life of the contract **Yes**

Related to IT (hardware, software or communications). **No**

Project delivery or material includes the use of, or transmission of ASIC data **No**

Procurement Management and Contract Management Skills

- The potential points of failure are clear and able to be managed, such as potential scope creep, non-performance or delivery, quality, and acceptance for payment.
- The necessary skills are available to manage the procurement and contract.

Criticality

Potentially significant external client impact. **No**

Success is critical to ASIC's ability to meet its core objectives, or central to achieving a new government policy decision or initiative **No**

Market factors place a high risk on ASIC achieving expected outcomes. **No**

Internal factors place a high risk to ASIC achieving expected outcomes. **No**

Concerns may be raised about the probity of the process, or a potential perceived conflict of interest. **No**

Project delivery or material includes personal information. **No**

High risk that this procurement could be damaging to ASIC's reputation for other reasons. **No**

Likely to have public announcement, attract media attention or has sensitivity in relation to ASIC's core business. **No**

Procurement Strategy

Limited Tender, under the \$80,000 threshold.

The proposed strategy is to seek quotations from the following four suppliers, under [Commonwealth Contracting Suite \(CCS\)](#) .

Suppliers:

CHOICE

Financial Rights Legal Centre

Consumer Action Law Centre

Super Consumers Australia

Key Dates:

Anticipated Approach to Market (ATM) release would be 24 September 2025.

Anticipated close date for responses would be 05 October 2025

Start Date: 13 October 2025

End Date 31 December 2025

A no cost extension option may be required for administrative purposes (invoicing etc.).

The proposed strategy:

- will seek competitive quotes
- will use Commonwealth approach to market and contract terms (under a panel, Commonwealth Contracting suite or Digital Sourcing contracts)

Market Research

There is sufficient knowledge about the market and capable suppliers are identified. If using a panel, the nominated suppliers and their ABN are authorised to provide the category of service: **Yes**

Market Research was based on historical data for tasks of similar complexity and purpose.

Approaches were made to organisations to determine interest and capability.

Recommendation

By submitting this request, I declare that:

- I have no known conflict of interest with the proposed procurement: **Yes**
- any conflict that may arise will adhere to ASIC's COI declaration process in myRAD: **Yes**
- advice will be sought from the Procurement Advisory or CLO, if required: **Yes**

[Procurement Form](#)
[Supporting Documents](#)

From: [REDACTED]
To: [REDACTED]
Subject: FW: Action Required: Approval for PROC2622-Consumer Support for Shield and First Guardian Collapse [SEC=OFFICIAL]
Date: Friday, 19 September 2025 3:23:48 PM
Attachments: ~WRD0000.jpg
image002.png

Fyi

From: Microsoft Power Automate
Sent: Friday, 19 September 2025 12:25 PM
To: [REDACTED]
Subject: Action Required: Approval for PROC2622-Consumer Support for Shield and First Guardian Collapse

EXTERNAL EMAIL: Do not click any links or open any attachments unless you trust the sender and know the content is safe.



Power Automate

Action Required: Approval for PROC2622-Consumer Support for Shield and First Guardian Collapse

Requested by ASIC SharePoint Online Automation

You have been sent a Request for Approval of a Procurement Plan for PROC2622-Consumer Support for Shield and First Guardian Collapse

Team: Markets

Approving Senior Manager or SEL: [REDACTED]

CC: [REDACTED]

Requester: [REDACTED]

The requirement is available on an existing panel arrangement?: No

Background and Purpose of Procurement

Background

The collapse of Shield and First Guardian has caused considerable financial distress for many consumers. Consumers have informed ASIC that due to complex nature of these investments and the number of regulated parties involved in this collapse they are finding it difficult to understand and navigate the complaints

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- The necessary skills are available to manage the procurement and contract.

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Market factors place a high risk on ASIC achieving expected outcomes. **No**

Internal factors place a high risk to ASIC achieving expected outcomes. **No**

Concerns may be raised about the probity of the process, or a potential perceived conflict of interest. **No**

Project delivery or material includes personal information. **No**

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The proposed strategy is to seek quotations from the following four suppliers,

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[link](#).

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Financial Rights Legal Centre

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There is sufficient knowledge about the market and capable suppliers are identified. If using a panel, the nominated suppliers and their ABN are authorised to provide the category of service:

Yes

Market Research was based on historical data for tasks of similar complexity and purpose.

Approaches were made to organisations to determine interest and capability.

Recommendation

By submitting this request, I declare that:

- I have no known conflict of interest with the proposed procurement: **Yes**
- any conflict that may arise will adhere to ASIC's COI declaration process in myRAD: **Yes**
- advice will be sought from the Procurement Advisory or CLO, if required: **Yes**

Note: All text above is displayed as plain text. View the

Procurement Form to see any rich text content

Please review the form and either Approve, Request Revision or Decline using the button below or you can [delegate/reassign](#) this task to another person

If you select Request Revision, you must enter in comments to explain your reasons. If not, this approval email will be reissued to you to action again.

Where you select "Endorse" or "Approve", you declare that you have **reviewed the Procurement form**, and

- a) have no reason to believe that you have any conflict of interest in relation to this procurement; or
- b) have declared any conflict of interest you may have in relation to this procurement in MyRAD and obtained endorsement from the ASIC Procurement team to endorse/approve this procurement, notwithstanding that conflict, on conditions that you have agreed to comply with.

For reference:

[Procurement Form](#)

[Supporting Documents](#)

[Procurement Form](#)

Date Created: Friday, September 19, 2025 2:24 AM GMT

Approve >

Request Revision

>

Decline >

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Microsoft Corporation, One Microsoft Way, Redmond, WA 98052



eyJhbGciOiJSUzI1NiIsImtpZCI6IjYxRTBBQjVGODkyRjMxNjIwQjU3OTk4NzdGMUREOUQ0Q0Q1QjU0RDkiLCJ0eX

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[illegible]

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b3dlciBBdXRvbWF0ZS4gRG8gbm90IHJlcGx5LiBNaWNyb3NvZnQgQ29ycG9yYXRpb24gMjAyMC5clixclndyYXBcl
jp0cnVlfV0sXCJzZXBHcmF0b3ZClj0cnVlfV0sXCJvcmlnaW5hdG9yXCi6XCi0NDIiYTI1NS03MDUuYLTQ3NzAtOTZIY
y04OTQwMDAzYzMO NGVclixclmhpgZGVPCmlnaW5hbEJvZHlclj0cnVILFwiYXV0b0ludm9rZUFjdGlublwiOntclnR5
cGVcljpcIkFjdGlubi5ldHRwXCIsXCJtZXRob2RcljpcIlBPU1RclixclnVybfwiOlwiaHR0cHM6Ly9hdXN0cmFsaWEuYXB
pLmZsb3cubWljcm9zb2Z0LmNvbS9jYWxsYmFja3MvYWN0aW9uYWJsZUVtYWIsl2Vudmlyb25tZW50cy83MTU0
MjVjMi0xMzRkLTQ2ZDAtODQzMCI1Y2RmNDRjNDg3ZjQvYXBCwcm92YWxzLzU2YTfhNGQwLTE1Y2YtNDg2MC1
hYmYwLTc2NGE3MTM0MDRMmYy9yZWZyZXNOPTFwaS12ZXJzaW9uPTEmb3ZlcnJpZGVMb2NhbGU9ZW4tVVN
clixclmJvZHlcljpcIlwifX0iLCJpYXQioIE3NTgyNDg2NzJ9.SQUaTQ_rXT4eNC-hK43qS87ZnqsOL-texjiTSAY6-
GZDzyclOZUKdHUdim8IDaRh5ecFtWb6ml048IFuPxifRWxJOXYKRaa2xEhmhjY6jVOa_jwtixk3wYzpLYwWZfs_NLN
D8jy2GoRnJ4AoULR8lZLy6VbYm4_dTmbthTBOB_cdwty6iPDUFoew8l8nAn0zKFE3qOTAII24kQEZbaaEyHcsq_Q
mPpMC1l245dH0fKO0vpdwqZqKBom_Y3uYyhGq7Gm72zOAABUomKTu9aygTAHmxfC-nh-
KH7zBMz6OYVQ2LhTGB7tf_lacOTaoCKeqJPmIfmDXQLoS8ZQsRXZYA

From: s 22 s 22
To: s s 22
Cc: s 22 s 22
Subject: RE: FYI FW: procurement - consumer education and support [SEC=OFFICIAL:Sensitive]
Date: Wednesday, 24 September 2025 10:29:02 AM
Attachments: [image001.jpg](#)
[image002.png](#)
[image003.png](#)
[image004.jpg](#)

Hi s 22

Thank you for letting me know.

Enjoy the break!

Cheers

s

Kind Regards,

s 22 s 22

Category Manager, Professional Services

Procurement, Property & Contracts Team - Enterprise Services

Australian Securities and Investments Commission

100 Market Street, Sydney, 2001

Tel: s 22

s 22 s 22 asic.gov.au



ASIC is committed to [diversity and inclusion](#). ASIC is a place of belonging regardless of difference, where all individuals are accepted, safe and affirmed.

From: s 22 s 22

Sent: Wednesday, 24 September 2025 10:27 AM

To: s 22 s 22

Cc: s 22 s 22

Subject: RE: FYI FW: procurement - consumer education and support [SEC=OFFICIAL:Sensitive]

Thanks s

I will be on annual leave from Thursday evening for 2 weeks, back in the office Friday 10th. s 22 will be acting lead for the high risk super project while I'm away. The RFQ closes Wednesday 7th, so will be back in time to help review responses.

Regards,

From: s 22 s 22 <s 22 s 22 asic.gov.au>

Sent: Wednesday, 24 September 2025 10:25 AM

To: s 22 s 22 <s 22 s 22 asic.gov.au>

Cc: s 22 s 22 <s 22 s 22 asic.gov.au>; s 22 s 22 <s 22 s 22 asic.gov.au>;

s 22 s 22 <s 22 s 22 asic.gov.au>; s 22 s 22 <s 22 s 22 asic.gov.au>

Subject: RE: FYI FW: procurement - consumer education and support [SEC=OFFICIAL:Sensitive]

Thank you, s 22

I will release the RFQ today and shortly follow up with the Procurement Conduct Statement to the evaluation team.

Cheers

s

Kind Regards,

s 22 s 22

Category Manager, Professional Services

Procurement, Property & Contracts Team - Enterprise Services

Australian Securities and Investments Commission

100 Market Street, Sydney, 2001

Tel: s 22

s 22 s 22 [asic.gov.au](mailto:s 22@asic.gov.au)



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From: s 22 s 22 <s 22 s 22@asic.gov.au>

Sent: Tuesday, 23 September 2025 4:54 PM

To: s 22 s 22 <s 22 s 22@asic.gov.au>

Cc: s 22 s 22 <s 22 s 22@asic.gov.au>; s 22 s 22 <s 22 s 22@asic.gov.au>; s 22 s 22 <s 22 s 22@asic.gov.au>; s 22 s 22 <s 22 s 22@asic.gov.au>; s 22 s 22 <s 22 s 22@asic.gov.au>

Subject: RE: FYI FW: procurement - consumer education and support [SEC=OFFICIAL:Sensitive]

Thanks s 22

Looks fine – made one minor edit

Email addresses are:

- s 22 s 22 s 22 [choice.com.au](mailto:s 22@choice.com.au)
- s 22 s 22 s 22 [superconsumers.com.au](mailto:s 22@superconsumers.com.au)
- s 22 s 22 s 22 [consumeraction.org.au](mailto:s 22@consumeraction.org.au)
- s 22 s 22 s 22 s 22 [financialrights.org.au](mailto:s 22@financialrights.org.au)

I suggest the evaluation team be me, s 22 s 22 and s 22 s 22 (with s 22 as the final decision maker).

From: s 22 s 22 <s 22 s 22@asic.gov.au>

Sent: Tuesday, 23 September 2025 8:58 AM

To: s 22 s 22 <s 22 s 22@asic.gov.au>

Cc: s 22 s 22 <s 22 s 22@asic.gov.au>; s 22 s 22 <s 22 s 22@asic.gov.au>

Subject: RE: FYI FW: procurement - consumer education and support [SEC=OFFICIAL:Sensitive]

Hi s 22

I hope this finds you well.

We have completed drafting the RFQ document: CCS - Approach to Market PROC2622 - Statement of Requirements.docx. Could you please review the document and make any necessary amendments?

Here is a link.. [CCS - Approach to Market PROC2622 - Statement of Requirements.docx](#)

For your reference, here is the SharePoint folder for this procurement activity [PROC2622-Consumer Support for Shield and First Guardian Collapse](#)

To ensure a smooth process, please see the action items and next steps below:

Action Items

- Please review the RFQ and suggest or implement any required changes.
- Please share the email addresses of the four providers we intend to invite, and I will distribute the RFQ accordingly.
- The RFQ will be issued via the Tender Box and monitored by myself. Once the RFQ closes, I will forward all responses to the evaluation team.
- Any questions asked by the providers, I will share these with the evaluation team, please ensure a timely response.
- Please confirm the members of the evaluation team. Once the RFQ is released, I will provide them with the Procurement Conduct Statement and, after RFQ closure, request disclosure of

any specific conflicts of interest.

- Please review the Probity briefing notes and the evaluation matrix located in the SP folder.

If you have any questions or require further clarification, please let me know.

Cheers

S

Kind Regards,

s 22 s 22

Category Manager, Professional Services

Procurement, Property & Contracts Team - Enterprise Services

Australian Securities and Investments Commission

100 Market Street, Sydney, 2001

Tel: s 22

s 22 s 22 [asic.gov.au](mailto:s 22@asic.gov.au)



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From: s 22 s 22 <s 22 s 22@asic.gov.au>

Sent: Tuesday, 16 September 2025 11:20 AM

To: s 22 s 22 <s 22 s 22@asic.gov.au>

Cc: s 22 s 22 <s 22 s 22@asic.gov.au>; s 22 s 22 <s 22 s 22@asic.gov.au>

Subject: RE: FYI FW: procurement - consumer education and support [SEC=OFFICIAL:Sensitive]

Sorry to hear that – rest up

From: s 22 s 22 <s 22 s 22@asic.gov.au>

Sent: Tuesday, 16 September 2025 11:15 AM

To: s 22 s 22 <s 22 s 22@asic.gov.au>

Cc: s 22 s 22 <s 22 s 22@asic.gov.au>; s 22 s 22 <s 22 s 22@asic.gov.au>

Subject: RE: FYI FW: procurement - consumer education and support [SEC=OFFICIAL:Sensitive]

Hi s 22

I have come down with a viral infection and will be offline for a few days.

My colleague s 22 will kindly work on this today and send to you for review and submission.

Cheers

S

Kind Regards,

s 22 s 22

Category Manager, Professional Services

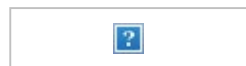
Procurement, Property & Contracts Team - Enterprise Services

Australian Securities and Investments Commission

100 Market Street, Sydney, 2001

Tel: s 22

s 22 s 22 [asic.gov.au](mailto:s 22@asic.gov.au)



ASIC is committed to [diversity and inclusion](#). ASIC is a place of belonging regardless of difference, where all individuals are accepted, safe and affirmed.

From: s 22 s 22 <s 22 s 22@asic.gov.au>

Sent: Tuesday, 16 September 2025 9:34 AM

To: s 22 s 22 <s 22 s 22@asic.gov.au>

Cc: s 22 s 22 <s 22 s 22@asic.gov.au>; s 22 s 22 <s 22 s 22@asic.gov.au>

Subject: RE: FYI FW: procurement - consumer education and support [SEC=OFFICIAL:Sensitive]

Hi S

I didn't see this come through yesterday – just checking it is under control.

From: S 22 S 22

Sent: Friday, 12 September 2025 1:57 PM

To: S 22 S 22 S 22 S 22 asic.gov.au

Cc: S 22 S 22 S 22 S 22 asic.gov.au; S 22 S 22 S 22 S 22 asic.gov.au

Subject: RE: FYI FW: procurement - consumer education and support [SEC=OFFICIAL:Sensitive]

Thanks S

Looks fine

From: S 22 S 22 S 22 S 22 asic.gov.au

Sent: Friday, 12 September 2025 12:23 PM

To: S 22 S 22 S 22 S 22 asic.gov.au

Cc: S 22 S 22 S 22 S 22 asic.gov.au

Subject: RE: FYI FW: procurement - consumer education and support [SEC=OFFICIAL:Sensitive]

Hi S 22

If total foreseeable value of this procurement is less than \$80K inc. GST then we can issue an approach to market under the Commonwealth Contract (CCS) to the four organisations below and then evaluate for the best response.

First thing I'll do is prepare a procurement plan workflow requesting that the above process be approved by the delegate. I'll send you the workflow by midday Monday and get you to review and submit.

In the meantime, we need to define the RFQ Evaluation criteria.

Please review the proposed criteria below and make any changes to align with the SOR.

Capability

- the ability of the Respondent to meet each of the requirements in the Statement of Requirements and how the Respondent proposes to do so
- the depth of relevant experience of the nominated personnel
- the depth of relevant experience of the Respondent

Capacity

- Respondent's ability to allocate and manage its resources to complete the project in compliance with all requirements

Price

 [brief - consumer education website for shield matter.docx](#)

Cheers

S

Kind Regards,

S 22 S 22

Category Manager, Professional Services

Procurement, Property & Contracts Team - Enterprise Services

Australian Securities and Investments Commission

100 Market Street, Sydney, 2001

Tel: S 22

S 22 S 22 asic.gov.au



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From: s 22 s 22 <s 22 s 22@asic.gov.au>

Sent: Friday, 12 September 2025 8:39 AM

To: s 22 s 22 <s 22 s 22@asic.gov.au>

Cc: s 22 s 22 <s 22 s 22@asic.gov.au>

Subject: RE: FYI FW: procurement - consumer education and support [SEC=OFFICIAL:Sensitive]

Thanks s

We are not sure what the quotes will be, but less than \$50,000 is expected.

If you can manage the RFQ that would be great

Thanks

From: s 22 s 22 <s 22 s 22@asic.gov.au>

Sent: Friday, 12 September 2025 7:54 AM

To: s 22 s 22 <s 22 s 22@asic.gov.au>

Cc: s 22 s 22 <s 22 s 22@asic.gov.au>

Subject: RE: FYI FW: procurement - consumer education and support [SEC=OFFICIAL:Sensitive]

Good Morning s 22

Hope you are well!

Thank you for sending the names of the potential providers. As these are businesses that operate as a not-for-profit, I believe we will be able to conduct the RFQ via limited to all four and engage with them via a Commonwealth Contracting Suite (CCS).

Could you please advise what the estimated value of the 12 month support will be?

Next steps once I know the value, I will confirm procurement strategy and then raise the workflow and send it to you for review and submission.

Please advise if you would like to manage the RFQ or wish for me to do so?

Look forward to hearing from you.

Cheers

s

Kind Regards,

s 22 s 22

Category Manager, Professional Services

Procurement, Property & Contracts Team - Enterprise Services

Australian Securities and Investments Commission

100 Market Street, Sydney, 2001

Tel: s 22

s 22 s 22@asic.gov.au



ASIC is committed to [diversity and inclusion](#). ASIC is a place of belonging regardless of difference, where all individuals are accepted, safe and affirmed.

From: s 22 s 22 <s 22 s 22@asic.gov.au>

Sent: Thursday, 11 September 2025 9:54 AM

To: s 22 s 22 <s 22 s 22@asic.gov.au>

Cc: s 22 s 22 <s 22 s 22@asic.gov.au>

Subject: RE: FYI FW: procurement - consumer education and support [SEC=OFFICIAL:Sensitive]

Thanks s 22

The likely providers are CHOICE, Financial Rights Legal Centre, Consumer Action Law Centre and Super Consumers Australia

From: s 22 s 22 <s 22 s 22@asic.gov.au>

Sent: Wednesday, 10 September 2025 1:06 PM

To: s 22 s 22 <s 22 s 22@asic.gov.au>

Cc: s 22 s 22 <s 22 s 22@asic.gov.au>

Subject: FYI FW: procurement - consumer education and support [SEC=OFFICIAL:Sensitive]

Hi s 22

I will be offline for a few days, and my colleague s 22 will touch base with you today or tomorrow and make a start.

s 22 is new to the Professional Services Team, however, brings a wealth of knowledge from leading the IT Contract/Procurement Team.

We will still need the names of interested providers to decide on the most appropriate procurement method.

Thanks,

s 22

From: s 22 s 22 <s 22 s 22@asic.gov.au>

Sent: Wednesday, 10 September 2025 12:37 PM

To: s 22 s 22 <s 22 s 22@asic.gov.au>

Cc: s 22 s 22 <s 22 s 22@asic.gov.au>; s 22 s 22 <s 22 s 22@asic.gov.au>;

s 22 s 22 <s 22 s 22@asic.gov.au>

Subject: Re: procurement - consumer education and support [SEC=OFFICIAL:Sensitive]

You don't often get email from s s 22@asic.gov.au. [Learn why this is important](#)

Hi s 22

If you have a chance to do a draft today, that would be great

From: s 22 s 22 <s 22 s 22@asic.gov.au>

Sent: Monday, September 8, 2025 11:17:52 AM

To: s 22 s 22 <s 22 s 22@asic.gov.au>

Cc: s 22 s 22 <s 22 s 22@asic.gov.au>; s 22 s 22 <s 22 s 22@asic.gov.au>;

s 22 s 22 <s 22 s 22@asic.gov.au>

Subject: RE: procurement - consumer education and support [SEC=OFFICIAL:Sensitive]

Hi s 22

The Brief looks good and has most of the information needed to drop into the Procurement Plan ([New Procurement Form - Power Apps](#)).

I'm more than happy to guide someone through completing the plan or I can do a draft on Wednesday if you don't have anyone available.

If you can give me the names of interested providers later in the week, I can select the most appropriate RFQ Template.

Thanks,

s 22

s 22

Procurement Manager

Professional Services - Procurement,
Enterprise Services

Australian Securities and Investments Commission

12 Moore Street, Canberra, ACT 2601

s 22

s 22 s 22@asic.gov.au

ASIC logo



ASIC acknowledges the Traditional Owners of the lands and waters on which we live and work. We pay respect to Elders past and present as the custodians of the world's oldest continuing cultures.

From: s 22 s 22 <s 22 s 22 asic.gov.au>

Sent: Friday, 5 September 2025 5:08 PM

To: s 22 s 22 <s 22 s 22 asic.gov.au>

Cc: s 22 s 22 <s 22 s 22 asic.gov.au>; s 22 s 22 <s 22 s 22 asic.gov.au>;

s 22 s 22 <s 22 s 22 asic.gov.au>

Subject: procurement - consumer education and support [SEC=OFFICIAL:Sensitive]

Hi s 22

As discussed, we want to seek an organisation to provide assistance and educational support to consumers affected by the Shield and First Guardian collapse.

I'm not sure of the current template, but have began a brief of work.

 [brief - consumer education website for shield matter.docx](#)

Can you please review and advise.

As discussed, we have reached out to a few potential providers to market test interest, and 2 are interested so far.

Kind regards,

s 22 s 22 (he/him)

Senior Executive Leader – Fintech

Markets Group

Australian Securities and Investments Commission

Level 5, 100 Market Street, Sydney NSW 2000

Tel: s 22 | Mob: s 22

s 22 s 22 asic.gov.au

EA: s 22 s 22 | Tel: s 22 s 22 asic.gov.au

(I work flexible hours and at different times of the day - I do not expect that you will respond to this email outside your regular working hours)



From: s 22 s 22
To: [Tenders](#)
Cc: s 22 s 22
Subject: PROC2622 - Approach to Market: To establish a Contract for Consumer Support for Shield and First Guardian Collapse [SEC=OFFICIAL]
Date: Wednesday, 24 September 2025 10:59:54 AM
Attachments: [image002.jpg](#)
[CCS - Approach to Market PROC2622 - SOR Consumer Education to support Shield and First Guardian Final.docx](#)

Dear Service Providers

We are pleased to announce the release of the Approach to Market (ATM) for PROC2622, which seeks to establish a contract for Consumer Support related to the Shield and First Guardian Collapse.

Please find attached the following document for your review and response:

- ATM PROC2622 – Establishment of Contract for Consumer Support: Shield and First Guardian Collapse

The key dates for this ATM are as follows:

- ATM Release Date: 24 September 2025
- ATM Closing Date: 07 October 2025, 3:00pm (AEST)
- Proposed Contract Commencement Date: 13 October 2025

We invite you to submit your response in accordance with the evaluation criteria and all other requirements outlined in the ATM documentation.

All responses must be submitted to tenders@asic.gov.au by **3:00pm (AEST), Tuesday 7 October 2025**. Any enquiries regarding this ATM will be accepted until 5:00pm (AEST), **Wednesday 1 October 2025** and must also be directed to tenders@asic.gov.au.

Kindly acknowledge receipt of this email and confirm whether you intend to respond to the ATM.

We look forward to receiving your submission.

Kind Regards,

Procurement Team
Australian Securities and Investments Commission
tenders@asic.gov.au
Level 5, 100 Market Street, Sydney NSW 2000

ASIC logo



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Australian Government

Approach to Market

To establish Contract for Consumer Support for Shield and First Guardian Collapse

Reference ID: PROC2622

UNSPSC: 80170000 Public relations and professional communications services

This Approach to Market (ATM) is for the provision of: The development of comprehensive support web content, educational materials, complaint management tools, and related resources.

This will address the lack of understanding and help stakeholders navigate the complaints and compensation process, ASIC is seeking to engage a suitably qualified consumer education, advocacy or services organisation (supplier).

The Commonwealth of Australia as represented by Australian Securities and Investments Commission (the Customer) is seeking submissions for the provision of the services (the Requirement) as described in this ATM comprising:

- this CCS ATM, including the Statement of Requirement
- the CCS ATM Response Form
- the CCS ATM Annexes (if any)
- the Commonwealth ATM Terms
- the Additional Contract Terms (if any)
- the Commonwealth Contract Terms
- the Commonwealth Contracting Suite Glossary and Interpretation.

In submitting a response, Potential Suppliers are required to comply with all requirements set out in the Commonwealth Approach to Market Terms (a copy of which is included in this document), and if successful, agree to enter into a contract which incorporates the Commonwealth Contract Terms available at <https://www.finance.gov.au/government/procurement/commonwealth-contracting-suite-ccs#ccs-terms>.

The [Selling to Government website](#) provides information to help businesses understand how to sell to the Australian Government. If you have any general questions about how the Australian Government procures goods and services, please contact the Selling to Government team at sellingtogov@finance.gov.au.

For questions relating specifically to this ATM, please contact the ATM Contact Officer set out at A.A.5(a).

Statement of Requirement

A.A.1 Key Information and Dates**Approach to Market**

Event	Details
ATM Closing Date	Wednesday, 7 October 2025
ATM Closing Time	3:00 pm NSW local time
Industry Briefing	Unless otherwise notified by an addendum, there are no industry briefing sessions for this ATM.
Site Inspection	Unless otherwise notified by an addendum, there are no site inspections for this ATM.
Question Closing Date and Time	Questions will be permitted up until 5:00 pm Wednesday, 1 October 2025, NSW local time.
Minimum Content and Format Requirements	For a Potential Supplier's Response to be eligible for consideration the Potential Supplier's Response must comply with the matters addressed in A.B.4.2 of the Commonwealth ATM Terms.
Conditions for Participation	No conditions for participation are specified.

Proposed Contract

Event	Details
Proposed Start Date:	Monday, 13 October 2025
Proposed End Date:	The Contract will terminate on Wednesday, 31 December 2025.
Contract Extension Option	The Contract will include the following extension option(s): one period of three months.

A.A.2 The Requirement

Objectives:

- Provide accurate and accessible information, practical advice, and complaint-handling tools to consumers affected by the Shield and First Guardian collapses.
- Deliver a user-friendly, secure, and accessible website and supporting materials, including template complaint letters, checklists, an online licensee identification tool.
- Support consumer understanding, resilience, and protection from further harm.

Scope of Work:

- Design, implement and maintain (for a period of at least 12 months) a dedicated, mobile-responsive website meeting WCAG 2.1 accessibility standards.
- Develop educational and practical support materials in multiple languages and formats (include audio, video, text and visuals). The materials should cover:
 - how to identify the entities responsible for any products and services the client received (adviser, super trustee, managed investment scheme)
 - how to make a complaint to the entity directly and if unsuccessful to AFCA
 - how to prepare and write the complaint, which issues to raise, what resolution to request and what information to include
 - other options like participating in a class action
 - how liquidations work and how to participate in the liquidations for Shield or First Guardian
 - how to protect yourself from further attempts to mislead or take advantage of investors (eg scam complaint management firms)
- Create template complaint letters and easy-to-use checklists for consumers, with clear instructions on:
 - lodging complaints directly with the relevant licensee.
 - escalating complaints to the Australian Financial Complaints Authority (AFCA) if not resolved satisfactorily by the licensee.
 - lodging proof of debt with the liquidator to participate in any recovery or distribution of assets.
- Build an interactive online tool to help users identify the relevant licensee (eg based on the adviser the client spoke to) for complaints and determine the appropriate pathway for complaint escalation (e.g., to AFCA or the liquidator).
- Ensure robust privacy and security for all user data collected through the website and tools.
- Engage with stakeholders and incorporate feedback for continuous improvement.
- Develop and implement a strategy for outreach and promotion to affected communities.
- (optional – liaising with investor representative groups and providing education material to assist them)

Deliverables:

- A fully functional, secure, and accessible support website.
- Educational materials, checklists, and complaint letter templates in accessible formats and multiple languages, including guidance for:
 - Making complaints to the licensee and AFCA.
 - Lodging proof of debt with the liquidator.
- An online licensee identification tool integrated into the website.
- Stakeholder engagement and consultation report.
- Promotional strategy and outreach plan.
- Metrics and reporting tools for usage and impact tracking

A.A.2(a) Commonwealth Supplier Code of Conduct

The Commonwealth expects its suppliers to conduct themselves with high standards of ethics such that they consistently act with integrity and accountability.

If awarded a Contract, the Supplier must agree to comply with the Commonwealth Code of Conduct (Code) in accordance with the Commonwealth Contract Terms [Clause C.C.23].

Clause C.C.23 requires the Supplier to comply with the Code when performing its obligations under the Contract, and to ensure its personnel and Subcontractors comply with the Code. The clause also requires the Supplier to proactively monitor and assess compliance with the Code, and to notify the Customer immediately of any breach of the Code.

In accordance with the Commonwealth ATM Terms [Clause A.B.10], where requested by the Customer, Potential Suppliers should provide information demonstrating that they have appropriate policies, frameworks, or similar, in place to comply with the Code.

Further information on the Code can be found at:

<https://www.finance.gov.au/government/procurement/commonwealth-supplier-code-conduct>

A.A.2(b) Standards

Potential Suppliers must ensure that any goods and services proposed are capable of complying with all applicable Australian standards and any Australian and international standards specified in this Statement of Requirement. Potential Suppliers should note that they may be required to enable the Customer, or an independent assessor, to conduct periodic audits to confirm compliance with those standards.

Web Content Accessibility

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

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

A.A.2(c) Security Requirements

None Specified

A.A.2(d) Work Health and Safety

Prior to commencement of the Contract, the Customer's Contract Manager and the Supplier's Contract Manager will identify any potential work health and safety (WHS) issues anticipated to arise during the term of the contract and assign management of each issue identified to the party best able to manage it. For all

issues assigned to the Supplier, the Supplier will provide the Customer with a WHS plan for approval and no work will commence until the plan is approved unless agreed in writing by the Customer.

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

A.A.2(e) Delivery and Acceptance

None Specified

A.A.2(f) Meetings

The Supplier is not required to attend meetings.

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

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

A.A.2(h) Customer Material

The Customer will not provide any material.

A.A.3 ATM Distribution

Email Distribution

Updates to this ATM will be distributed via email.

A.A.4 Lodgement of Responses

Email

Responses must be lodged via email to tenders@asic.gov.au quoting reference number PROC2622 by the Closing Time specified in A.A.1 [Key Information and Dates].

Response File Format, Naming Convention and Size

The Customer will accept Responses lodged in the following formats:

- Microsoft Word (.docx)
- Microsoft Excel (.xlsx)
- PDF (.pdf)
- Rich Text Format (.rtf)
- CSV (.csv)

The Response file name/s should:

- a) incorporate the Potential Supplier's full legal organisation name; and
- b) reflect the various parts of the bid they represent (where the Response comprises multiple files).

Response files must not exceed a combined file size of 200 megabytes per email.

Responses must be completely self-contained. No embedded files can be included. No hyperlinked or other material may be incorporated by reference.

A.A.5 Customer's Contact Officers

A.A.5(a) ATM Contact Officer

For all matters relating to this ATM, the Contact Officer is:

Name/Position: s 22 s 22 Senior Executive Leader

Email Address: s 22 s 22@asic.gov.au

Note: Question Closing Date and Time is set out at item A.A.1 [Key Information and Dates].

A.A.5(b) Complaints Handling

Complaints relating to this ATM should be directed to:

Name/Position:	The Procurement Manager
Email Address:	tenders@asic.gov.au

Information relating to the handling of complaints is available on the Customer's website at: <https://www.finance.gov.au/business/procurement/complaints-handling-charter-complaints>.

If your issue is not resolved refer <https://www.finance.gov.au/business/procurement/complaints-handling-charter-complaints> for more information relating to complaints.

Additional Contract Terms

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

A.C.1 Intellectual Property

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

The Supplier grants to the Customer:

- a non-exclusive, irrevocable, royalty-free, perpetual, world-wide licence to exercise the Intellectual Property Rights in the Material provided under the Contract for any purpose; and
- a right to sub-licence the rights in (a) above to third parties, including to the public under an open access or Creative Commons 'BY' licence.

The licence excludes the right of commercial exploitation by the Customer.

The Supplier warrants that it is entitled to grant this licence to the Customer; and that the provision of the Goods and/or Services and any Material by the Supplier under the Contract, and its use by the Customer, in accordance with the Contract, will not infringe any third party's Intellectual Property Rights and Moral Rights.

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

A.C.2 Payment Terms

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

In all other circumstances following receipt of a Correctly Rendered Invoice, including acceptance of the Goods and/or Services by the Customer, the Customer will pay the amount of a Correctly Rendered Invoice

to the Supplier within twenty (20) calendar days after receiving it, or if this day is not a Business Day, on the next Business Day.

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

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

Commonwealth Approach to Market (ATM) Terms

A.B.1 Background

- 1.1 Some terms in this document have been given a special meaning. The meanings are set out either in the Commonwealth Contracting Suite Glossary and Interpretation, the CCS ATM or the draft Commonwealth Contract.
- 1.2 Any queries or complaints regarding this ATM must be directed to the Customer's relevant contact officer listed in the Statement of Requirement.
- 1.3 The Customer may:
 - a) amend or clarify any aspect of this ATM, prior to the Closing Time, or
 - b) suspend the ATM process or issue a Public Interest Certificate prior to Contract execution, by issuing an addendum to the ATM in the same manner as the original ATM was distributed or, where this is not possible, issuing a notice to all Potential Suppliers.
- 1.4 No contract will exist until the Contract is executed by the Customer. The Customer, acting in good faith, may discontinue this ATM; decline to accept any Response to this ATM or issue any contract; or satisfy its requirements separately from this ATM process.
- 1.5 Participation in this process is at the Potential Supplier's risk and cost.

A.B.2 Precedence of Documents

- 2.1 If there is inconsistency between any of the parts of this ATM, the following order of precedence will apply:
 - a) CCS ATM – Statement of Requirement
 - b) CCS ATM Response Form
 - c) CCS ATM Annexes (if any)
 - d) Commonwealth ATM Terms
 - e) Additional Contract Terms (if any)
 - f) Commonwealth Contract Terms
 - g) draft Commonwealth Contract (if any), and
 - h) CCS Glossary and Interpretation,
 so that the provision in the higher ranked document will prevail to the extent of the inconsistency.

A.B.3 Referenced Material

- 3.1 The Customer will make available the Customer's Material (if any) referenced in this ATM. Potential Suppliers are responsible for obtaining all other Referenced Material (if any).
- 3.2 Potential Suppliers are responsible for considering Referenced Material in framing their Response.

A.B.4 Lodging a Response

- 4.1 By lodging a Response, Potential Suppliers agree:
 - a) that their Response is subject to these Commonwealth ATM Terms

- b) that the Response will remain open for acceptance for ninety (90) calendar days from the ATM Closing Time, and
- c) if successful, to sign a Contract which incorporates the Commonwealth Contract Terms.

- 4.2 When lodging a Response, Potential Suppliers must:
 - a) lodge their Response as specified in the Statement of Requirement using the CCS ATM Response Form provided (if any) without changing the structure or formatting of the response form
 - b) comply with any conditions for participation and ensure their Response complies with any minimum content and format requirements set out in the Statement of Requirement
 - c) ensure the Response is in English, and
 - d) ensure that prices quoted:
 - i) are in Australian currency
 - ii) show the GST exclusive price, the GST component (if any) and the GST inclusive price
 - iii) are inclusive of GST and all other taxes, duties (including any customs duties) and any government charges imposed or levied in Australia or overseas, and
 - iv) unless identified in the Potential Supplier's Response, include any and all other charges and costs and be the maximum payable by the Customer under the Contract.

- 4.3 The Customer may decline to consider a Response that is unable to be read or contains alterations, erasures, illegibility, ambiguity or incomplete details.

- 4.4 Potential Suppliers may submit Responses for alternative methods of addressing the Customer's Requirement described in this ATM, where the option to do so was stated in the ATM or agreed in writing with the Customer prior to the Closing Time. Potential Suppliers are responsible for providing a sufficient level of detail about the alternative solution to enable its evaluation.

- 4.5 Potential Suppliers and their officers, employees, agents, advisors and proposed subcontractors must not engage in any collusive, anti-competitive or any other similar conduct with any other Potential Supplier or person, or offer any unlawful inducements in relation to their Response or this ATM process.

- 4.6 The Customer will only extend the Closing Time in exceptional circumstances and, if extended, the extension will apply equally to all Potential Suppliers. The Customer will not consider any Responses received after the Closing Time

Commonwealth Approach to Market (ATM) Terms

- specified in this ATM unless the Response is late as a consequence of the Customer's mishandling.
- 4.7 Prior to execution of a contract, the Customer may seek clarification or additional information from, and enter into discussions and negotiations with, any or all Potential Suppliers in relation to their Response. In doing so, the Customer will treat all Potential Suppliers equitably and not allow any Potential Supplier to substantially alter their Response.
- 4.8 If any Conflicts of Interest arise during the evaluation period, Potential Suppliers must notify the Customer immediately and comply with any reasonable directions issued by the Customer. All communications must be confirmed in writing.
- A.B.5 Evaluation**
- 5.1 The Customer will evaluate Responses in accordance with the ATM and consistent with the Commonwealth Procurement Rules to determine the best value for money outcome for the Customer.
- 5.2 The Customer will exclude from consideration any Response that does not meet the minimum content and format requirements and the conditions for participation (if any) as set out in the Statement of Requirement.
- 5.3 The criteria for evaluation are the:
- extent to which the Potential Supplier's Response meets the Customer's Requirement set out in this ATM
 - extent to which the Potential Supplier demonstrates its capability and capacity to provide the Requirement, and
 - whole of life costs to be incurred by the Customer. Evaluation will take account of the quoted price and any costs that the Customer will incur as a result of accepting the Potential Supplier's Response.
- 5.4 Unless stated otherwise in the Approach to Market documentation, the above three (3) criteria for evaluation will be of equal importance.
- 5.5 The Customer may at any time exclude a Response from consideration if the Customer considers that the Response is clearly not competitive.
- 5.6 Potential Suppliers should note that the Commonwealth's Indigenous Procurement Policy (IPP) will apply to the Customer in respect of this procurement. During evaluation, the Customer may favourably consider the Potential Supplier's ability to assist the Customer to meet its IPP obligations. More information is available at <https://www.niaa.gov.au/our-work/employment-and-economic-development/indigenous-procurement-policy-ipp>.
- 5.7 If requested by the Customer, the Potential Supplier must be able to demonstrate its ability to remain viable for the duration of the Contract and must promptly provide the Customer with such information or documentation as the Customer reasonably requires.
- 5.8 The Customer reserves the right to contact the Potential Supplier's referees, or any other person, directly and without notifying the Potential Supplier.
- 5.9 The Customer will notify all Potential Suppliers of the final decision and, if requested, will debrief Potential Suppliers following award of the Contract.
- A.B.6 Reporting Requirements**
- 6.1 Potential Suppliers acknowledge that the Customer is subject to legislative and administrative accountability and transparency requirements including disclosure to Parliament and its Committees.
- 6.2 Without limiting the Customer's right to disclose other information, for any contracts awarded, the Customer may publicly disclose the Supplier's name, postal address and other details about the Contract, including contract value.
- 6.3 Potential Suppliers acknowledge that the Customer may disclose the names of any Subcontractors engaged in respect of the Contract. Potential Suppliers should also note the requirements of the *Freedom of Information Act 1982* (Cth).
- A.B.7 Confidentiality of Potential Supplier's Information**
- 7.1 Subject to this clause A.B.7, the Customer will treat all Responses as confidential before and after the award of a Contract.
- 7.2 Potential Suppliers should note that, if successful, parts of their Response may be included in a subsequent Contract. Potential Suppliers must identify and justify any aspects of their Response or the proposed Contract that they consider should be kept confidential.
- 7.3 Potential Suppliers should note that the Customer will only agree to treat information as confidential in cases that it considers consistent with Australian Government legislation and policies. In the absence of such an agreement, Potential Suppliers acknowledge that the Customer has the right to publicly disclose the information.
- A.B.8 Criminal Code**
- 8.1 Potential Suppliers acknowledge that the giving of false or misleading information to the Commonwealth is a serious offence under section 137.1 of the schedule to the *Criminal Code Act 1995* (Cth).
- 8.2 Potential Suppliers must ensure that any intended Subcontractors participating in the Potential Supplier's Response are aware of the information in this clause.
- A.B.9 Personal Information**
- 9.1 Potential Suppliers agree to provide the Customer, or its nominee, relevant Personal Information

Commonwealth Approach to Market (ATM) Terms

relating to the Potential Supplier, its officers, employees, agents or Subcontractors, for the purposes of preventing, detecting, investigating or dealing with a fraud or security breach relating to this ATM. When providing Personal Information to the Customer, the Potential Supplier warrants that they will have obtained consent or provided reasonable notification in accordance with the *Privacy Act 1988* (Cth).

A.B.10 Compliance with the Commonwealth Supplier Code of Conduct

- 10.1 If requested by the Customer, Potential Suppliers should provide information in their Response demonstrating that they have the appropriate policies, frameworks, or similar, in place to comply with the Code.
- 10.2 The Customer may take into account a Potential Supplier's ability to comply with the Code in evaluating the Potential Supplier's Response.



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Commonwealth Contracting Suite Glossary and Interpretation

Glossary

In the Commonwealth Contracting Suite (CCS):

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

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

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

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

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

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

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

“Commonwealth Supplier Code of Conduct” or **“Code”** means the Commonwealth Supplier Code of Conduct, as published on 1 July 2024, as updated from time to time.

“Confidential Information” means all forms of information that: is designated either specifically or generally as confidential in the Contract or DoSO, or is designated by its owner as confidential or which the other party knows, or ought to know is confidential (provided that, if it is the Supplier’s information, it meets all four (4) criteria of the Confidentiality Test published on the Department of Finance website and the Customer agrees in writing to treat the information as confidential).

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

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

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

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

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

“Correctly Rendered Invoice” means an invoice that:

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

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

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

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

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

Commonwealth Contracting Suite Glossary and Interpretation

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

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

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

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

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

“Goods and/or Services” means:

- a) the Goods and/or Services and any Material, and
- b) all such incidental Goods and/or Services that are reasonably required to achieve the Requirement of the Customer, as specified in the Contract and, where relevant, offered under a Standing Offer Arrangement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“Required Capabilities” means:

Commonwealth Contracting Suite Glossary and Interpretation

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

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

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

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

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

"Significant Event" means:

- a) any adverse comments or findings made by a court, commission, tribunal or other statutory or professional body regarding the conduct or performance of the Supplier or its officers, employees, agents or Subcontractors that impacts or could be reasonably perceived to impact on their professional capacity, capability, fitness or reputation, or
- b) any other significant matters, including the commencement of legal, regulatory or disciplinary action involving the Supplier or its officers, employees, agents or Subcontractors, that may adversely impact on compliance with Commonwealth policy and legislation or the Commonwealth's reputation.

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

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

"Standing Offer Details" means the section of the DoSO with the heading 'Standing Offer Details'.

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

"Statement of Work" means the section or schedule of the Contract (as the case may be) with the heading 'Statement of Work'.

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

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

Commonwealth Contracting Suite Glossary and Interpretation

Interpretation

In the Commonwealth Contracting Suite, unless stated otherwise:

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

Clause Reference	Section / Part	CCS Document
A.A.[x]	Statement of Requirement	CCS Approach to Market (ATM)
A.B.[x]	Commonwealth Approach to Market (ATM) Terms	
A.C.[x]	Additional Contract Terms	
C.A.[x]	Statement of Work	Commonwealth Contract
C.B.[x]	Additional Contract Terms	
C.C.[x]	Commonwealth Contract Terms	
P.C.[x]	Commonwealth Purchase Order Terms	Commonwealth Purchase Order Terms
D.A.[x]	CCS DoSO ATM	CCS Deed of Standing Offer (DoSO)
D.B.[x]	Commonwealth DoSO ATM Terms	
D.C.[x]	DoSO ATM Response Form	
D.D.[x]	CCS DoSO	
D.D.3(x)	Additional DoSO Terms	
D.E.[x]	Commonwealth DoSO Terms	
R.A.[x]	Schedule 1 - Statement of Work	CCS DoSO RFQ and Contract
R.B.[x]	Schedule 2 - Additional Contract Terms	
R.C.[x]	Schedule 3 - Supplier's Response Form	
R.D.[x]	Contract Details Schedule	

INSTRUCTIONS FOR POTENTIAL SUPPLIER

1. Before you start

- a) This Response is not an offer for work.
- b) Read the all documentation provided by the Customer and distributed with this Response form and decide whether your organisation has the **necessary skills and experience** to meet the Customer's requirement.
- c) Do not proceed further if:
 - i. your organisation cannot agree to the Commonwealth Contract Terms, available at <https://www.finance.gov.au/government/procurement/commonwealth-contracting-suite-ccs>. These terms are non-negotiable and will form part of the Contract if you are successful in this ATM process.
 - ii. your organisation does not meet and/or agree to the Minimum Content and Format Requirements and the Conditions for Participation (if any), set out at item A.A.1 [Key Information and Dates], as failure to do so will mean your response cannot be considered.
 - iii. your organisation is a **trust** where the Trustee is not empowered to sign contracts on behalf of the Trust. Before proceeding, contact the Customer's ATM Contact Officer at item A.A.5(a) [ATM Contact Officer].
 - iv. you are an **Individual** without an ABN and you do not meet the Australian Taxation Office's (ATO) definition of an independent contractor available at: <https://www.ato.gov.au/business/employee-or-contractor/how-to-work-it-out-employee-or-contractor>. Before proceeding, contact the ATM Contact Officer set out at item A.A.5(a) [ATM Contact Officer] to seek advice.
- d) The Customer will evaluate all valid Responses received by the ATM Closing Time [Item A.A.1] that meet the Minimum Content and Format Requirements and the Conditions for Participation (if any), to determine which Potential Supplier has proposed the best value for money outcome for the Customer. Responses will be evaluated as per the criteria set out at Clause A.B.5 [Evaluation].
- e) Participation in this ATM is at your organisation's risk and cost. **Please note** this is a competitive process and your organisation may incur costs in responding. If you are unsuccessful, you will be unable to recoup these costs.

2. Format Requirements

- a) You **MUST** use this form (CCS ATM Response Form) to submit your Response, which **MUST** comply with the Commonwealth ATM Terms, available at: <https://www.finance.gov.au/government/procurement/commonwealth-contracting-suite-ccs>.
- b) As this form is set out to facilitate the evaluation of responses, Potential Suppliers are to use the form as provided and are **not permitted to make any changes to the structure or formatting of the document**.

3. Guidance for completing your Response

- a) **Specific questions** about this ATM **must** be directed to the ATM Contact Officer set out at Item A.A.5(a) [ATM Contact Officer] before Question Closing Date and Time set out at item A.A.1 [Key Information and Dates].
- b) In preparation of this Response, **please note** the Commonwealth Indigenous Procurement Policy (IPP) available at: <https://www.niaa.gov.au/indigenous-affairs/economic-development/indigenous-procurement-policy-ipp> may apply to the Customer in respect of this procurement. During evaluation of responses, the Customer may consider the Supplier's ability to assist the Customer to meet its IPP obligations.

- c) Ensure your Response is as concise as possible while including all information that your organisation wants the evaluation team to consider. Do not include general marketing material or assume that the evaluation team has any knowledge of your organisation's capabilities or personnel.
- d) Do not include pricing in any other part of your response except in the relevant Pricing Schedule.
- e) The successful Supplier will have demonstrated its ability to provide the best value for the Customer. This will not necessarily be the lowest price.
- f) **Submit** the form as required by Item A.A.4 [Lodgement of Responses].
- g) If your organisation is **unsuccessful** with this Response, you may request a debrief to assist with future responses. The ATM Contact Officer set out at Item A.A.5(a) [ATM Contact Officer] can arrange this for you.

Drafting Note:

Before you finalise and submit your Response, please **delete** all Drafting Notes, including this entire section [Instructions for Potential Suppliers].

Do not type any information within the drafting note guidance tables as any drafting notes remaining in your Response may be removed by the Customer prior to evaluation.

Response to Approach to Market to establish Contract for Consumer Support for Shield and First Guardian Collapse

ATM Reference ID: PROC2622

This Response will be prepared and lodged in accordance with the Minimum Content and Format requirements as set out in A.A.1 [Key Information and Dates].	☐ Yes ☐ No: Do not proceed as your Response will not be eligible for further consideration
This Response will demonstrate our ability to meet the Conditions for Participation as set out in A.A.1 [Key Information and Dates].	☐ Yes ☐ No: Do not proceed as your organisation will not have the ability to fulfil the requirements of the procurement.

Potential Supplier's Contact Officer

For all matters relating to this Response, the Potential Supplier's Contact Officer is:

Potential Supplier Name:	
Contact Name:	
Position:	
Telephone:	
Email Address:	
Postal Address:	

Part 1 – Potential Supplier's Details

Drafting Note:

The following details will appear in the Contract should your Response be successful. The details you provide should be for the legal organisation that would be the Supplier under the Contract.

1.1 Potential Supplier's Details

Organisation's Full Legal Name:	Drafting Note: Insert your organisation's full legal name. If your organisation is successful in this ATM process, this will be the name of the Supplier for the Contract.
Legal Entity Type:	☐ Individual/Sole Trader ☐ Partnership ☐ Company ☐ Sole Director Company ☐ Trust (see note below) ☐ Educational Institution (see note below) ☐ Other (please state):
NOTE FOR TRUSTS: If the Potential Supplier is trading as a trust , please provide details of the relevant trust (and trustee) including a copy of the relevant trust deed (including any variations to that deed) as an attachment to this Response.	
NOTE FOR EDUCATIONAL INSTITUTIONS: If your Response is successful, prior to entering a Contract you will be required to provide details of any enabling legislation as well as details of any delegations or other authorisations that are relevant to the execution of a contract.	
Australian Business Number (ABN):	Drafting Note: If the Potential Supplier is an entity registered on the Australian Business Register, then the ABN used by the business must be given.
Australian Company Number (ACN):	Drafting Note: If the Potential Supplier is an Australian company, then the ACN must be given.
Australian Registered Body Number (ARBN):	Drafting Note: If the Potential Supplier's business is an entity registered on the business names register kept under the law of a State or Territory of Australia, then each ARBN used by the business must be given in respect of each State or Territory of registration.
Registered Address:	Drafting Note: Insert the supplier's main business address as registered with the Australian Business Register.

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1.2 Previous Judicial Decisions

Has your organisation, or where relevant any of its directors, ever had a judicial decision against them (not including decisions under appeal) relating to employee entitlements or engaged in practices that have been found to be dishonest, unethical or unsafe?	☐ Yes, see below. ☐ No
If yes , what was the date of discharge? <i>The Supplier acknowledges that the giving of false or misleading information to the Commonwealth is a serious offence under section 137.1 of the schedule to the Criminal Code Act 1995 (Cth).</i>	(DD/MM/YYYY) <i>Note: The Customer cannot enter a contract with a supplier who has an undischarged judicial decision relating to employee entitlements.</i>

1.3 Workplace Gender Equality

Is your organisation classified as a 'relevant employer' under the Workplace Gender Equality Act 2012 (the WGE Act)? See https://www.wgea.gov.au/about	☐ Yes, I am a relevant employer ☐ No, I am not a relevant employer
If yes , you are required to provide a current letter of compliance with the WGE Act prior to entering into a contract. Have you provided a letter of compliance with this Response?	☐ Yes ☐ No, I will provide a current letter of compliance prior to contract
NOTE: If the Potential Supplier is successful in this ATM process and where the Supplier is a relevant employer under the WGE Act, the Supplier must provide evidence that it complies with its obligations under the WGE Act before commencement of any Contract and, if the term is more than 18 months, within 18 months of commencement and annually thereafter for the duration of the Contract. If the Supplier becomes non-compliant with the WGE Act during the course of the Contract, the Supplier must notify the Customer's Contact Manager in writing within 10 Business Days. Compliance with the WGE Act does not relieve the Supplier from its responsibilities to comply with its obligations under the Contract.	

1.4 Indigenous Businesses

Is your organisation: • 50% or more Indigenous owned? • a joint venture that is 50% or more indigenous owned which can demonstrate equal indigenous representation and involvement in the management of the joint venture?	☐ Yes – see question below. ☐ No – proceed to section 1.5.
Is your organisation registered on Supply Nation?	☐ Yes ☐ No – see note below ☐ Not Applicable
NOTE: Please provide a certificate or letter from a recognised Indigenous organisation such as Land Council, Indigenous Chamber of Commerce or Office of the Registrar of Indigenous Corporations verifying Indigenous ownership.	

1.5 Potential Supplier's Contract Manager

Drafting Note:

Provide details for the person you propose will be the Contact Manager if your Response is successful and your organisation is awarded a contract.

For matters relating to the proposed Contract, the Potential Supplier's Contract Manager will be:

Name:	
Position Title:	
Telephone:	
Mobile:	
Email Address:	
Postal Address:	

1.6 Potential Supplier's Address for Notices (if different from the Contract Manager)**Drafting Note:**

Complete with "AS ABOVE" if same as Contact Manager.

Name:	
Position Title:	
Email Address:	
Postal Address:	

Part 2 – Executive Summary

2.1 Executive Summary of Potential Supplier's Proposal

Drafting Note:

You may find it useful to complete this section after you have completed your response.

Provide a brief (less than one page) summary of your Response highlighting its key features. The Executive Summary should not merely replicate information provided elsewhere in your Response. This section brings together all aspects of your proposal and is your opportunity to “sell” its unique features.

2.2 Conditions for Participation

Drafting Note:

Respond to the Conditions for Participation here. **Do not** proceed further if you cannot meet the Conditions for Participation as your Response cannot be considered. The Customer will exclude from consideration any Response that does not meet the Conditions for Participation.

Include a statement about how your organisation meets the Conditions for Participation (if any) detailed at A.A.1 [Key Information and Dates].

If no Conditions for Participation specified, include the words: No Conditions for Participation specified.

Part 3 – Ability to Meet the Requirement

3.1 Detailed Proposal to Meet the Customer's Requirement

Drafting Note:

Your response should address each aspect of the Statement of Requirement and explain/demonstrate how your response/solution meets the Requirement.

Provide a detailed description of your proposal to supply the Customer's Requirement, including any delivery methodology. This is your opportunity to convince the evaluation team that your organisation understands the Requirement and can deliver it to a high standard. Do not provide general marketing material.

Highlight your competitive advantage as well as special or unique features of your proposal. Depending on the Requirement, your response may propose a detailed project plan including project milestones and completion dates, timeframes, quality standards or performance indicators. It may also detail critical issues or key delivery risks of which the Customer should be aware.

If meeting the Customer's Requirement involves reporting, travel or attendance at meetings, you should clearly identify how you will meet these requirements, including details of personnel involved. Do not include any pricing or pricing information in Part 3. You should ensure that you clearly address any costs in your response to Part 5.

Do not rely on your organisation's reputation. The evaluation team can only consider information you provide in this submission.

a) Commonwealth Supplier Code of Conduct

Has the Potential Supplier ever been investigated for a potential breach, or has been found to have actually breached, the Commonwealth Supplier Code of Conduct in connection with a Commonwealth contract?	☐ Yes, see below. ☐ No
If yes, provide further details:	

Drafting Note:

Where requested by the Customer at A.A.2(a), provide information demonstrating that you have appropriate policies, frameworks, or similar, in place to comply with the Commonwealth Supplier Code of Conduct. While you may include general information, try and focus your response to any specific aspects of the Code identified and any specific information requested above.

If A.A.2(a) does not specify compliance information, type "Not Applicable" below.

b) Standards

Drafting Note:

Provide full details and evidence of compliance with all applicable Australian standards, and any Australian and international standards and requirements specified in The Requirement. Potential Suppliers are encouraged to demonstrate how any standard(s) are proposed to be specifically used in the delivery of the goods/services (i.e. provide evidence that demonstrates how your organisation complies with applicable standards in the context of the requested goods/services and attach supporting evidence as necessary).

Where you do not propose to comply with a standard which has been included in The Requirement, propose an alternative standard and justify your reasons. Where no standard has been specified, list any applicable standards with which you propose to comply.

Type "Not Applicable" below if no standards apply.

Part 4 – Potential Supplier's Demonstrated Capability and Capacity

4.1 Statement of Skills and Experience

Drafting Note:

This section should be used to demonstrate to the evaluation team your organisation's proven capability and capacity to meet the Customer's Requirement to a high standard and consistent quality. You should highlight your organisation's capacity and any unique capabilities that provide it with a competitive advantage.

Provide clear, concise description of your organisation's relevant skills and experience to deliver the Requirement.

Depending on the Requirement, this could include a detailed description of recent relevant experience in successfully supplying a similar requirement. It could also include your organisation's expertise in this field, brief information on relevant personnel (highlighting relevant expertise and experience), details of relevant intellectual property or unique products used.

Do not include any pricing or pricing information in this Part. All pricing information should be included in Part 5.

4.2 Specified Personnel

Drafting Note:

Only propose Specified Personnel where your proposal has referenced the skills of specific personnel and you reasonably expect them to perform the roles nominated. Include their role, the percentage of the project they will complete, and if relevant, their current Commonwealth Government security clearance. Add extra lines to the table as required.

You may also attach brief supporting information specific to the requirement including tailored CVs for Specified Personnel.

Where there are a number of staff who could perform a particular role, include details of the position/role and the percentage of project time which this role will perform. In these circumstances it would not be necessary to name the person.

Include details for subcontractor personnel if applicable. You will need to give additional details for subcontractors in the next section.

If no Specified Personnel are proposed, insert "Not Applicable".

Name	Position/Role	Current Security Clearance Level [#]	Percentage of Total Project Time
Total personnel time			100%

[#] if requested at A.A.2(b)

4.3 Subcontractors

Drafting Note:

The Customer may be required to publicly disclose information about subcontractors. Provide details for each subcontractor organisation you will use below.

In support of the Indigenous Procurement Policy (<https://www.niaa.gov.au/indigenous-affairs/economic-development/indigenous-procurement-policy-ipp>), also highlight any Indigenous subcontractors you are proposing to use, or any Indigenous staff who will work on the project.

If no subcontractors are proposed insert “Not Applicable”

Full Legal Name:	
Postal Address:	
ABN/ACN/ARBN:	
Is this subcontractor registered on Supply Nation or 50% or more Indigenous owned?	

a) Scope of Works to be Subcontracted

Drafting Note:

If no subcontractors are proposed insert “Not Applicable”.

Provide details of the roles (or specific parts of the contract) each subcontractor will perform.

The Supplier is solely responsible for all obligations under the Contract, including subcontractor performance and management. The Supplier must ensure that any subcontract arrangement that is entered into imposes necessary obligations on the subcontractor.

If you are intending to include subcontractors, read and understand your obligations under the Commonwealth Contract Terms, Subcontracting [Clause C.C.10], Relationship of the Parties [Clause C.C.2], Compliance with the Laws and Policy [Clause C.C.21] specifically relate to subcontractors.

4.4 Conflicts of Interest

Drafting Note:

Commonwealth officials have an obligation to disclose Conflicts of Interest under section 29 of the [Public Governance, Performance and Accountability Act 2013](#) (Cth). Suppliers to Commonwealth entities need to assist the Commonwealth to meet its obligations by complying with the same standard of conduct.

Conflicts can be real or apparent. The perception of a conflict can be just as damaging to the public's confidence in public administration as an actual conflict based on objective facts.

Provide full details of any Conflicts of Interest (if any) that could arise as a result of entering into the Contract with a Customer and propose a strategy to manage the conflict. For complex issues, you may choose to attach a Conflict of Interest Management Plan detailing your proposed approach.

After this response is submitted, Potential Suppliers must report any Conflicts of Interest that may have arisen or been identified during the evaluation period to the Customer without delay.

If no Conflicts of Interest were identified, type "Nil".

The Potential Supplier has identified the following potential Conflicts of Interest and management strategies:

Details	Management Strategy

4.5 Referees

Drafting Note:

Provide daytime contact details for three (3) referees who can attest to your capacity to meet the Requirement. You may prefer to include details of referees for Specified Personnel. A reference is stronger if your organisation and/or Specified Personnel has recently provided the referee with similar goods/services. It is good practice to ensure that nominated referees are aware they may be contacted.

Note clause A.B.5 [Evaluation]: The Customer reserves the right to contact any referees, or any other person, directly and without notifying the Potential Supplier.

Referee Name	Position	Organisation	Phone Number	Email Address

4.6 Pre-existing Intellectual Property of Potential Supplier

Drafting Note:

List your pre-existing Intellectual Property (if any) noting that:

The Supplier grants to, or in the case of Third-Party Material, must obtain for, the Customer a non-exclusive, irrevocable, royalty-free, perpetual, world-wide licence (including the right to sub-licence) to exercise the Intellectual Property Rights in all Pre-existing Material and Third- Party Material incorporated into the Material to enable the Customer to receive the full benefit of the Goods and/or Services and the Material and to exercise its rights in relation to the Material.

If no pre-existing Intellectual Property is proposed insert “Not Applicable”.

4.7 Confidentiality of Potential Supplier’s Information

Drafting Note:

Identify any information in your Response, or the proposed Contract, which you consider should be kept confidential, with reason(s).

The Customer will only agree to treat information as confidential in cases that meet the Commonwealth’s guidelines and which the Customer considers appropriate. If the Customer does not agree that the information meets the guidelines to be treated as confidential, the Customer has the right to disclose any information contained in the Contract.

Information to assist you to assess whether the Customer is able to treat particular information as confidential is available at: <https://www.finance.gov.au/publications/resource-management-guides/procurement-publishing-and-reporting-obligations-rmg-423>.

If none, type “Not Applicable”.

Add extra lines to the table as required.

The Potential Supplier has assessed that the commercial information in the table below meets the requirements available at <https://www.finance.gov.au/government/procurement/buying-australian-government/additional-reporting-confidentiality> and is seeking that information be kept confidential.

Information to be kept Confidential	Reasons for Confidentiality Request

4.8 Proven Ability to Meet Regulatory Considerations

Drafting Note:

Suppliers are expected to comply with all laws applicable to the performance of the Contract and any Commonwealth policies relevant to the Requirement.

Provide a brief statement of how you propose to comply with all relevant regulations, including but not limited to any Work Health and Safety requirements.

4.9 Sustainability Considerations

Drafting Note:

The Australian Government has a commitment to sustainable procurement practices. Sustainable procurement aims to reduce adverse social, environmental and economic impacts of purchased goods and services throughout their life.

Provide a brief statement of how your organisation intends to provide sustainable procurement benefits. You may also wish to include information about how your organisation implements the principles of sustainable procurement within your organisation's supply chain.

Potential Suppliers are encouraged to refer to the [Sustainable Procurement Guide](#) in forming their Response.

4.10 Additional Information

Drafting Note:

Any information included here should be relevant to this proposal and should be as concise as possible.

To facilitate the Customer's reporting responsibilities under the Indigenous Procurement Policy, if you are an Indigenous business, have Indigenous employees, or are proposing Indigenous subcontractors you should highlight that information here and explain how you will report the ongoing participation of Indigenous people in fulfilling the proposed Contract.

To facilitate the Customer's reporting responsibilities, if you are a business that primarily exists to provide the services of persons with a disability highlight that information here and explain how you will report ongoing participation of disabled people in fulfilling the proposed Contract.

The Commonwealth's Fraud Control Framework requires the Customer to manage risk of fraud and corruption as part of contracting and procurement activities. You should include details of controls (if any) you will have in place to prevent fraud and corruption against the Commonwealth.

This section should **NOT** be used to include generic marketing information that is not specific to the Requirement.

Part 5 – Total Costs to be incurred by the Customer

Drafting Note:

The information you provide in this section will be used to assess the total costs the Customer will incur under your proposal.

5.1 Pricing

Fixed Price (including all expenses)

Drafting Note:

Complete the following table including fixed prices for each item. Fixed prices must include taxes, duties and other government charges which may be imposed or levied in Australia and overseas, and all other costs associated with providing the services, including delivery fees where applicable.

Make sure you include, costs of any reporting and attending necessary meeting as well as any travel, accommodation and associated costs.

Add additional lines to the table as required.

Due Date	Milestone Description	Total Price GST Exclusive	GST Component	Total Price GST Inclusive
Total Fixed Price for Services				

Adjustment to Fixed Pricing for Contract Variation/Extension

Drafting Note:

Explain how the above pricing would be adjusted, if a contract variation (for either an increase or decrease in the Requirement) was requested.

For example, if the contract is for a one-year period, what would the rates be in the second year? If the quantity of goods increased or decreased what would be the effect on price?

5.2 Proposed Payment Schedule

Drafting Note:

Complete the table below if you propose that progress payments be made.

Do not propose a payment schedule that reflects more than the value of the milestones or deliverables you have delivered at any stage.

This payment schedule is for the Fixed Fees and Charges portion of the arrangement only. Variable costs will only be reimbursed after they have been incurred and invoiced.

Note: The Customer may propose alternative payment arrangements.

If you are not proposing any progress payments type “Not Applicable”.

Due Date	Milestone Description	Total Price (GST Exclusive)	GST Component	Total Price (GST Inclusive)
Total Milestone Payments				

5.3 Additional Facilities and Assistance

Drafting Note:

Should you require the Customer to provide facilities and assistance, in addition to that stated at Clause A.A.2(f) [Facilities and Assistance Offered by the Customer], provide details here. If no additional facilities or assistance required insert “Not Applicable”.

If the pricing provided above is based on the provision of Additional Facilities and Assistance this should be stated below.

5.4 Non-Compliance

Drafting Note:

If your response is successful, you will be offered a Contract which incorporates the *Commonwealth Contract Terms* available at <https://www.finance.gov.au/government/procurement/commonwealth-contracting-suite-ccs>. The Terms have been designed to enable Commonwealth officials to comply with their legislated responsibilities and are therefore **NOT** negotiable.

If you have reasons why any of the Additional Contract Terms should be changed, complete the following table, as these additional terms may be negotiable.

Any costs the Customer would incur in obtaining legal advice (including in-house legal advice) or negotiating the Customer's Additional Contract Terms will be included in the Customer's total costs assessment.

Clause	Reason for Non-Compliance	Proposed New Wording

From: [REDACTED]
To: [REDACTED]
Cc: [REDACTED]
Subject: Re: Consumer guidance for victims of First Guardian and Shield - other languages [SEC=OFFICIAL]
Date: Thursday, 25 September 2025 5:09:23 PM
Attachments: [image001.jpg](#)
[image002.jpg](#)

EXTERNAL EMAIL: Do not click any links or open any attachments unless you trust the sender and know the content is safe.

Hi both,

I can imagine you have been quite busy with the Macquarie filing and announcement - congratulations on all your hard work! A great result (and speedy!) for the members and hopefully puts pressure on the other trustees to do the same. Excellent work!

No worries if you don't know regarding the languages, but let us know if that changes. We'll continue to ask around.

Have a wonderful evening. I hope you can find some time to celebrate.

Cheers,

[REDACTED]

On Thu, 25 Sept 2025 at 16:41, [REDACTED] <[REDACTED]@asic.gov.au> wrote:

[REDACTED]

Apologies for the delay in replying, things have been a bit hectic over the past 24 hours! I just wanted to add, thank you for thinking about this issue and putting out your supportive statement today.

I am so glad for these investors that we have been able to achieve this.

Regards,

[REDACTED]

Senior Executive Leader, Enforcement & Compliance

Australian Securities and Investments Commission

Level 7, 120 Collins Street, Melbourne, VIC 3000

Tel: [REDACTED] | Mob: [REDACTED]

[REDACTED] <[REDACTED]@asic.gov.au>

ASIC logo



EA: [REDACTED] | Mob: [REDACTED] <[REDACTED]@asic.gov.au>

From: [REDACTED] <[REDACTED]@asic.gov.au>

Sent: Thursday, 25 September 2025 3:46 PM

To: [REDACTED] <[REDACTED]@superconsumers.com.au>; [REDACTED] <[REDACTED]@asic.gov.au>

Cc: [REDACTED] <[REDACTED]@asic.gov.au>

Subject: RE: Consumer guidance for victims of First Guardian and Shield - other languages [SEC=OFFICIAL]

Hi [REDACTED]

I've been liaising with our enforcement team on this issue. Thanks for your query but unfortunately we don't have sufficient information to be able to determine whether some investors face additional language barriers.

Sorry we couldn't be more helpful – agreed it's an important consideration.

Regards,

[REDACTED]

From: [REDACTED] <[REDACTED]@superconsumers.com.au>

Sent: Wednesday, 24 September 2025 10:04 AM

To: [REDACTED] <[REDACTED]@asic.gov.au>

Cc: [REDACTED] <[REDACTED]@asic.gov.au>; [REDACTED] <[REDACTED]@asic.gov.au>

Subject: Consumer guidance for victims of First Guardian and Shield - other languages

EXTERNAL EMAIL: Do not click any links or open any attachments unless you trust the sender and know the content is safe.

Hi s 22

Lovely to see you at the offsite last month.

Super Consumers has been working with AFCA and ASIC to develop some practical and plain language consumer guidance for Shield and FG victims especially leading up to the expiration of Next Generation's AFCA membership next month. We're also working with other consumer groups to promote it and have been updating it over time. That guidance is here: <https://superconsumers.com.au/journalism/what-you-need-to-know-about-shield-and-first-guardian-master-funds/>

AFCA has also developed some guidance and there are various Facebook, Reddit and other investor groups providing information of varying quality. As far as I know, it's all in English.

We're now turning our mind to whether there is a need for information in other languages.

Based on your investigations to date, are you aware of any advisers or lead generators working in a language other than English? Or populations of clients with low English language skills such that translated messaging would benefit them? If so, what languages?

If there is a need for information in other languages, there are a few things we can do (in conjunction with community groups who serve those populations) to get some targeted messaging through.

We've also asked AFCA the same question.

Much appreciated,

s 22

--

Image removed by sender. -



s 22 s 22 She/Her

Director of Advocacy (Policy)

Working from home on the lands of the Muwinina people in Nipaluna/Hobart

s 22 superconsumers.com.au

s 22

superconsumers.com.au

57 Carrington Rd, Marrickville NSW 2204, Australia



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s 22 s 22 She/Her

Director of Advocacy (Policy)

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From: 
To: 
Cc: 
Subject: Re: PROC2622 - Approach to Market: To establish a Contract for Consumer Support for Shield and First Guardian Collapse [SEC=OFFICIAL]
Date: Friday, 26 September 2025 9:04:56 AM
Attachments: [image002.jpg](#)

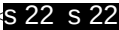
EXTERNAL EMAIL: Do not click any links or open any attachments unless you trust the sender and know the content is safe.

Hi 

I confirm receipt of your email. We intend to respond to this ATM.

CHeers,



On Wed, 24 Sept 2025 at 11:01,   <  asic.gov.au> wrote:

Dear Service Providers

We are pleased to announce the release of the Approach to Market (ATM) for PROC2622, which seeks to establish a contract for Consumer Support related to the Shield and First Guardian Collapse.

Please find attached the following document for your review and response:

- ATM PROC2622 – Establishment of Contract for Consumer Support: Shield and First Guardian Collapse

The key dates for this ATM are as follows:

- ATM Release Date: 24 September 2025
- ATM Closing Date: 07 October 2025, 3:00pm (AEST)
- Proposed Contract Commencement Date: 13 October 2025

We invite you to submit your response in accordance with the evaluation criteria and all other requirements outlined in the ATM documentation.

All responses must be submitted to tenders@asic.gov.au by **3:00pm (AEST), Tuesday 7 October 2025**. Any enquiries regarding this ATM will be accepted until 5:00pm (AEST), **Wednesday 1 October 2025** and must also be directed to tenders@asic.gov.au.

Kindly acknowledge receipt of this email and confirm whether you intend to respond to the ATM.

We look forward to receiving your submission.

Kind Regards,

Procurement Team
Australian Securities and Investments Commission
tenders@asic.gov.au

Level 5, 100 Market Street, Sydney NSW 2000

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§ 22 § 22 She/Her
Director of Advocacy (Policy)

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superconsumers.com.au

57 Carrington Rd, Marrickville NSW 2204, Australia



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From: s 22 s 22
To: s 22 s 22
Cc: s 22 s 22 s s 22 s 22 s 22
Subject: FW: RE: PROC2622 - FOCI Evaluation Template [SEC=OFFICIAL]
Date: Tuesday, 30 September 2025 10:39:15 AM
Attachments: [FOCI - Questions for Buyers to ask Sellers - Template.pdf](#)
[image001.gif](#)
[image002.png](#)
[image003.jpg](#)

Hi s 22

The workflow approved by s 22 refers that no ASIC data will be transferred from this procurement.

The ATM has been released to the following non-profit service providers:

- Choice Australia
- Super Consumers
- Consumer Action
- Financial rights

Could you please advise whether, we need to request the above service providers to fill in the attached FOCI assessment template? Or do we need to seek legal advice?

Cheers

s 22

Kind Regards,

s 22 s 22

Category Manager, Professional Services

Procurement, Property & Contracts Team - Enterprise Services

Australian Securities and Investments Commission

100 Market Street, Sydney, 2001

Tel: s 22

s 22 s 22 asic.gov.au



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From: s 22 s 22

Sent: Tuesday, 30 September 2025 10:09 AM

To: s 22 s 22

Cc: s 22 s 22

Subject: FW: RE: PROC2622 - FOCI Evaluation Template [SEC=OFFICIAL]

Hi s 22,

Can I leave this with you to follow up ?

I'm not sure if we normally wait until there is an outcome and send this to the successful Supplier or to all vendors that have been approached ?

Thanks,

s 22

s 22

Procurement Manager

Professional Services - Procurement,

Enterprise Services
Australian Securities and Investments Commission
12 Moore Street, Canberra, ACT 2601

s 22

s 22 s 22 asic.gov.au

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ASIC acknowledges the Traditional Owners of the lands and waters on which we live and work. We pay respect to Elders past and present as the custodians of the world's oldest continuing cultures.

From: s 22 s 22 <s 22 s 22 asic.gov.au>

Sent: Tuesday, 30 September 2025 9:21 AM

To: s 22 s 22 <s 22 s 22 asic.gov.au>

Subject: FW: RE: PROC2622 - FOCI Evaluation Template [SEC=OFFICIAL]

Hi s 22

Is this something the Procurement team sends out to vendors as part of your processes?

Many thanks

s 22

s 22

Senior Specialist

Enforcement & Compliance

Australian Securities and Investments Commission

Level 20, 240 Queen Street, Brisbane, QLD, 4000

Mob: s 22

s 22 s 22 asic.gov.au

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From: s 22 s 22 <s 22 s 22 asic.gov.au>

Sent: Monday, 29 September 2025 4:28 PM

To: s 22 s 22 <s 22 s 22 asic.gov.au>; s 22 s 22
<s 22 s 22 asic.gov.au>; s 22 s 22 <s 22 s 22 asic.gov.au>

Cc: Cyber Procurement <cyber.procurement@asic.gov.au>

Subject: RE: PROC2622 - FOCI Evaluation Template [SEC=OFFICIAL]

Hi All,

Not sure if this document has been provided to you through the procurement workflow already.

The procurement you've requested involves ASIC data classified as OFFICIAL. Advice will need to be sought from Legal Services as to whether OFFICIAL data can also be publicly available data, however based on previous experience I believe that ASIC maintains ownership/responsibility of all data created within the agency regardless of whether it is shared publicly. As such, a Foreign Ownership, Control or Influence (FOCI) assessment will need to be conducted. This is a requirement of all Federal Government agencies under the Protective Security Policy Framework.

Can you please ask vendors to fill in the attached FOCI assessment template and when they send it back, please upload to the relevant folder for each vendor and advise Cyber Security. Depending on their responses, a more in depth assessment may be performed by us.

Regards,

s 22 s 22

Cyber Assurance Specialist

Digital, Data & Technology

Australian Securities and Investments Commission

Level 20, 240 Queen St, Brisbane, 4001

Tel: s 22

s 22 s 22 asic.gov.au

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Australian Government
Digital Transformation Agency



Seller FOCI Information Questionnaire

Background

As part of the Australian Government's commitment to secure and resilient procurement practices, sellers responding to approaches to market for technology may be asked to complete this Foreign Ownership, Control or Influence (FOCI) Information Questionnaire.

This questionnaire supports the implementation of the [FOCI Risk Assessment Guidance](#), which comes into effect in July 2025 as part of the [PSPF Direction 001-2024](#). It is designed to help government buyers assess potential risks associated with foreign ownership, control, or influence in the supply chain when conducting a procurement for technology assets.

Instructions

- All questions must be answered.
- Where appropriate provide as much information as possible to support your answer.
- Where you have answered 'yes' to a question, evidence must be available at the Buyer's request.
- Where you have answered 'no' or 'unsure', please provide a brief explanation as to why this is the case.

Question	Answer
Section 1 – Intent	
Who is your company's ultimate parent? What country is it based in?	
Are any companies in your ownership structure based in other countries?	
Section 2 – Vendor Jurisdiction Hazard	
Is your company subject to any foreign laws requiring data sharing with governments?	
Has your company or parent company ever been sanctioned by Australia or another country?	
Has your company or parent company been sanctioned for corruption or similar practices in any jurisdiction?	
Section 3 – State Ownership, Control or Influence	
Does your company or parent company have any state ownership?	
Is your company or parent company under any state control?	

Does your company or parent company receive state funding?	
Does your company or parent company have any special legal rights or status?	
Section 4 – Access and Control	
Is the product or service ever connected to the internet?	
Is the product or service ever connected to other organisations' systems? Do third parties have access?	
Are there any data-sharing agreements related to this product or service?	
Are there any other data-sharing agreements your company has?	

From: s 22 s 22
To: s 22 s 22
Cc: s 22 s 22 s s 22 s 22 s 22
Subject: RE: RE: PROC2622 - FOCI Evaluation Template [SEC=OFFICIAL]
Date: Wednesday, 1 October 2025 2:19:37 PM
Attachments: [image001.gif](#)
[image003.jpg](#)
[image004.png](#)

Hi s 22

The FOCI template needs to go to the vendors who submit responses/want to participate in the procurement process.

Regards,

s 22 s 22

Cyber Assurance Specialist

Digital, Data & Technology

Australian Securities and Investments Commission

Level 20, 240 Queen St, Brisbane, 4001

Tel: s 22

s 22 s 22 asic.gov.au

ASIC logo



From: s 22 s 22

Sent: Tuesday, 30 September 2025 10:39 AM

To: s 22 s 22

Cc: s 22 s 22 ; s 22 s 22 ; s 22 s 22

Subject: FW: RE: PROC2622 - FOCI Evaluation Template [SEC=OFFICIAL]

Hi s 22

The workflow approved by s 22 refers that no ASIC data will be transferred from this procurement.

The ATM has been released to the following non-profit service providers:

- Choice Australia
- Super Consumers
- Consumer Action
- Financial rights

Could you please advise whether, we need to request the above service providers to fill in the attached FOCI assessment template? Or do we need to seek legal advice?

Cheers

s 22

Kind Regards,

s 22 s 22

Category Manager, Professional Services

Procurement, Property & Contracts Team - Enterprise Services

Australian Securities and Investments Commission

100 Market Street, Sydney, 2001

Tel: s 22

s 22 s 22 asic.gov.au



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From: s 22 s 22 <s 22 s 22 [asic.gov.au](mailto:s 22@asic.gov.au)>
Sent: Tuesday, 30 September 2025 10:09 AM
To: s 22 s 22 <s 22 s 22 [asic.gov.au](mailto:s 22@asic.gov.au)>
Cc: s 22 s 22 <s 22 s 22 [asic.gov.au](mailto:s 22@asic.gov.au)>
Subject: FW: RE: PROC2622 - FOCI Evaluation Template [SEC=OFFICIAL]

Hi s 22,

Can I leave this with you to follow up ?

I'm not sure if we normally wait until there is an outcome and send this to the successful Supplier or to all vendors that have been approached ?

Thanks,

s 22

s 22

Procurement Manager

Professional Services - Procurement,
Enterprise Services

Australian Securities and Investments Commission

12 Moore Street, Canberra, ACT 2601

s 22

s 22 s 22 [asic.gov.au](mailto:s 22@asic.gov.au)

ASIC logo



ASIC acknowledges the Traditional Owners of the lands and waters on which we live and work. We pay respect to Elders past and present as the custodians of the world's oldest continuing cultures.

From: s 22 s 22 <s 22 s 22 [asic.gov.au](mailto:s 22@asic.gov.au)>
Sent: Tuesday, 30 September 2025 9:21 AM
To: s 22 s 22 <s 22 s 22 [asic.gov.au](mailto:s 22@asic.gov.au)>
Subject: FW: RE: PROC2622 - FOCI Evaluation Template [SEC=OFFICIAL]

Hi s 22

Is this something the Procurement team sends out to vendors as part of your processes?

Many thanks

s 22

s 22

Senior Specialist
Enforcement & Compliance

Australian Securities and Investments Commission

Level 20, 240 Queen Street, Brisbane, QLD, 4000

Mob: s 22

s 22 s 22 [asic.gov.au](mailto:s 22@asic.gov.au)

ASIC logo



From: s 22 s 22 <s 22 s 22 [asic.gov.au](mailto:s 22@asic.gov.au)>
Sent: Monday, 29 September 2025 4:28 PM
To: s 22 s 22 <s 22 s 22 [asic.gov.au](mailto:s 22@asic.gov.au)>; s 22 s 22

<s 22 s 22 [redacted]@asic.gov.au>; s 22 [redacted] s 22 [redacted] <s 22 s 22 [redacted]@asic.gov.au>

Cc: Cyber Procurement <cyber.procurement@asic.gov.au>

Subject: RE: PROC2622 - FOCI Evaluation Template [SEC=OFFICIAL]

Hi All,

Not sure if this document has been provided to you through the procurement workflow already.

The procurement you've requested involves ASIC data classified as OFFICIAL. Advice will need to be sought from Legal Services as to whether OFFICIAL data can also be publicly available data, however based on previous experience I believe that ASIC maintains ownership/responsibility of all data created within the agency regardless of whether it is shared publicly. As such, a Foreign Ownership, Control or Influence (FOCI) assessment will need to be conducted. This is a requirement of all Federal Government agencies under the Protective Security Policy Framework.

Can you please ask vendors to fill in the attached FOCI assessment template and when they send it back, please upload to the relevant folder for each vendor and advise Cyber Security. Depending on their responses, a more in depth assessment may be performed by us.

Regards,

s 22 [redacted] s 22 [redacted]

Cyber Assurance Specialist

Digital, Data & Technology

Australian Securities and Investments Commission

Level 20, 240 Queen St, Brisbane, 4001

Tel: s 22 [redacted]

s 22 [redacted] s 22 [redacted] [asic.gov.au](mailto:[redacted]@asic.gov.au)

ASIC logo



From: S s 22
 To: S s 22
 Subject: RE: PLEASE RESPOND: PROC2622 - Approach to Market: To establish a Contract for Consumer Support for Shield and First Guardian Collapse [SEC=OFFICIAL]
 Date: Wednesday, 1 October 2025 7:08:00 PM
 Attachments: [image001.png](#)
[image002.jpg](#)
[image003.jpg](#)
[image004.jpg](#)

Really helpful, thanks S – much appreciated.

Kind regards

S 22

S 22

Senior Specialist

Enforcement & Compliance

Australian Securities and Investments Commission

Level 20, 240 Queen Street, Brisbane, QLD, 4000

Mob: S 22

S 22 S 22 asic.gov.au

ASIC logo



From: S s 22

Sent: Wednesday, 1 October 2025 5:23 PM

To: S 22 S 22

Subject: RE: PLEASE RESPOND: PROC2622 - Approach to Market: To establish a Contract for Consumer Support for Shield and First Guardian Collapse [SEC=OFFICIAL]

Hi S 22

Answers from me in line below – hopefully they help a little?

S s 22

S 22

From: S 22 S 22 S 22 S 22 asic.gov.au

Sent: Wednesday, 1 October 2025 4:24 PM

To: S s 22 S s 22 asic.gov.au

Subject: FW: PLEASE RESPOND: PROC2622 - Approach to Market: To establish a Contract for Consumer Support for Shield and First Guardian Collapse [SEC=OFFICIAL]

Hi S

I'm looking after this procurement while S is away. I don't have a huge amount of detail on it, but going off the ATM, I've drafted the below in response to the queries.

There are a few things (highlighted in yellow) that you might know the answers to? In particular, there seems to be a discrepancy between the scope of work (12 months) and the contract term (13 Oct to 31 Dec 2025).

Thanks

S 22

1. The ATM specifically refers to Shield and First Guardian, but there are other collapses (Australian Fiduciaries) and ASIC has said that it believes that there may be as many as 30,000 people impacted. Does ASIC want this site to be designed specifically to cater to Shield and First Guardian only or would it like the content to be designed to allow it to respond to these types of high risk switching schemes more generally as well? **The content should be designed to specifically cater to those impacted by Shield and First Guardian only.**

2. The ATM requires the translation of materials into other languages. The cost of translation will depend on the number of languages and how common the language is (more common languages are cheaper to translate). Can you please advise which languages you would like us to translate the materials into? If you do not know (which I suspect is the case based on previous conversations), can you advise the number of languages you would like translations for (e.g. 3 most common) and we can try to determine what those languages are through community engagement? **[Is there an approach ASIC usually takes to this re the number of languages?]** **So the budget doesn't get blown on translation, I'd suggest we say something like, Respondents should adjust their proposal to be as effective as possible based on their experiences with other similar projects.**

3. For the online licensee lookup tool, which will use data from ASIC's official records, can you advise how ASIC will make that data available? Will ASIC grant us access to its database for the purposes of creating a general live lookup tool? Or will ASIC provide a static database (eg in excel) with data as of a specified date for the particular firms relevant to Shield and FG? The first option will take longer to build and be more expensive than the second option, but the second option will be of assistance to members impacted by other collapses, such as Australian Fiduciaries, and be an enduring tool. **Please provide a quote based on the second option (i.e. ASIC will provide a static database).** **[If we are limiting the content to Shield/FG, the static approach seems the most sensible? Alternatively we could ask them to quote on both]** **This will likely be the AFCA ready reckoner you did so I'd suggest saying, ASIC will provide static information to assist the supplier to develop the tool.**

4. The ATM covers the creation of content, but not maintaining the accuracy of that content over time. Much of the relevant information about this matter changes on a daily or weekly basis. The value of the content will depend on whether or not it is current. Would you like the response to include provision for maintaining the accuracy of that content over the one year period for which the ATM provides the website should be maintained? Or do you want the content maintained only until the end of the contract? **The Scope of Work is to design, implement and maintain the content for a period of at least 12 months. So please include costs for maintaining the accuracy of the content over the 12 month period. [There is an issue here in that the contract end date is 31**

December 2025 which does not align with the scope of work. Perhaps this is an error?] Yeah I read that to mean the delivery of the website needs to be before the end of the year but on reflection agree it's likely a mistake

5. The ATM provides a contract term ending December 31. In terms of timing, the website and content have to be created first, then tested with community groups and translated (if appropriate) and then promoted. That means promotion in December, which is a terrible time to try to promote anything (hence ASIC's media blackout). Does ASIC want all the promotion completed by the end of December? Or could it be broken up before and after the holidays for maximum impact? [As above – is this the wrong date noting the scope of works says 12 months?] Suggest: Respondents should recommend the likely workplan based on their experiences. ASIC's overriding objective is to get information to people as quickly as is feasible.

S 22 S 22

Senior Specialist

Enforcement & Compliance

Australian Securities and Investments Commission

Level 20, 240 Queen Street, Brisbane, QLD, 4000

Mob: S 22

S 22 S 22 asic.gov.au

ASIC logo



From: Tenders <tenders@asic.gov.au>

Sent: Wednesday, 1 October 2025 3:46 PM

To: S 22 S 22 <S 22 S 22 asic.gov.au>; S S 22 <S S 22 asic.gov.au>

Cc: S 22 S 22 <S 22 S 22 asic.gov.au>

Subject: PLEASE RESPOND: PROC2622 - Approach to Market: To establish a Contract for Consumer Support for Shield and First Guardian Collapse [SEC=OFFICIAL]

Hi Evaluation Team

I hope this email finds you well.

We have received a set of questions from Superconsumers regarding the current ATM. Could you please provide me with a response at your earliest convenience? Once I have your input, I will be able to communicate the answers to all the service providers invited to this ATM.

Thank you so much for your assistance!

Cheers,

S 22

Kind Regards,

S 22 S 22

Category Manager, Professional Services

Procurement, Property & Contracts Team - Enterprise Services

Australian Securities and Investments Commission

100 Market Street, Sydney, 2001

Tel: S 22

S 22 S 22 asic.gov.au



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From: S 22 S 22 <S 22 superconsumers.com.au>

Sent: Wednesday, 1 October 2025 3:17 PM

To: S 22 S 22 <S 22 S 22 asic.gov.au>

Cc: Tenders <tenders@asic.gov.au>; S 22 S 22 <S 22 superconsumers.com.au>; S 22 S

<S 22 superconsumers.com.au>

Subject: Re: PROC2622 - Approach to Market: To establish a Contract for Consumer Support for Shield and First Guardian Collapse [SEC=OFFICIAL]

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Hi S 22

We have the following questions in relation to the ATM:

1. The ATM specifically refers to Shield and First Guardian, but there are other collapses (Australian Fiduciaries) and ASIC has said that it believes that there may be as many as 30,000 people impacted. Does ASIC want this site to be designed specifically to cater to Shield and First Guardian only or would it like the content to be designed to allow it to respond to these types of high risk switching schemes more generally as well?
2. The ATM requires the translation of materials into other languages. The cost of translation will depend on the number of languages and how common the language is (more common languages are cheaper to translate). Can you please advise which languages you would like us to translate the materials into? If you do not know (which I suspect is the case based on previous conversations), can you advise the number of languages you would like translations for (e.g. 3 most common) and we can try to determine what those languages are through community engagement?
3. For the online licensee lookup tool, which will use data from ASIC's official records, can you advise how ASIC will make that data available? Will ASIC grant us access to its database for the purposes of creating a general live lookup tool? Or will ASIC provide a static database (eg in excel) with data as of a specified date for the particular firms relevant to Shield and FG? The first option will take

longer to build and be more expensive than the second option, but the second option will be of assistance to members impacted by other collapses, such as Australian Fiduciaries, and be an enduring tool.

4. The ATM covers the creation of content, but not maintaining the accuracy of that content over time. Much of the relevant information about this matter changes on a daily or weekly basis. The value of the content will depend on whether or not it is current. Would you like the response to include provision for maintaining the accuracy of that content over the one year period for which the ATM provides the website should be maintained? Or do you want the content maintained only until the end of the contract?

5. The ATM provides a contract term ending December 31. In terms of timing, the website and content have to be created first, then tested with community groups and translated (if appropriate) and then promoted. That means promotion in December, which is a terrible time to try to promote anything (hence ASIC's media blackout). Does ASIC want all the promotion completed by the end of December? Or could it be broken up before and after the holidays for maximum impact?

Much appreciated,

s 22

On Fri, 26 Sept 2025 at 09:19, **s 22 s 22** <**s 22 s 22** asic.gov.au> wrote:

Hi **s 22**

That is great news, thank you for letting me know.

Cheers

s 22

Kind Regards,

s 22 s 22

Category Manager, Professional Services

Procurement, Property & Contracts Team - Enterprise Services

Australian Securities and Investments Commission

100 Market Street, Sydney, 2001

Tel: **s 22**

s 22 s 22 asic.gov.au



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From: **s 22 s 22** <**s 22** superconsumers.com.au>

Sent: Friday, 26 September 2025 9:04 AM

To: **s 22 s 22** <**s 22 s 22** asic.gov.au>

Cc: Tenders <tenders@asic.gov.au>; **s 22 s 22** <**s 22** superconsumers.com.au>

Subject: Re: PROC2622 - Approach to Market: To establish a Contract for Consumer Support for Shield and First Guardian Collapse [SEC=OFFICIAL]

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Hi **s 22**

I confirm receipt of your email. We intend to respond to this ATM.

CHheers,

s 22

On Wed, 24 Sept 2025 at 11:01, **s 22 s 22** <**s 22 s 22** asic.gov.au> wrote:

Dear Service Providers

We are pleased to announce the release of the Approach to Market (ATM) for PROC2622, which seeks to establish a contract for Consumer Support related to the Shield and First Guardian Collapse.

Please find attached the following document for your review and response:

- ATM PROC2622 – Establishment of Contract for Consumer Support: Shield and First Guardian Collapse

The key dates for this ATM are as follows:

- ATM Release Date: 24 September 2025
- ATM Closing Date: 07 October 2025, 3:00pm (AEST)
- Proposed Contract Commencement Date: 13 October 2025

We invite you to submit your response in accordance with the evaluation criteria and all other requirements outlined in the ATM documentation.

All responses must be submitted to tenders@asic.gov.au by **3:00pm (AEST), Tuesday 7 October 2025**. Any enquiries regarding this ATM will be accepted until 5:00pm (AEST), **Wednesday 1 October 2025** and must also be directed to tenders@asic.gov.au.

Kindly acknowledge receipt of this email and confirm whether you intend to respond to the ATM.

We look forward to receiving your submission.

Kind Regards,

Procurement Team

Australian Securities and Investments Commission

tenders@asic.gov.au

Level 5, 100 Market Street, Sydney NSW 2000

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s 22 s 22 She/Her
Director of Advocacy (Policy)

Working from home on the lands of the Muwina people in Nipaluna/Hobart

s 22 superconsumers.com.au
s 22

superconsumers.com.au
57 Carrington Rd, Marrickville NSW 2204, Australia



 We at Super Consumers Australia acknowledge the traditional custodians of this land on which we work, and pay our respects to the First Nations people of this country. Super Consumers Australia supports the Uluru Statement from the Heart.

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s 22 s 22 She/Her
Director of Advocacy (Policy)

Working from home on the lands of the Muwina people in Nipaluna/Hobart

s 22 superconsumers.com.au
s 22

superconsumers.com.au
57 Carrington Rd, Marrickville NSW 2204, Australia



 We at Super Consumers Australia acknowledge the traditional custodians of this land on which we work, and pay our respects to the First Nations people of this country. Super Consumers Australia supports the Uluru Statement from the Heart.

This email (and any attachments) contains information that may be confidential, privileged or otherwise protected from disclosure. It is intended solely for the recipient(s) named above. If you received this email by mistake, please notify the sender and destroy it and any copies. Thank you.

From: § 22 § 22
To: § 22 § 22; Tenders: § 22 § 22
Cc: § 22 § 22 § 22 § 22
Subject: RE: PLEASE RESPOND: PROC2622 - Approach to Market: To establish a Contract for Consumer Support for Shield and First Guardian Collapse [SEC=OFFICIAL]
Date: Thursday, 9 October 2025 2:46:36 PM
Attachments: [image002.jpg](#)
[image005.png](#)
[image006.jpg](#)
[image007.jpg](#)

Hi § 22

That is correct! My colleague § 22 § 22 will be sending out the specific conflict of interest declaration to all Evaluation Members. Once you receive the declarations and send them back, he will be able to share the responses.

Cheers § 22

Kind Regards,

§ 22 § 22

Category Manager, Professional Services

Procurement, Property & Contracts Team - Enterprise Services

Australian Securities and Investments Commission

100 Market Street, Sydney, 2001

Tel: § 22

§ 22 § 22 [asic.gov.au](#)



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From: § 22 § 22

Sent: Thursday, 9 October 2025 10:38 AM

To: § 22 § 22; Tenders: § 22 § 22

Cc: § 22 § 22

Subject: RE: PLEASE RESPOND: PROC2622 - Approach to Market: To establish a Contract for Consumer Support for Shield and First Guardian Collapse [SEC=OFFICIAL]

Morning § 22

I believe the procurement closed yesterday – any update on when we might receive the proposals for review?

Many thanks

§ 22

§ 22

Senior Specialist

Enforcement & Compliance

Australian Securities and Investments Commission

Level 20, 240 Queen Street, Brisbane, QLD, 4000

Mob: § 22

§ 22 § 22 [asic.gov.au](#)

ASIC logo



From: § 22 § 22 <§ 22 § 22 [asic.gov.au](#)>

Sent: Thursday, 2 October 2025 8:09 AM

To: § 22 § 22 <§ 22 § 22 [asic.gov.au](#)>; Tenders <[tenders@asic.gov.au](#)>; § 22 § 22 <§ 22 § 22 [asic.gov.au](#)>

Cc: § 22 § 22 <§ 22 § 22 [asic.gov.au](#)>

Subject: RE: PLEASE RESPOND: PROC2622 - Approach to Market: To establish a Contract for Consumer Support for Shield and First Guardian Collapse [SEC=OFFICIAL]

Hi § 22

Thank you so much for your response. I will make sure to share with all the service providers involved.

Additionally, I will notify them about the amendment to align the contract end date with the 12-month term specified in the Scope of Work.

Many thanks for your assistance!

Cheers

§ 22

Kind Regards,

§ 22 § 22

Category Manager, Professional Services

Procurement, Property & Contracts Team - Enterprise Services

Australian Securities and Investments Commission

100 Market Street, Sydney, 2001

Tel: § 22

§ 22 § 22 [asic.gov.au](#)



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From: § 22 § 22 <§ 22 § 22 [asic.gov.au](#)>

Sent: Wednesday, 1 October 2025 7:14 PM

To: Tenders <[tenders@asic.gov.au](#)>; § 22 § 22 <§ 22 § 22 [asic.gov.au](#)>

Cc: § 22 § 22 § 22 § 22 asic.gov.au; § 22 § 22 § 22 asic.gov.au

Subject: RE: PLEASE RESPOND: PROC2622 - Approach to Market: To establish a Contract for Consumer Support for Shield and First Guardian Collapse [SEC=OFFICIAL]

Hi § 22

Please see responses below.

There is one issue that might need to be corrected regarding the contract term – the Scope of Works in the ATM is for 12 months but the end date of the contract is 31 December 2025. Does the contract term need to be amended so it covers the full 12 months or alternatively does there need to be additional extension options (at the moment there is only the option for one extension of 3 months).

Many thanks

§ 22

1. The ATM specifically refers to Shield and First Guardian, but there are other collapses (Australian Fiduciaries) and ASIC has said that it believes that there may be as many as 30,000 people impacted. Does ASIC want this site to be designed specifically to cater to Shield and First Guardian only or would it like the content to be designed to allow it to respond to these types of high risk switching schemes more generally as well? **The content should be designed to specifically cater to those impacted by Shield and First Guardian only.**

2. The ATM requires the translation of materials into other languages. The cost of translation will depend on the number of languages and how common the language is (more common languages are cheaper to translate). Can you please advise which languages you would like us to translate the materials into? If you do not know (which I suspect is the case based on previous conversations), can you advise the number of languages you would like translations for (e.g. 3 most common) and we can try to determine what those languages are through community engagement? **In relation to the number of languages, respondents should adjust their proposal to be as effective as possible based on their experiences with other similar projects.**

3. For the online licensee lookup tool, which will use data from ASIC's official records, can you advise how ASIC will make that data available? Will ASIC grant us access to its database for the purposes of creating a general live lookup tool? Or will ASIC provide a static database (eg in excel) with data as of a specified date for the particular firms relevant to Shield and FG? The first option will take longer to build and be more expensive than the second option, but the second option will be of assistance to members impacted by other collapses, such as Australian Fiduciaries, and be an enduring tool. **ASIC will provide static information on licensees to assist the supplier to develop the tool.**

4. The ATM covers the creation of content, but not maintaining the accuracy of that content over time. Much of the relevant information about this matter changes on a daily or weekly basis. The value of the content will depend on whether or not it is current. Would you like the response to include provision for maintaining the accuracy of that content over the one year period for which the ATM provides the website should be maintained? Or do you want the content maintained only until the end of the contract? **The Scope of Work is to design, implement and maintain the content for a period of at least 12 months. So please include costs for maintaining the accuracy of the content over the 12 month period.**

5. The ATM provides a contract term ending December 31. In terms of timing, the website and content have to be created first, then tested with community groups and translated (if appropriate) and then promoted. That means promotion in December, which is a terrible time to try to promote anything (hence ASIC's media blackout). Does ASIC want all the promotion completed by the end of December? Or could it be broken up before and after the holidays for maximum impact? **Respondents should recommend the likely workplan based on their experiences. ASIC's overriding objective is to get information to people as quickly as is feasible.**

§ 22 § 22

Senior Specialist

Enforcement & Compliance

Australian Securities and Investments Commission

Level 20, 240 Queen Street, Brisbane, QLD, 4000

Mob: § 22

§ 22 § 22 asic.gov.au

ASIC logo



From: Tenders <tenders@asic.gov.au>

Sent: Wednesday, 1 October 2025 3:46 PM

To: § 22 § 22 § 22 § 22 asic.gov.au; § 22 § 22 § 22 asic.gov.au

Cc: § 22 § 22 § 22 § 22 asic.gov.au

Subject: PLEASE RESPOND: PROC2622 - Approach to Market: To establish a Contract for Consumer Support for Shield and First Guardian Collapse [SEC=OFFICIAL]

Hi Evaluation Team

I hope this email finds you well.

We have received a set of questions from Superconsumers regarding the current ATM. Could you please provide me with a response at your earliest convenience? Once I have your input, I will be able to communicate the answers to all the service providers invited to this ATM.

Thank you so much for your assistance!

Cheers,

§ 22

Kind Regards,

§ 22 § 22

Category Manager, Professional Services

Procurement, Property & Contracts Team - Enterprise Services

Australian Securities and Investments Commission

100 Market Street, Sydney, 2001

Tel: § 22
§ 22 § 22 asic.gov.au



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From: § 22 § 22 <§ 22 superconsumers.com.au>
Sent: Wednesday, 1 October 2025 3:17 PM
To: § 22 § 22 <§ 22 § 22 asic.gov.au>
Cc: Tenders <tenders@asic.gov.au>; § 22 § 22 <§ 22 superconsumers.com.au>; § 22 § 22 <§ 22 superconsumers.com.au>
Subject: Re: PROC2622 - Approach to Market: To establish a Contract for Consumer Support for Shield and First Guardian Collapse [SEC=OFFICIAL]

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Hi § 22

We have the following questions in relation to the ATM:

1. The ATM specifically refers to Shield and First Guardian, but there are other collapses (Australian Fiduciaries) and ASIC has said that it believes that there may be as many as 30,000 people impacted. Does ASIC want this site to be designed specifically to cater to Shield and First Guardian only or would it like the content to be designed to allow it to respond to these types of high risk switching schemes more generally as well?
2. The ATM requires the translation of materials into other languages. The cost of translation will depend on the number of languages and how common the language is (more common languages are cheaper to translate). Can you please advise which languages you would like us to translate the materials into? If you do not know (which I suspect is the case based on previous conversations), can you advise the number of languages you would like translations for (e.g. 3 most common) and we can try to determine what those languages are through community engagement?
3. For the online licensee lookup tool, which will use data from ASIC's official records, can you advise how ASIC will make that data available? Will ASIC grant us access to its database for the purposes of creating a general live lookup tool? Or will ASIC provide a static database (eg in excel) with data as of a specified date for the particular firms relevant to Shield and FG? The first option will take longer to build and be more expensive than the second option, but the second option will be of assistance to members impacted by other collapses, such as Australian Fiduciaries, and be an enduring tool.
4. The ATM covers the creation of content, but not maintaining the accuracy of that content over time. Much of the relevant information about this matter changes on a daily or weekly basis. The value of the content will depend on whether or not it is current. Would you like the response to include provision for maintaining the accuracy of that content over the one year period for which the ATM provides the website should be maintained? Or do you want the content maintained only until the end of the contract?
5. The ATM provides a contract term ending December 31. In terms of timing, the website and content have to be created first, then tested with community groups and translated (if appropriate) and then promoted. That means promotion in December, which is a terrible time to try to promote anything (hence ASIC's media blackout). Does ASIC want all the promotion completed by the end of December? Or could it be broken up before and after the holidays for maximum impact?

Much appreciated,

§ 22

On Fri, 26 Sept 2025 at 09:19, § 22 § 22 <§ 22 § 22 asic.gov.au> wrote:

Hi § 22

That is great news, thank you for letting me know.

Cheers

§ 22

Kind Regards,

§ 22 § 22

Category Manager, Professional Services

Procurement, Property & Contracts Team - Enterprise Services

Australian Securities and Investments Commission

100 Market Street, Sydney, 2001

Tel: § 22
§ 22 § 22 asic.gov.au



ASIC is committed to [diversity and inclusion](#). ASIC is a place of belonging regardless of difference, where all individuals are accepted, safe and affirmed.

From: § 22 § 22 <§ 22 superconsumers.com.au>
Sent: Friday, 26 September 2025 9:04 AM
To: § 22 § 22 <§ 22 § 22 asic.gov.au>
Cc: Tenders <tenders@asic.gov.au>; § 22 § 22 <§ 22 superconsumers.com.au>
Subject: Re: PROC2622 - Approach to Market: To establish a Contract for Consumer Support for Shield and First Guardian Collapse

[SEC=OFFICIAL]

EXTERNAL EMAIL: Do not click any links or open any attachments unless you trust the sender and know the content is safe.

Hi **S 22**

I confirm receipt of your email. We intend to respond to this ATM.

CHeers,

S 22

On Wed, 24 Sept 2025 at 11:01, **S 22** **S 22** <**S 22** **S 22** asic.gov.au> wrote:

Dear Service Providers

We are pleased to announce the release of the Approach to Market (ATM) for PROC2622, which seeks to establish a contract for Consumer Support related to the Shield and First Guardian Collapse.

Please find attached the following document for your review and response:

- ATM PROC2622 – Establishment of Contract for Consumer Support: Shield and First Guardian Collapse

The key dates for this ATM are as follows:

- ATM Release Date: 24 September 2025
- ATM Closing Date: 07 October 2025, 3:00pm (AEST)
- Proposed Contract Commencement Date: 13 October 2025

We invite you to submit your response in accordance with the evaluation criteria and all other requirements outlined in the ATM documentation.

All responses must be submitted to tenders@asic.gov.au by **3:00pm (AEST), Tuesday 7 October 2025**. Any enquiries regarding this ATM will be accepted until 5:00pm (AEST), **Wednesday 1 October 2025** and must also be directed to tenders@asic.gov.au.

Kindly acknowledge receipt of this email and confirm whether you intend to respond to the ATM.

We look forward to receiving your submission.

Kind Regards,

Procurement Team

Australian Securities and Investments Commission

tenders@asic.gov.au

Level 5, 100 Market Street, Sydney NSW 2000

ASIC logo



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Image removed by sender. -



S 22 **S 22** She/Her
Director of Advocacy (Policy)

Working from home on the lands of the Muwinina people in Nipaluna/Hobart

S 22 superconsumers.com.au
S 22

superconsumers.com.au
57 Carrington Rd, Marrickville NSW 2204, Australia



We at Super Consumers Australia acknowledge the traditional custodians of this land on which we work, and pay our respects to the First Nations people of this country. Super Consumers Australia supports the Uluru Statement from the Heart.

This email (and any attachments) contains information that may be confidential, privileged or otherwise protected from disclosure. It is intended solely for the recipient(s) named above. If you received this email by mistake, please notify the sender and destroy it and any copies. Thank you.

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--

Image removed by sender. -



s 22 s 22 She/Her
Director of Advocacy (Policy)

Working from home on the lands of the Muwinina people in Nipaluna/Hobart

s 22 superconsumers.com.au
s 22

superconsumers.com.au

57 Carrington Rd, Marrickville NSW 2204, Australia



We at Super Consumers Australia acknowledge the traditional custodians of this land on which we work, and pay our respects to the First Nations people of this country. Super Consumers Australia supports the Uluru Statement from the Heart.

This email (and any attachments) contains information that may be confidential, privileged or otherwise protected from disclosure. It is intended solely for the recipient(s) named above. If you received this email by mistake, please notify the sender and destroy it and any copies. Thank you.

From: s 22 s 22
To: s 22 s 22 s 22 s 22 s 22
Cc: s 22
Subject: RE: Specific Conflict of Interest , PROC2622 [SEC=OFFICIAL:Sensitive]
Date: Thursday, 9 October 2025 7:18:21 PM
Attachments: [image001.gif](#)
[image002.jpg](#)
[image003.png](#)
[image005.jpg](#)

Hi s 22

I can confirm that the ATM was issued to the following service providers:

- s 22 s 22 s 22 choice.com.au
- s 22 s 22 s 22 superconsumers.com.au
- s 22 s 22 s 22 consumeraction.org.au
- s 22 s 22 s 22 s 22 financialrights.org.au

Out of these, only SuperConsumers acknowledged receipt of the ATM and confirmed that they would be responding. At the RFQ close, we indeed received just one response, which was from SuperConsumers.

Cheers s 22
Kind Regards,

s 22 s 22

Category Manager, Professional Services

Procurement, Property & Contracts Team - Enterprise Services

Australian Securities and Investments Commission

100 Market Street, Sydney, 2001

Tel: s 22

s 22 s 22 asic.gov.au



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From: s 22 s 22

Sent: Thursday, 9 October 2025 3:51 PM

To: s 22 s 22 ; s 22 s 22

Cc: s 22 s 22 ; s 22 s 22

Subject: RE: Specific Conflict of Interest , PROC2622 [SEC=OFFICIAL:Sensitive]

Thanks, s 22 – my declaration is attached and confirm I have no conflicts. s 22 will send his through tomorrow when he is back from leave.

Confirming we only received one submission from Super Consumers?

Many thanks

s 22

s 22

Senior Specialist

Enforcement & Compliance

Australian Securities and Investments Commission

Level 20, 240 Queen Street, Brisbane, QLD, 4000

Mob: s 22

s 22 s 22 asic.gov.au

ASIC logo

From: s 22 s 22 <s 22 s 22 asic.gov.au>

Sent: Thursday, 9 October 2025 3:08 PM

To: s 22 s 22 <s 22 s 22 asic.gov.au>; s 22 s 22
<s 22 s 22 asic.gov.au>

Cc: s 22 s 22 <s 22 s 22 asic.gov.au>; s 22 s 22
<s 22 s 22 asic.gov.au>

Subject: Specific Conflict of Interest , PROC2622 [SEC=OFFICIAL:Sensitive]

Importance: High

Good afternoon, Evaluation Committee Members,

Please find attached the Specific Conflict of Interest form for your consideration and response.

Once the forms are received any conflicts will be evaluated and followed up with individuals.

Where there are no conflicts, the responses will be shared upon receipt of the completed form.

Please do not hesitate to let me know if you have any questions.

Kind regards,

s 22

s 22

Procurement Manager

Professional Services - Procurement,

Enterprise Services

Australian Securities and Investments Commission

12 Moore Street, Canberra, ACT 2601

s 22

s 22 s 22 asic.gov.au

ASIC logo



Image of Doojoort Moort, artwork by Peter Farmer



ASIC acknowledges the Traditional Owners of the lands and waters on which we live and work. We pay respect to Elders past and present as the custodians of the world's oldest continuing cultures.

From: s 22 s 22
To: s 22 s 22 s 22 s 22
Cc: s s 22 s 22 s 22
Subject: RE: Specific Conflict of Interest , PROC2622 [SEC=OFFICIAL:Sensitive]
Date: Thursday, 9 October 2025 3:51:11 PM
Attachments: [EM declaration – Specific Procurement Conflict of Interest Statement PROC2622 Consumer Support for Shield and First Guardian Collapse.docx](#)
[image004.gif](#)
[image005.png](#)
[image006.jpg](#)

Thanks, s 22 – my declaration is attached and confirm I have no conflicts. s 22 will send his through tomorrow when he is back from leave.

Confirming we only received one submission from Super Consumers?

Many thanks

s 22

s 22

Senior Specialist

Enforcement & Compliance

Australian Securities and Investments Commission

Level 20, 240 Queen Street, Brisbane, QLD, 4000

Mob: s 22

s 22 s 22

asic.gov.au

ASIC logo



From: s 22 s 22

Sent: Thursday, 9 October 2025 3:08 PM

To: s 22 s 22 ; s 22 s 22

Cc: s 22 s 22 ; s 22 s 22

Subject: Specific Conflict of Interest , PROC2622 [SEC=OFFICIAL:Sensitive]

Importance: High

Good afternoon, Evaluation Committee Members,

Please find attached the Specific Conflict of Interest form for your consideration and response.

Once the forms are received any conflicts will be evaluated and followed up with individuals.

Where there are no conflicts, the responses will be shared upon receipt of the completed form.

Please do not hesitate to let me know if you have any questions.

Kind regards,

s 22

s 22

Procurement Manager

Professional Services - Procurement,

Enterprise Services

Australian Securities and Investments Commission

12 Moore Street, Canberra, ACT 2601

s 22

s 22 s 22

asic.gov.au

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PROC2622 Request for Quotation
Consumer Support for Shield and First Guardian Collapse

Specific Procurement Conflict of Interest Statement

The procurement process for RFQ ASIC PROC2622 - Consumer Support for Shield and First Guardian Collapse was released on 24 September 2025. The Tender has closed, and the evaluation process is due to commence. We now need to seek a specific statement from you confirming that you do not have a conflict of interest with any of the Tenderers.

Below is the list of companies and the contact persons who have made submissions in response to the Tender. Please confirm whether:

- you or any member of your family, close friends or associates have or recently had a known relationship of any kind, either of a business, financial, or private nature, with any of these suppliers or contact persons; or
- there are any reasons why you should not be involved in the selection process involving any of these suppliers or contact persons.

Please reply and attach this form via return email or to tenders@asic.gov.au confirming whether a possible conflict exists (or not).

If you do have a possible conflict, provide a summary in the email, and we will contact you to discuss the management strategy.

Declaration:

- I declare that: I do not have a conflict of interest

s 22 s 22

.....

Name/Signature of person making the declaration.

Signature (not required if completed electronically and sent via email)

Submission List: RFQ PROC2053

Company	Email	Respondent	Respondent Position
Super Consumers Australia	s 22 superconsumers.com.au	s 22 s 22	Director of Advocacy (Policy)

From: s 22 s 22
To: s 22 s 22 s 22 s 22
Cc: s s 22 s 22 s 22
Subject: Specific Conflict of Interest , PROC2622 [SEC=OFFICIAL:Sensitive]
Date: Thursday, 9 October 2025 3:08:30 PM
Attachments: [image001.gif](#)
[image002.png](#)
[image003.jpg](#)
[Specific Procurement Conflict of Interest Statement PROC2622, Consumer Support for Shield and First Guardian Collapse.docx](#)
Importance: High

Good afternoon, Evaluation Committee Members,
Please find attached the Specific Conflict of Interest form for your consideration and response.
Once the forms are received any conflicts will be evaluated and followed up with individuals.
Where there are no conflicts, the responses will be shared upon receipt of the completed form.
Please do not hesitate to let me know if you have any questions.
Kind regards,

s 22
s 22

Procurement Manager

Professional Services - Procurement,
Enterprise Services

Australian Securities and Investments Commission

12 Moore Street, Canberra, ACT 2601

s 22

s 22 s 22 asic.gov.au

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PROC2622 Request for Quotation
Consumer Support for Shield and First Guardian Collapse

Specific Procurement Conflict of Interest Statement

The procurement process for RFQ ASIC PROC2622 - Consumer Support for Shield and First Guardian Collapse was released on 24 September 2025. The Tender has closed, and the evaluation process is due to commence. We now need to seek a specific statement from you confirming that you do not have a conflict of interest with any of the Tenderers.

Below is the list of companies and the contact persons who have made submissions in response to the Tender. Please confirm whether:

- you or any member of your family, close friends or associates have or recently had a known relationship of any kind, either of a business, financial, or private nature, with any of these suppliers or contact persons; or
- there are any reasons why you should not be involved in the selection process involving any of these suppliers or contact persons.

Please reply and attach this form via return email or to tenders@asic.gov.au confirming whether a possible conflict exists (or not).

If you do have a possible conflict, provide a summary in the email, and we will contact you to discuss the management strategy.

Declaration:

- I declare that: I do not have a conflict of interest

.....

Name/Signature of person making the declaration.

Signature (not required if completed electronically and sent via email)

Submission List: RFQ PROC2053

Company	Email	Respondent	Respondent Position
Super Consumers Australia	s 22 superconsumers.com.au	s 22 s 22	Director of Advocacy (Policy)

From: s 22 s 22
To: s s 22 s 22 s 22
Cc: [Tenders](#); s 22 s 22
Subject: Response to procurement FW: Specific Conflict of Interest , PROC2622 [SEC=OFFICIAL:Sensitive]
Date: Thursday, 9 October 2025 7:25:23 PM
Attachments: [image004.gif](#)
[image005.png](#)
[image006.jpg](#)
[Super Consumers Australia - CCS - Approach to Market PROC2622 - SOR Consumer Education to support Shield and First Guardian.docx.pdf](#)
[FOCI - Questions for Buyers to ask Sellers - Super Consumers Australia.pdf](#)
[Probity Briefing, PROC2622-Consumer Support for Shield and First Guardian Collapse.pptx](#)

Hi s 22 and s 22

Thank you for Specific Conflict of Interest forms and I can confirm no conflicts have been declared.

Please find attached the single response for PROC2622, for your evaluation, noting the evaluation is subject to the probity provisions covered in the attached briefing document. The response can not be shared with anyone external to the evaluation team, without consultation and approval from a Probity Advisor (from the Procurement Team).

Kind regards,

s 22

From: s 22 s 22 <s 22 s 22 asic.gov.au>
Sent: Thursday, 9 October 2025 3:08 PM
To: s 22 s 22 <s 22 s 22 asic.gov.au>; s 22 s 22
<s 22 s 22 asic.gov.au>
Cc: s 22 s 22 <s 22 s 22 asic.gov.au>; s 22 s 22
<s 22 s 22 asic.gov.au>
Subject: Specific Conflict of Interest , PROC2622 [SEC=OFFICIAL:Sensitive]

Importance: High

Good afternoon, Evaluation Committee Members,

Please find attached the Specific Conflict of Interest form for your consideration and response. Once the forms are received any conflicts will be evaluated and followed up with individuals. Where there are no conflicts, the responses will be shared upon receipt of the completed form. Please do not hesitate to let me know if you have any questions.

Kind regards,

s 22

s 22

Procurement Manager

Professional Services - Procurement,
Enterprise Services

Australian Securities and Investments Commission

12 Moore Street, Canberra, ACT 2601

s 22

s 22 s 22 asic.gov.au

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We pay respect to Elders past and present as the custodians of the world's oldest continuing cultures.

Response to Approach to Market
to establish
Contract for Consumer Support for Shield and First Guardian
Collapse

ATM Reference ID: PROC2622

This Response will be prepared and lodged in accordance with the Minimum Content and Format requirements as set out in A.A.1 [Key Information and Dates].	x Yes ☐ No: Do not proceed as your Response will not be eligible for further consideration
This Response will demonstrate our ability to meet the Conditions for Participation as set out in A.A.1 [Key Information and Dates].	x Yes ☐ No: Do not proceed as your organisation will not have the ability to fulfil the requirements of the procurement.

Potential Supplier's Contact Officer

For all matters relating to this Response, the Potential Supplier's Contact Officer is:

Potential Supplier Name:	Super Consumers Australia
Contact Name:	s 22 s 22
Position:	Director of Advocacy (Policy)
Telephone:	s 22
Email Address:	s 22 superconsumers.com.au
Postal Address:	57 Carrington Rd, Marrickville NSW 2204, Australia

Part 1 – Potential Supplier's Details

1.1 Potential Supplier's Details

Organisation's Full Legal Name:	Superannuation Consumers' Centre Ltd
Legal Entity Type:	☐ Individual/Sole Trader ☐ Partnership ☒ Company ☐ Sole Director Company ☐ Trust (see note below) ☐ Educational Institution (see note below) ☐ Other (please state):
NOTE FOR TRUSTS: If the Potential Supplier is trading as a trust , please provide details of the relevant trust (and trustee) including a copy of the relevant trust deed (including any variations to that deed) as an attachment to this Response.	
NOTE FOR EDUCATIONAL INSTITUTIONS: If your Response is successful, prior to entering a Contract you will be required to provide details of any enabling legislation as well as details of any delegations or other authorisations that are relevant to the execution of a contract.	
Australian Business Number (ABN):	34163636566
Australian Company Number (ACN):	163636566
Australian Registered Body Number (ARBN):	n/a
Registered Address:	57 Carrington Rd, Marrickville NSW 2204, Australia

1.2 Previous Judicial Decisions

Has your organisation, or where relevant any of its directors, ever had a judicial decision against them (not including decisions under appeal) relating to employee entitlements or engaged in practices that have been found to be dishonest, unethical or unsafe?	☐ Yes, see below. ☒ No
If yes , what was the date of discharge? <i>The Supplier acknowledges that the giving of false or misleading information to the Commonwealth is a serious offence under section 137.1 of the schedule to the Criminal Code Act 1995 (Cth).</i>	(DD/MM/YYYY) <i>Note: The Customer cannot enter a contract with a supplier who has an undischarged judicial decision relating to employee entitlements.</i>

1.3 Workplace Gender Equality

Is your organisation classified as a 'relevant employer' under the Workplace Gender Equality Act 2012 (the WGE Act)? See https://www.wgea.gov.au/about	☐ Yes, I am a relevant employer ☒ No, I am not a relevant employer
--	--

If yes, you are required to provide a current letter of compliance with the WGE Act prior to entering into a contract. Have you provided a letter of compliance with this Response?	☐ Yes ☐ No, I will provide a current letter of compliance prior to contract
NOTE: If the Potential Supplier is successful in this ATM process and where the Supplier is a relevant employer under the WGE Act, the Supplier must provide evidence that it complies with its obligations under the WGE Act before commencement of any Contract and, if the term is more than 18 months, within 18 months of commencement and annually thereafter for the duration of the Contract. If the Supplier becomes non-compliant with the WGE Act during the course of the Contract, the Supplier must notify the Customer's Contact Manager in writing within 10 Business Days. Compliance with the WGE Act does not relieve the Supplier from its responsibilities to comply with its obligations under the Contract.	

1.4 Indigenous Businesses

Is your organisation: • 50% or more Indigenous owned? • a joint venture that is 50% or more indigenous owned which can demonstrate equal indigenous representation and involvement in the management of the joint venture?	☐ Yes – see question below. ☒ No – proceed to section 1.5.
Is your organisation registered on Supply Nation?	☐ Yes ☐ No – see note below ☒ Not Applicable
NOTE: Please provide a certificate or letter from a recognised Indigenous organisation such as Land Council, Indigenous Chamber of Commerce or Office of the Registrar of Indigenous Corporations verifying Indigenous ownership.	

1.5 Potential Supplier's Contract Manager

For matters relating to the proposed Contract, the Potential Supplier's Contract Manager will be:

Name:	s 22 s 22
Position Title:	Director of Advocacy (Policy)
Telephone:	n/a
Mobile:	s 22
Email Address:	s 22 superconsumers.com.au
Postal Address:	57 Carrington Rd, Marrickville NSW 2204, Australia

1.6 Potential Supplier's Address for Notices (if different from the Contract Manager)

Name:	as above
Position Title:	
Email Address:	
Postal Address:	

Part 2 – Executive Summary

2.1 Executive Summary of Potential Supplier's Proposal

Website

We will create a 'one stop shop' website that provides accurate information, practical advice and tools for consumers impacted by the Shield and First Guardian collapses through their regulated superannuation fund (either registrable superannuation entity or self-managed superannuation fund (SMSF)) ("impacted consumers"). The website will be user-friendly, mobile-responsive, secure and accessible.

Content will include information to support consumer understanding, resilience, and protection from further harm as well as self-help tools to support consumers to assert certain legal rights for redress in relation to investment losses.

Content will be supported by appropriate graphical and audio/visual content based on stakeholder needs analysis and feedback.

Stakeholder engagement and outreach

A stakeholder engagement and outreach campaign will be undertaken to identify the needs of impacted consumers and seek feedback on prepared content, which will initially be drafted in plain English. Stakeholders will include investor groups, legal clinics, law firms, financial counsellors, consumer advocates, community groups and regulatory bodies (e.g. ASIC and AFCA). Following outreach, we will identify the three languages other than English that are most likely to assist impacted consumers of culturally and linguistically diverse (CALD) backgrounds. Key content will be translated into those languages where appropriate. We will also consider other needs or preferences impacted CALD consumers may have for content (e.g. video). This information will be used to inform our promotion plan.

Promotion campaign

The website and key messages for consumers will be promoted through a three month campaign, starting mid December and running until mid March 2026, with initial messaging focussed on raising the profile of the issues and the web content and the latter phase focussed on highlighting key AFCA complaint deadlines in Autumn 2026. Promotion will include social media advertising as well as proactive and reactive media engagement and targeted promotion within affected community groups, in partnership with local organisations (where required).

Maintenance and reporting

The website will be maintained during the length of the contract (12 months). We will update the website content weekly throughout the contract to ensure accuracy and relevance of content as circumstances change over time. As appropriate, we will also promote updated content using social and mainstream media.

Ongoing stakeholder feedback will be solicited and fed into updates to ensure the content is presented in a manner that is practical for impacted consumers.

Ongoing monitoring of website and self-help tools will be undertaken to measure efficacy and drive improvements where required.

We will provide ASIC with a stakeholder engagement and consultation report which summarises the work undertaken as well as results achieved at the end of the contract.

2.2 Conditions for Participation

No Conditions for Participation specified.

Part 3 – Ability to Meet the Requirement

3.1 Detailed Proposal to Meet the Customer's Requirement

We propose to undertake the work set out in section A.A.2 of this ATM in five phases. Some of these phases will overlap in timing, but have been separated out thematically for ease of planning.

Phase 1: Website (October - November 2025)

In the first phase of work, which will begin on 13 October 2025 or the date a contract is signed, whichever is later, we will build a simple, easy to navigate, mobile-responsive, secure and accessible website complying with the WCAG 2.1 accessibility standards. Work on the website will be completed by Essential Media (our existing website provider) and will happen at the same time as content generation, which will be undertaken by Super Consumers.

Because of the time sensitivity, the priority will be to get the website online and educational content up on the website first. The focus for this content will be to ensure that it is in plain English and that it can easily be translated using web-based translation services e.g. Google Translate. Educational content in this phase will include guidance about:

- how to identify the entities responsible for any products and services the impacted consumer received (adviser, super trustee, managed investment scheme)
- how to make a complaint to the entity directly and if unsuccessful to AFCA
- how to prepare and write the complaint, which issues to raise, what resolution to request and what information to include
- other options impacted consumers may have, like participating in a class action
- how liquidations work and how to participate in the liquidations for Shield or First Guardian (for impacted consumers with SMSFs)
- how to protect yourself from further attempts to mislead or take advantage of investors (eg scam complaint management firms)
- other content we believe would be of benefit to impacted consumers, based on our experience or community engagement.

Engagement and consultation will take place with stakeholders during this period. Stakeholders include but are not limited to ASIC, AFCA, investor groups, consumer advocates, legal clinics, law firms and financial counselling organisations who are assisting impacted consumers.

We will also reach out to community groups leveraging established relationships to identify other cohorts of impacted consumers, particularly impacted CALD consumers. The primary goal will be to identify other impacted consumers who are not well served by English language content. A more concrete understanding of the demographics and information / support needs of impacted consumers will assist with developing an effective communications plan and promotion strategy.

In conjunction with ASIC and Essential Media, we will develop a financial adviser -> licensee lookup tool to be integrated into the website based on a static data set provided by ASIC which includes information about advisers involved with Shield or First Guardian during relevant periods. Delivery of this tool will be dependent on ASIC providing a clean set of data which includes the relevant licensees and authorised representatives.

We will soft-launch the website at the end of this phase using community partners to target specific groups. We will continue to collect feedback during the phase and amend content in response as appropriate.

Phase 2: Consultation and expanded tools (November - December 2025)

During this phase we will deliver the following self-help tools:

- a complaint path tool to assist consumers to identify who they can complain about and to whom, depending on their circumstances
- checklists for preparing complaints or lodging proofs of claim in liquidation proceedings
- template complaint letters.

In this phase, we will also:

- develop a communications plan designed to target impacted consumers, including CALD consumers
- develop and advertising strategy designed to best leverage paid advertising to target impacted consumers with key messages
- develop audio/video and graphical content to support the educational content and advertising campaign based on stakeholder feedback, translated where appropriate
- translate key content into the three languages most likely to be spoken by impacted CALD consumers.

A key component of the communications plan will involve partnering with relevant community organisations to ensure that we fully understand the needs of impacted consumers, identify gaps / areas for improvement, and design communications that meet those needs. There is a risk that CALD consumers who have received poor advice from financial advisers or had other poor dealings with members of their own communities may feel uncomfortable complaining about them and may be reluctant to lodge complaints. As such, issues relating to the collapses will need to be raised in a culturally appropriate manner with the guidance and support of community leaders.

Phase 3: Promotion (December 2025 - March 2026)

In this phase, we will hard-launch the website in accordance with the advertising strategy developed with Essential Media. The campaign will start mid December 2025 and run through until mid March 2026. Initial advertising will raise awareness for the website and its content as well as continue to raise awareness about the issues and key actions impacted consumers need to take. While the period immediately before Christmas until after Australia Day tends to be a poor time to promote content because people may be on vacation and travelling, it is also a period when people have more free time to focus on things other than work and may be more likely to engage with media. Because of the dearth of media content available during the period, it is also easier to get media attention.

Towards mid-March 2026, we will focus on warning impacted consumers about the deadline to make AFCA complaints about advisers whose AFCA memberships are expiring in the period of April - August 2026.

While it will be tailored to the needs of impacted consumers as identified in through consultation and outreach, the advertising campaign will likely include:

- paid social media promotion on LinkedIn and Facebook
- the creation of engaging social media content (e.g. graphics, videos)
- engagement with the Shield Master Fund subreddit
- pitching stories to consumer focussed media (e.g. ABC, Daily Mail, news.com.au or The Guardian) and well as non-English media (e.g. SBS).

We will also promote the website through reactive media as opportunities arise.

Phase 4: Maintenance and updates (March 2026 - October 2026)

We anticipate based on our experience with the Shield and First Guardian matters that relevant information for impacted consumers will change frequently and it will be important to inform consumers of these changes. For example, AFCA recently extended the AFCA memberships of two advice licensees in order to allow consumers additional time to make a complaint. This change is highly relevant information for impacted consumers and it is important that it be communicated to them efficiently. In order to ensure the content on the website remains current, we will undertake at least weekly updates of the content on the website where appropriate to maintain its accuracy and relevance. Updated and new content will be clearly marked so that users know it has been updated.

In order to ensure that consumers are aware of updates, we will also create a mailing list that users can subscribe to if they wish to receive website updates. Users will be able to subscribe to the list with an online form. The list will collect a minimum of personal information (i.e. email address will be the only required

field) and consumers will be able to unsubscribe from this list. Email addresses will be kept in accordance with the Australian Privacy Principles, including in relation to the security of that information.

Where updates are particularly important in our view, we will use social media and other media opportunities to promote awareness of them.

Phase 5: Monitoring and reporting (October 2026)

We will provide ASIC with a stakeholder engagement and consultation report which contains a summary of:

- the communications plan, including outreach to CALD communities
- stakeholder engagement, consultation and outreach activities undertaken
- findings from our outreach and stakeholder engagement activities
- information about the demographics of impacted consumers, to the extent we are able to identify them through outreach
- the impact that stakeholder engagement, consultation and outreach activities have had on the other deliverables.

We will track the impact of our work through website usage statistics (including in relation to the tools), social media engagement and media statistics (e.g. mentions and share of voice) as well as advertising metrics. We will provide ASIC with a summary of these statistics on request.

Additional considerations

Duration - the website will be maintained for a minimum of 12 months.

Scope - the website content will focus on Shield and First Guardian as set out in the ATM; however, the pricing information in section 5.1 sets out the costs for extending the content to other similar investment collapses impacting superannuation members (e.g. Australian Fiduciaries). We reserve the right to include other content on the website that we feel, based on our experience or community engagement, would be beneficial to impacted consumers at our own cost.

Translation - this Response provides for the translation of key website content into three languages from plain English. At this time, we do not know whether there are communities who speak languages other than English who would benefit from content in other languages and if so, what languages. We have undertaken some stakeholder engagement to date to better understand the demographics of impacted consumers, including consultation with AFCA and ASIC's enforcement team. To date, none of the groups we have engaged with have identified cohorts of impacted consumers who do not speak English as a first language. After further outreach is undertaken, we will be in a better position to consider what languages will be most useful to translate into. In the absence of better information, our Response assumes that content will be translated into the three most common languages spoken in Australia other than English, which are (according to ABS data): Chinese (Mandarin/simplified), Arabic, and Chinese (Cantonese/traditional). Should ASIC wish content to be translated in more than three languages, this can be done for an additional cost which is set out in section 5.1 below.

It is also important to note that culturally and linguistically diverse (CALD) peoples may have needs beyond simply translation. For example, some audiences may have a preference for information to be conveyed in a specific format (e.g. using images). These needs will be taken into account as part of our communications plan and advertising strategy.

Legal review - we will obtain legal review of checklists, complaint templates and other content as required to ensure accuracy of information and guidance.

a) Commonwealth Supplier Code of Conduct

Has the Potential Supplier ever been investigated for a potential breach, or has been found to have actually breached, the Commonwealth Supplier Code of Conduct in connection with a Commonwealth contract?	☐ Yes, see below. ☒ No
--	--

If yes, provide further details:	
----------------------------------	--

Not applicable.

b) Standards

Essential Media has partnered with numerous organisations and campaigns in the disability advocacy and support sector, and as such have vast experience in adhering to disability standards. They build all of their campaign websites in compliance with WCAG 2.1 AA standards, so that they are accessible to a wide range of users, including those with visual, auditory, physical, speech, cognitive, and neurological disabilities.

Some examples include:

- <https://disabilitydialogue.com.au/>
- <https://cpactive.org.au/>

To ensure the security of the website, we will use:

- An individual AWS Lightsail instance for each Wordpress website
- ManageWP to ensure updates and backups are regular
- Sucuri for protection and monitoring of threats
- Essential maintains [Far Edge](#) on call for cyber security and backend management support.

We will comply with relevant standards relating to electronic communications as we currently do with our email distribution list. We will also comply with the Australian Privacy Principles in relation to the creation of a distribution list for the contracted website. In particular, the list form will be designed to collect only an email address at minimum to subscribe. The form will ask for optional information designed to assist us to support impacted consumers (e.g. postcode, languages spoken). To the extent that we receive other personal information (e.g. if someone chooses to share their story with us), we will continue to follow our current practices in relation to that information including:

- obtaining consent to the collection and use of that information
- explaining how we will use information we collect, if at all
- only collecting information we need to collect for the stated use
- limiting access to personal information to those who need to access it
- ensuring that personal information that is retained is retained securely in our systems and that those systems (which are maintained by CHOICE) comply with appropriate security measures.

Part 4 – Potential Supplier’s Demonstrated Capability and Capacity

4.1 Statement of Skills and Experience

Super Consumers Australia

Super Consumers Australia is the advocate for people on low and middle incomes in Australia’s superannuation system. We were founded to fight for an accountable and fair super system that delivers great service and great financial outcomes in retirement. Based on deep research, we influence policymakers, hold super funds accountable, and help consumers maximise and manage their super. Formed in 2013, we are an independent, not-for-profit organisation and a leading voice for consumers of superannuation products and services. Our primary funding comes through a small APRA levy on super funds.

We are consumer advocates with a reputation for fearless advocacy on behalf of consumers. We have a proven track record and public profile advocating on behalf of consumers impacted by the Shield and First Guardian matters. We cut through the spin and give people guidance they can understand and action.

Subject matter expertise

Our staff have significant experience in subjects relevant to this ATM. Two of our team have previously worked for ASIC and have strong working knowledge of the Corporations Act, including rules relating to AFCA complaints. Two of our staff have senior leadership experience working for superannuation regulators (APRA and ASIC) and have developed strong strategic, subject matter, and stakeholder engagement expertise in addition to a solid understanding of the Superannuation Industry (Supervision) Act and APRA prudential standards. One of our team members has practiced bankruptcy and insolvency law in a pensions context. One of our team members has significant experience working with CALD communities including new migrants to Australia. Two of our team have significant experience working for other consumer advocacy groups and maintain strong relationships with financial counsellors and legal clinics as a result. Our ability to generate content relevant to Shield and First Guardian is demonstrated by the content on our website, including but not limited to our content on Shield and First Guardian:

[What you need to know about Shield and First Guardian Master Funds](#)

Stakeholder engagement

We are the only independent organisation that is dedicated to advancing the interests of super consumers. We have a strong track record of identifying consumer harms and engaging successfully with Government and other stakeholders to address these issues. As a result of our advocacy work, we have strong relationships with other consumer advocates, legal clinics, financial counsellors and government and regulatory bodies, including ASIC. These relationships ensure that we are able to effectively communicate with key stakeholders in the super ecosystem and provide us with access to information about key issues. For example, our relationships with other consumer groups have given us important information about the consumers impacted by Shield and First Guardian as well as commitments to assist us in promoting content through media and directly to their consumer stakeholders.

Consumer engagement

While we do not provide casework services to individual consumers, we do regularly engage with consumers who are looking for information or wish to share their experiences with us. Our investigative journalism about First Guardian was in response to consumers who came to us:

[How dodgy super advice destroyed Peter’s life savings](#)

[Rotten nest eggs: How super funds failed thousands of Australians](#)

We have also been approached and have been engaging with a Shield/First Guardian investor group in relation to the need to provide more information to impacted consumers.

Media engagement

We have a demonstrated ability to work with media to raise awareness about key issues. For example, we were heavily covered in the media in the last year in relation to: the credential stuffing attacks, the Hesta limited service period, matters relating to Shield and First Guardian and death benefits, including in relation to our research about death benefit nominations and our report about First Nations peoples' access to super. In this regard, we have a demonstrated ability to get coverage proactively as well as reactively (people reach out to us as the consumer voice about super). Compared to peer superannuation advocacy bodies, we have held over 50% the share of voice about superannuation in Australian media in the last year and over 80% in the last six months.

Independence

We are independent from the super industry. Our board members do not represent any superannuation fund or insurance company, employer-sponsor or union. Our Government funding is determined by the Government, not any particular fund, though it is industry funded in the same way ASIC and APRA are funded. Our independence is important to building and maintaining consumer trust. This is particularly important with respect to Shield and First Guardian as impacted consumers are upset and distrustful of the various entities they see as being responsible for the loss of their super (based on what they have told us). In our view, if this work were undertaken by someone who was not independent, consumers might not follow the advice because they might believe it was biased in favour of someone who was avoiding responsibility.

Essential Media

Essential Media is Super Consumers' existing website provider. It harnesses over 25 years of research insights and strategy counsel to deliver winning campaigns that strengthen their clients and their communities. Founded in 1997, Essential has more than two decades of experience working with not-for-profit organisations across diverse sectors.

Essential has unparalleled experience at helping Australian non-profits determine competing priorities, map out effective strategy, and build internal communications expertise and capacity. They are able to provide a range of communications services to fill in gaps that Super Consumers has in its skillset, while working with the expertise we do have. This avoids duplication.

Essential takes an outcomes-focussed approach and is able to provide impact measurement, which will allow us to assess the success of our work.

Essential has vast experience in developing and executing communication and advertising strategies and have developed and executed countless communication and advertising strategies for a broad range of clients across sectors such as education, union, disability, environment, not-for-profit.

Essential has a strong expertise in buying and managing social media advertising. For example:

- Managing cross platform social media advertising for the Thrive by Five campaign to build awareness, convert target audiences into supporters and drive traffic to their website. This includes advertising concept development, production project management, ad publishing, monitoring and reporting.
- Managing a Meta ad buy for the Australian Education Union during the 2022 Federal Election, to persuade target audiences to reconsider their vote for a party with policies that would deliver their advocacy goals. This included advertising concept development, copy writing, graphic design, ad publishing, monitoring and management and reporting.

- Managing a YouTube ad buy for the Reading Writing Hotline to drive traffic to their website and increase awareness of their service offering.

4.2 Specified Personnel

Name	Position/Role	Current Security Clearance Level [#]	Percentage of Total Project Time
Not applicable.			
Total personnel time			100%

[#] if requested at A.A.2(b)

4.3 Subcontractors

Full Legal Name:	Essential Media Communications PTY LTD
Postal Address:	Level 1, 341 George St Sydney NSW 2000
ABN/ACN/ARBN:	ABN 48 074 671 462
Is this subcontractor registered on Supply Nation or 50% or more Indigenous owned?	No

a) Scope of Works to be Subcontracted

Website development - Super Consumers uses Essential Media to provide website development, hosting and maintenance. Essential will provide any advice required to comply with website security and accessibility requirements.

Promotion of content - Essential Media will also assist with developing and delivering a communications plan and advertising strategy to reach people of different backgrounds in order to ensure that as many impacted consumers are aware of their rights as possible.

Legal services - Super Consumers does not employ any practising lawyers. In order to ensure that the content produced relating to legal rights and redress is correct, it is important that it is reviewed by a qualified lawyer with appropriate expertise. It is likely that the advice required will need to be provided by more than one firm (i.e. one firm with experience relating to superannuation and AFCA complaints and one firm with experience relating to insolvency proceedings). We have commenced a process to select firms to provide this advice, but due to the short deadline provided for response to this ATM, we have not finalised the firm or firms who will provide this work.

Translation - We do not employ any translators. Translation of content will be subcontracted to a translator who is qualified to translate content in the languages that are identified as part of stakeholder consultation and outreach. Translators often work as sole proprietors. Companies that do provide translation services do not provide services in every language. Until we know which languages we need to translate, we will not know who we can subcontract to. However, we have obtained quotes for the provision of translation services into Chinese (Mandarin/simplified), Arabic and Chinese (Cantonese/traditional), which are the three most commonly spoken languages in Australia other than English.

4.4 Conflicts of Interest

The Potential Supplier has identified the following potential Conflicts of Interest and management strategies:

Details	Management Strategy
Nil	

4.5 Referees

Referee Name	Position	Organisation	Phone Number	Email Address
s 22	CEO	CHOICE	s 22	s 22 choice.com.au
s 22	Acting Director	Mob Strong Debt Help (Financial Rights Legal Centre)	s 22	s 22 financialrights.org.au
s 22	CEO	Consumer Policy Research Centre (CPRC)	s 22	s 22 cprc.org.au

4.6 Pre-existing Intellectual Property of Potential Supplier

The Supplier grants to, or in the case of Third-Party Material, must obtain for, the Customer a non-exclusive, irrevocable, royalty-free, perpetual, world-wide licence (including the right to sub-licence) to exercise the Intellectual Property Rights in all Pre-existing Material and Third-Party Material incorporated into the Material to enable the Customer to receive the full benefit of the Goods and/or Services and the Material and to exercise its rights in relation to the Material. Pre-existing material includes:

- a. content on the webpage as of the date the Contract is executed located at:
<https://superconsumers.com.au/journalism/what-you-need-to-know-about-shield-and-first-guardian-master-funds/>

4.7 Confidentiality of Potential Supplier's Information

The Potential Supplier has assessed that the commercial information in the table below meets the requirements available at

<https://www.finance.gov.au/government/procurement/buying-australian-government/additional-reporting-confidentiality> and is seeking that information be kept confidential.

Information to be kept Confidential	Reasons for Confidentiality Request
The names and contact details of any individuals identified in this Response.	Personal privacy of those individuals.

4.8 Proven Ability to Meet Regulatory Considerations

The key regulatory considerations relevant to this contract are relating to the provision of consumer guidance. We will obtain legal review of the web content to ensure that it does not constitute legal or financial advice, neither of which we are licensed to provide. Our current website content demonstrates our

ability to advocate without breaching such rules. Likewise, we have a demonstrated ability to call out poor practices without breaching laws relating to defamation.

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

4.9 Sustainability Considerations

The contract is for content generation, legal services, website design and hosting and translation. All services, including sub-contracted services, will be provided by Australians employed by charities or small businesses in compliance with all applicable laws and regulations. The nature of the services contracted and the size of the entities involved means that the impact on the environment of this work is likely to be low. We do not anticipate any travel or printing will be required. Many of the people providing services work from home, therefore office footprints are small.

Office services are provided to Super Consumers under an office administration contract with CHOICE. CHOICE was officially accredited Climate Active from 2017-2023. That means they removed as much carbon as the organisation put into the environment. Since 2023, they have moved into emissions monitoring so that they can continually lower our emissions through partnering with other supplier organisations who have achieved carbon neutrality. More information about CHOICE's environmental impact can be found [here](#).

4.10 Additional Information

The Commonwealth's Fraud Control Framework requires the Customer to manage risk of fraud and corruption as part of contracting and procurement activities. Our internal fraud controls include:

- the preparation of audited financial reports in compliance with accounting and auditing standards;
- tracking of time spent on different types of work to ensure that work aligns with funding provided in relation to that work
- payment methods that have a range of anti-fraud measures, including invoice and receipt verification and multiple sign-offs from executive and board directors
- board director and executive conflicts register which is regularly updated.
- conflicts policies which map out internal policies for the management and removal of conflicts.

Part 5 – Total Costs to be incurred by the Customer

5.1 Pricing

Fixed Price (including all expenses)

Due Date	Milestone Description	Total Price GST Exclusive	GST Component	Total Price GST Inclusive
7/11/25	Creation of website that meets security, backup and accessibility requirements, including design, branding etc	\$40,000	\$4,000	\$44,000
	Financial adviser -> licensee lookup tool, including design, consultation with users	\$4,000	\$400	\$4,400
	Educational content in plain English, including legal review	\$5,350.00	\$535	\$5,885
	Initial consultation with stakeholders and community groups about their needs	\$2,000	\$200	\$2,200
5/12/25	Complaint pathway tool, checklists (2) and complaint letter templates (4), including legal review	\$12,350	\$1,235	\$13,585
	Ongoing engagement with community groups to get feedback on content and tools	\$2,000	\$200	\$2,200
	Communications plan including outreach to affected CALD communities (deliverable)	\$16,000	\$1,600	\$17,600
	Translation into three (3) languages of key website content incl checklists	\$10,260	\$1,026	\$11,286
	Develop advertising strategy for three (3) month campaign including analysis and optimisation, performance reporting	\$15,000	\$1,500	\$16,500
20/3/26	Paid digital advertising budget (to be spent over three (3) months)	\$50,000	\$5,000	\$55,000
	Proactive and reactive media (pitching, interviews, commentary etc)	\$1,000	\$100	\$1,100
	Promotion of content to impacted CALD communities, including e.g. at community meetings	\$1,000	\$100	\$1,100
	Educational communications assets (eg social media tiles, graphics, video content) to support website and promotion	\$11,000	\$1,100	\$12,100
	Translation of educational communications assets into three (3) languages	\$900	\$90	\$990
12/10/26	Website hosting, including security and plug-in updates for twelve (12) months	\$2,700	\$270	\$2,970

Due Date	Milestone Description	Total Price GST Exclusive	GST Component	Total Price GST Inclusive
	Weekly updates to content from 10 November to 9 October 2026	\$4,800	\$480	\$5,280
	Graphics, video, social media content up to 20 hours to support updates during the maintenance period	\$7,000	\$700	\$7,700.00
	Legal review of updates, where appropriate	\$1,800	\$180	\$1,980
	Translation into three (3) languages of weekly updates	\$4,320	\$432	\$4,752
	Stakeholder engagement and consultation report	\$1,000	\$100	\$1,100
	Subtotal	\$192,980	\$19,298	
Total Fixed Price for Services				\$212,278

Adjustment to Fixed Pricing for Contract Variation/Extension

The contract could be varied at the following costs:

- translation per language as follows:
 - key website content including checklists - \$3,420 plus GST
 - graphic design elements, audio/video content - \$300 plus GST
 - weekly updates - \$1,440 plus GST
- 10 hours of design, digital, social media content at a cost of \$3,500 plus GST
- paid advertising spend can be adjusted to any amount plus GST.

5.2 Proposed Payment Schedule

Due Date	Milestone Description	Total Price (GST Exclusive)	GST Component	Total Price (GST Inclusive)
7/11/25	Completion of website build, financial adviser tool, educational content and initial consultation	\$51,350	\$5,135	\$56,485
5/12/25	Completion of additional tools and resources, further consultation, communications plan, educational content translation and advertising strategy	\$55,610	\$5,561	\$61,171
20/3/26	Completion of advertising campaign, proactive and reactive media, targeted promotion to CALD communities, development of educational communications assets, including translation	\$64,400	\$6,440	\$70,840
12/6/26	Web hosting, weekly updates including legal review, 10 hours of graphic design etc and translation for the period of 21 March 2026 - 12 June 2026	\$10,310	\$1,031	\$11,341

12/10/26	Web hosting, weekly updates including legal review, 10 hours of graphic design etc and translation for the period of 13 June 2026 - 12 October 2026 and stakeholder engagement and consultation report	\$11,310	\$1,131	\$12,441
	Subtotal	\$192,980	\$19,298	
Total Milestone Payments				\$212,278

5.3 Additional Facilities and Assistance

In order to design the financial adviser lookup tool, Super Consumers will require that ASIC provide an extract of its financial adviser register and an extract of its professional registers for the firms that provided advice about Shield and First Guardian during the periods it was sold and for the advisers who worked for those firms or their corporate authorised representatives. That extract will need to be machine readable (e.g. excel) and include at least the following details:

- full name of relevant licensees and their Australian financial services (AFS) licence numbers
- full name of all corporate authorised representatives (CARs) of relevant licensees, their AFS representative number and the dates the authorisation commenced and ceased (if applicable)
- full name of all financial advisers who are authorised representatives of relevant licensees and their employers (either the licensee or the CAR) and financial adviser number.

5.4 Non-Compliance

Clause	Reason for Non-Compliance	Proposed New Wording
Nil		



Australian Government
Digital Transformation Agency

dta Seller FOCI

Information Questionnaire Background

As part of the Australian Government's commitment to secure and resilient procurement practices, sellers responding to approaches to market for technology may be asked to complete this Foreign Ownership, Control or Influence (FOCI) Information Questionnaire.

This questionnaire supports the implementation of the [FOCI Risk Assessment Guidance](#), which comes into effect in July 2025 as part of the [PSPF Direction 001-2024](#). It is designed to help government buyers assess potential risks associated with foreign ownership, control, or influence in the supply chain when conducting a procurement for technology assets.

Instructions

- All questions must be answered.
- Where appropriate provide as much information as possible to support your answer.
- Where you have answered 'yes' to a question, evidence must be available at the Buyer's request.
- Where you have answered 'no' or 'unsure', please provide a brief explanation as to why this is the case.

Question	Answer
Section 1 – Intent	
Who is your company's ultimate parent? What country is it based in?	There is no parent. We are based in Australia.
Are any companies in your ownership structure based in other countries?	No. There are no other companies in our ownership structure.
Section 2 – Vendor Jurisdiction Hazard	
Is your company subject to any foreign laws requiring data sharing with governments?	No. We only operate in Australia. However, our data is backed up with AWS and Google Cloud and they are a foreign company subject to foreign laws.
Has your company or parent company ever been sanctioned by Australia or another country?	No. We have complied with all laws and do not operate outside Australia.
Has your company or parent company been sanctioned for corruption or similar practices in any jurisdiction?	No. We have complied with all laws and do not operate outside Australia.
Section 3 – State Ownership, Control or Influence	
Does your company or parent company have any state ownership?	No. We are a private company.

Is your company or parent company under any state control?	No. We are a private company.
--	-------------------------------

FOCI Seller Questionnaire

OFFICIAL
OFFICIAL

Does your company or parent company receive state funding?	Yes, we receive funding from the Commonwealth Government. Information about this is publicly available in accordance with procurement rules.
Does your company or parent company have any special legal rights or status?	We are a registered charity.
Section 4 – Access and Control	
Is the product or service ever connected to the internet?	Yes, it is a website.
Is the product or service ever connected to other organisations' systems? Do third parties have access?	Yes. The website we plan to design will be accessible by our web developer, Essential Media.
Are there any data-sharing agreements related to this product or service?	No. There is no need to share data beyond the content that will be publicly available on the website.
Are there any other data-sharing agreements your company has?	No. We have not entered into any agreements to share data.

FOCI Seller Questionnaire

OFFICIAL

Probity Briefing

Australian Securities and Investment Commission

PROC2622-Consumer Support for Shield and First Guardian Collapse
September 2025

ADELAIDE | BRISBANE | CANBERRA | HOBART
MELBOURNE | PARRAMATTA | SYDNEY | WOLLONGONG

1. Probity briefing

- What is probity?
- Main probity principles
 - Value for Money
 - Impartiality and Fairness
 - Accountability and Transparency
 - Security and Confidentiality
 - Conflicts of Interest

2. Business as Usual Considerations

3. Evaluation Process Considerations

Probity Briefing



What is probity?

Document 22

ASIC FOI 2627-009

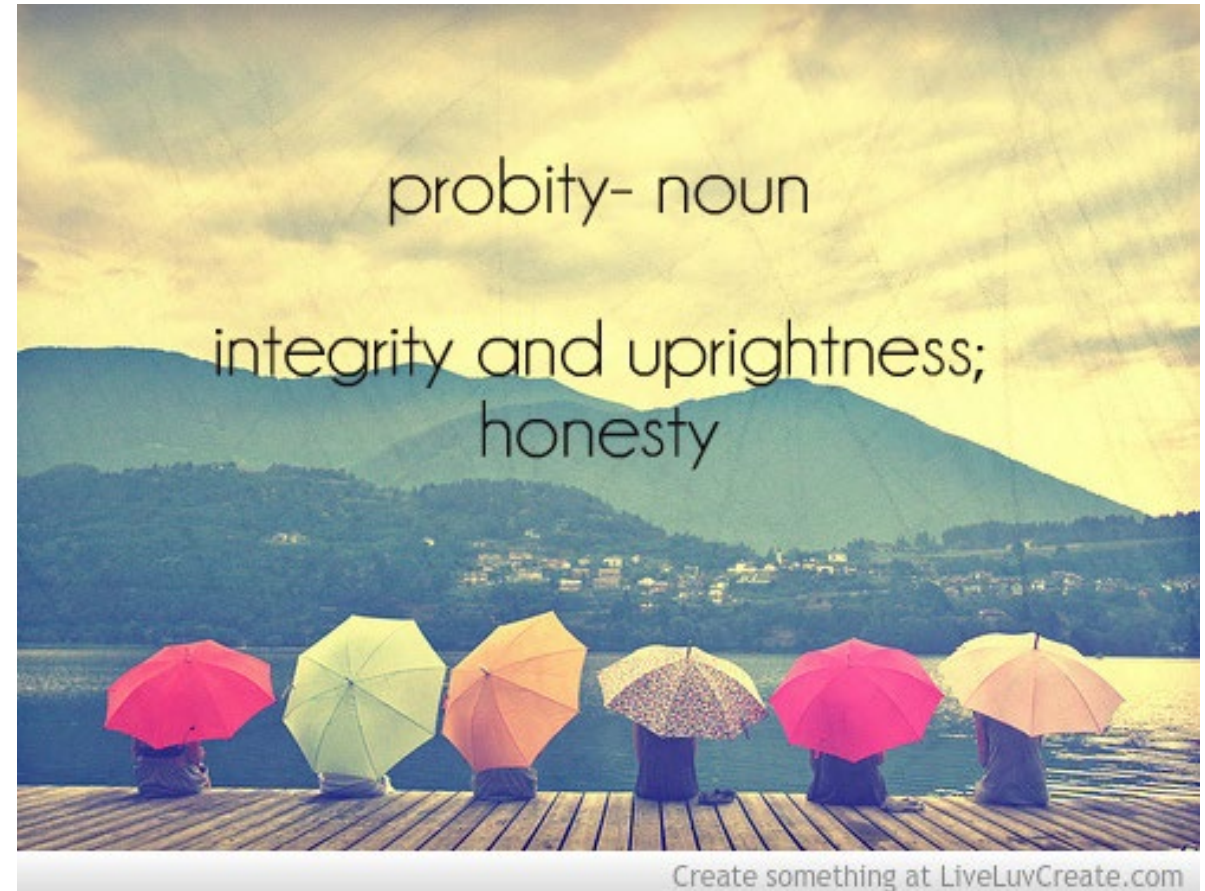
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“Probity” essentially means integrity, uprightness and honesty.

Probity contributes to sound decision-making management processes that accord equal opportunities for all participants.

A procurement process cannot have a pre-conceived result.

A procurement process must be perceived as being fair, as well as being fair.



Why is Probity Important

Document 22

ASIC FOI 2627-009

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- *To protect you and your team.*
- *To meet legal obligations*
- *To meet government requirements*
- *To preserve the reputation of ASIC and the Australian Government*



Targeted Outcomes:

- To undertake a clear and fair procurement process.
- All Potential Suppliers are treated fairly and equitably
- All interactions are conducted with honesty, fairness and in good faith

Need to also ensure compliance with all applicable legislative obligations and Australian Government Policies

Probity Principle #1 – Value for Money

Document 22

ASIC FOI 2627-009

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Procurements should:

- *encourage appropriate competition and be non-discriminatory*
- *use public resources in an effective, efficient, ethical and economic manner*
- *facilitate accountable and transparent decision-making*
- *encourage appropriate engagement with risk*
- *commensurate with the scale and scope of business requirement*

Probity Principle #2 – Impartiality and Fairness

Document 22

ASIC FOI 2627-009

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- *Respondents invest considerable time, effort and resources in preparing and submitting submissions*
- *In return, they are entitled to expect fair treatment throughout the procurement process*
- *Respondents must receive the same opportunities, information, assistance and assessment as each other*
- *Any form of bias or preference could jeopardise the integrity of the procurement process and expose ASIC, or you to risk of complaints, reputational damage, court action, delay in the establishment of the Contracts and other negative consequences*

Probity Principle #2 – Impartiality and Fairness

WHAT TO DO

- *Ensure the same information is provided to all Respondents through official channels only*
- *Consider your participation in social interactions with Respondents during the procurement process*
- *Evaluate submissions based on relevant considerations only – that is, on the evaluation criteria, submitted information, allowable clarifications and respondent due diligence*
- *Follow the process outlined in the approved Procurement Plan and where in doubt seek guidance from the Evaluation Team Chair or the Probity Advisor*

Probity Principle #3 – Accountability and Transparency

Document 22

ASIC FOI 2627-009

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- *A transparent and accountable process builds the confidence of Respondents, and the community at large*
- *“**Transparency**” refers to the openness of the procurement process to scrutiny*
- *“**Accountability**” shows how the public interest has been protected in the appointment of the successful contractor and the expenditure of public funds*

Probity Principle #3 – Accountability and Transparency³¹

Document 22

ASIC FOI 2627-009

WHAT TO DO

- *Understand your role and limitations to decision-making*
- *Keep appropriate records relating to your role in the process, including minutes of meetings and decisions that have been made*
- *Ensure meetings with Respondents during the procurement period that relate to other (business as usual) matters:*
 - *are by appointment only and minuted*
 - *wherever possible, involve others*
 - *do not discuss the procurement process in any way*
- *Advise Respondents to only ask questions about the procurement process through formal channels*
- *Advise all within ASIC to direct queries to a single point*

Document 22 ASIC FOI 2627-009 Probity Principle #4 – Security and Confidentiality

- *Confidentiality and security of information are fundamental to probity*
- *You have obligations to the Commonwealth but also to the Respondents to maintain confidentiality and security of information which is confidential or provided to you on a commercial-in-confidence basis*

Document 22 ASIC FOI 2627-009 Probity Principle #4 – Security and Confidentiality

WHAT TO DO

- *Familiarise yourself with your obligations under any confidentiality deed you sign*
- *Comply with the “need to know” principle*
- *Abide by any document management and security procedures that are in place when it comes to confidential information*
- *If you unintentionally receive confidential information relating to the procurement process, alert the appropriate RFP Contact, Evaluation Chair, or us as the Probity Advisor.*
- *Do not make public comment about the process without authorisation*

Probity Principle #5 – Conflicts of Interest

Document 22

ASIC FOI 2627-009

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- *A **conflict of interest** involves a conflict between your role to serve the public interest and your private interests*
- *A conflict of interest might arise where those private interests could improperly influence the conduct of your official duties and responsibilities*
- *Conflicts of interest are not wrong in themselves, but they should be properly identified, declared and managed*

Probity Principle #5 – Conflicts of Interest

Document 22

ASIC FOI 2627-009

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- *Three types of conflict of interest (**Potential, Actual and Perceived**)*
- **Examples:** *You (or your close family/friends):*
 - *hold an interest (direct and close) in or association with a Respondent company or its personnel*
 - *Have close personal or professional relationships with employees of a Respondent*
 - *have previously worked for a Respondent*
 - *are offered a gift or benefit by a Respondent*
 - *have a very strong personal conviction about an issue that is being considered*
 - *hold a large shareholding in a Respondent company*
 - *have been offered employment by a Respondent company*

The undertaking of the services under any existing arrangements is to continue throughout the procurement process(es).

However, there are a number of additional considerations that must be observed:

- 1. Whilst meetings related to the business-as-usual requirements should continue there should be no discussion on the specific procurement process; and*
- 2. Attendance at social activities where Respondents are going to be present are highly discouraged during the procurement process*
- 3. There are to be no Gifts and/or benefits shared between ASIC, existing providers and potential Respondents at any time during the procurement process.*

Evaluation Process Considerations



Evaluation Team Members Responsibilities

Document 22

ASIC FOI 2627-009

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Read and understand the Evaluation Plan.

Ensure you understand your role and responsibilities as outlined in the approved Evaluation Plan.

Evaluate and Score Responses in accordance with the approved Evaluation Criteria and Scoring Guidance in the Evaluation Plan.

Ensure evaluation commentary is sufficient to support the assigned scores

Remember that Conflict of Interest Declarations are an on-going obligation.

Should you become aware of an actual, potential or perceived COI during evaluation submit an updated Declaration

Follow the directions and instructions of the Evaluation Team Chair as required in the performance of your role

If you are unsure 'Ask Questions' or seek Guidance from the Evaluation Team Chair

Evaluation Process Considerations

Document 22

ASIC FOI 2627-009

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- **Clarifications**

- *Issues for clarification should be reviewed by the Evaluation Team Chair prior to release*
- *A review of the response to clarifications should be assessed to confirm it doesn't materially alter the response or introduce new information prior to being provided to Evaluation Team members*

- **Revising Scores**

- *Scores that are adjusted following verification activities (Clarifications, Presentations, Referees etc.) need to be supported by narrative and be defensible and equitable.*

Document 22 Reviewing Responses and Scoring

ASIC FOI 2627-009

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Writing Effective Commentary

- The purpose of written commentary is to provide evidence to support the scores
- Written commentary provides a record to assist in writing the Evaluation Report
- Written commentary provides a record to assist in debriefs.
- Written commentary should be concise and specific and note the strengths, weaknesses and risks on the response
- It should not be generic or leave interpretive doubt as to scoring.

DO

- ✓ Refer to the scoring guidance provided in the Evaluation Plan
- ✓ Be as concise as possible
- ✓ Be as specific as possible
- ✓ Link your commentary to examples from the response material where possible
- ✓ Call out where your assessment statements are a strength or a weakness. Consider using 'STR' or 'WKN' in front of a comment
- ✓ Document any risks associated with the Response that you identify. Consider stating 'RISK' in front of a comment
- ✓ Low scores need to be supported by WKN comments
- ✓ High scores need to be supported by STR comments.

DON'T

- ✗ Make statements which are inconclusive as to whether they are a strength or weakness, this should not be left open to interpretation by others.
- ✗ Use generic phrases (e.g., repeating the score definition such as 'meets expectations or Respondent has a good understanding of requirements
- ✗ Provide a high score but only provide negative comments
- ✗ Duplicate feedback across multiple Respondents except where you can demonstrate the responses were the same
- ✗ Provide a low score but only provide positive comments

- *Complaints received in relation to the process need to be treated appropriately and in a timely manner.*
- *If you are approached with a complaint, don't engage in discussions and request they submit the complaint in writing to the nominated Contact Officer in the RFQ – also make the Evaluation Team Chair aware.*
- **The Commonwealth Procurement Rules** (section 6.8) require the following:
 - *Application of timely, equitable and non-discriminatory procedures;*
 - *Acknowledgement of the complaint should be provided to the Complainant as soon as practicable after receipt*
 - *This doesn't require a formal decision on the complaint but that it has been received and acknowledged by ASIC*
 - *Where possible complaints should be managed internally through communication and conciliation.*
- *Complaints should be managed in accordance with ASICs internal complaints handling procedure*

- You should not penalise a Respondent for not having Commonwealth /ASIC experience – it is relevant experience you should be seeking
- Be on the look out for exclusionary, qualifying, limiting and departing language when you read responses including the cover letter/executive summary
 - Where you are unsure if this would result in a Response not meeting the Conditions for Participation or Minimum Form and Content Requirements, please raise these with the Evaluation Team Chair for consideration.
- **Ask Questions** – reach out to the Evaluation Team Chair if you have any queries or concerns in respect to the Responses you are evaluating. It is better to ask questions than guess the answer/approach
- **Reach out for Support** – If you require help and assistance, please reach out in the first instance to the Evaluation Team Chair. We are all here to help achieve the best outcome
- **Keep a Record** of your role in the process and your findings so you can easily refer back to a later time where required, such as any consensus meetings that may be required.

Questions

Please direct any questions to:

s 22

s 22

asic.gov.au



From: s s 22
To: s 22 s 22 s 22 s 22
Cc: [Tenders](#); s 22 s 22
Subject: RE: Response to procurement FW: Specific Conflict of Interest , PROC2622 [SEC=OFFICIAL:Sensitive]
Date: Friday, 10 October 2025 3:31:13 PM
Attachments: [image001.gif](#)
[image002.png](#)
[image003.jpg](#)

Thanks all.

Having reviewed the response, I am comfortable to proceed subject to negotiations on pricing.

s 22 s 22

s 22

From: s 22 s 22
Sent: Thursday, 9 October 2025 7:25 PM
To: s 22 s 22 ; s 22 s 22
Cc: Tenders ; s 22 s 22
Subject: Response to procurement FW: Specific Conflict of Interest , PROC2622
[SEC=OFFICIAL:Sensitive]

Hi s 22 and s 22

Thank you for Specific Conflict of Interest forms and I can confirm no conflicts have been declared.

Please find attached the single response for PROC2622, for your evaluation, noting the evaluation is subject to the probity provisions covered in the attached briefing document.

The response can not be shared with anyone external to the evaluation team, without consultation and approval from a Probity Advisor (from the Procurement Team).

Kind regards,

s 22

From: s 22 s 22 <s 22 s 22 [asic.gov.au](#)>
Sent: Thursday, 9 October 2025 3:08 PM
To: s 22 s 22 <s 22 s 22 [asic.gov.au](#)>; s 22 s 22
<s 22 s 22 [asic.gov.au](#)>
Cc: s 22 s 22 <s 22 s 22 [asic.gov.au](#)>; s 22 s 22
<s 22 s 22 [asic.gov.au](#)>
Subject: Specific Conflict of Interest , PROC2622 [SEC=OFFICIAL:Sensitive]

Importance: High

Good afternoon, Evaluation Committee Members,

Please find attached the Specific Conflict of Interest form for your consideration and response.

Once the forms are received any conflicts will be evaluated and followed up with individuals.

Where there are no conflicts, the responses will be shared upon receipt of the completed form.

Please do not hesitate to let me know if you have any questions.

Kind regards,

s 22

s 22

Procurement Manager

Professional Services - Procurement,
Enterprise Services

Australian Securities and Investments Commission

12 Moore Street, Canberra, ACT 2601

s 22

s 22 s 22 asic.gov.au

ASIC logo



Image of Doojoort Moort, artwork by Peter Farmer



ASIC acknowledges the Traditional Owners of the lands and waters on which we live and work. We pay respect to Elders past and present as the custodians of the world's oldest continuing cultures.

From: s s 22
To: s 22 s 22 s 22 s 22 s s 22
Cc: s 22 s 22
Subject: RE: Specific Conflict of Interest , PROC2622 [SEC=OFFICIAL:Sensitive]
Date: Friday, 10 October 2025 9:20:13 AM
Attachments: [image004.gif](#)
[image005.png](#)
[image006.jpg](#)

Thanks s 22
No conflicts from me.
Kind regards,

From: s 22 s 22
Sent: Thursday, 9 October 2025 3:08 PM
To: s 22 s 22 ; s 22 s 22
Cc: s 22 s 22 ; s 22 s 22
Subject: Specific Conflict of Interest , PROC2622 [SEC=OFFICIAL:Sensitive]
Importance: High

Good afternoon, Evaluation Committee Members,
Please find attached the Specific Conflict of Interest form for your consideration and response.
Once the forms are received any conflicts will be evaluated and followed up with individuals.
Where there are no conflicts, the responses will be shared upon receipt of the completed form.
Please do not hesitate to let me know if you have any questions.
Kind regards,

s 22
s 22

Procurement Manager

Professional Services - Procurement,
Enterprise Services

Australian Securities and Investments Commission

12 Moore Street, Canberra, ACT 2601

s 22
s 22 s 22 asic.gov.au

ASIC logo



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From: s 22 s 22
To: s s 22
Cc: [Tenders](#)
Subject: FW: Response to procurement FW: Specific Conflict of Interest , PROC2622 [SEC=OFFICIAL:Sensitive]
Date: Friday, 10 October 2025 9:37:23 AM
Attachments: [image004.gif](#)
[image005.png](#)
[image006.jpg](#)
[Super Consumers Australia - CCS - Approach to Market PROC2622 - SOR Consumer Education to support Shield and First Guardian.docx.pdf](#)
[FOCI - Questions for Buyers to ask Sellers - Super Consumers Australia.pdf](#)
[Probity Briefing, PROC2622-Consumer Support for Shield and First Guardian Collapse.pptx](#)

Hi s 22

Thank you for Specific Conflict of Interest response and I can confirm no conflicts have been declared.

Please find attached the single response for PROC2622, for your evaluation, noting the evaluation is subject to the probity provisions covered in the attached briefing document.

The response can not be shared with anyone external to the evaluation team, without consultation and approval from a Probity Advisor (from the Procurement Team).

Kind regards,

s 22

From: s 22 s 22 <s 22 s 22 asic.gov.au>
Sent: Thursday, 9 October 2025 3:08 PM
To: s 22 s 22 <s 22 s 22 asic.gov.au>; s 22 s 22
<s 22 s 22 asic.gov.au>
Cc: s 22 s 22 <s 22 s 22 asic.gov.au>; s 22 s 22
<s 22 s 22 asic.gov.au>
Subject: Specific Conflict of Interest , PROC2622 [SEC=OFFICIAL:Sensitive]

Importance: High

Good afternoon, Evaluation Committee Members,

Please find attached the Specific Conflict of Interest form for your consideration and response.

Once the forms are received any conflicts will be evaluated and followed up with individuals.

Where there are no conflicts, the responses will be shared upon receipt of the completed form.

Please do not hesitate to let me know if you have any questions.

Kind regards,

s 22

s 22

Procurement Manager

Professional Services - Procurement,

Enterprise Services

Australian Securities and Investments Commission

12 Moore Street, Canberra, ACT 2601

s 22

s 22 s 22 asic.gov.au

ASIC logo



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We pay respect to Elders past and present as the custodians of the world's oldest continuing cultures.

Response to Approach to Market to establish Contract for Consumer Support for Shield and First Guardian Collapse

ATM Reference ID: PROC2622

This Response will be prepared and lodged in accordance with the Minimum Content and Format requirements as set out in A.A.1 [Key Information and Dates].	x Yes ☐ No: Do not proceed as your Response will not be eligible for further consideration
This Response will demonstrate our ability to meet the Conditions for Participation as set out in A.A.1 [Key Information and Dates].	x Yes ☐ No: Do not proceed as your organisation will not have the ability to fulfil the requirements of the procurement.

Potential Supplier's Contact Officer

For all matters relating to this Response, the Potential Supplier's Contact Officer is:

Potential Supplier Name:	Super Consumers Australia
Contact Name:	s 22 s 22
Position:	Director of Advocacy (Policy)
Telephone:	s 22
Email Address:	s 22 superconsumers.com.au
Postal Address:	57 Carrington Rd, Marrickville NSW 2204, Australia

Part 1 – Potential Supplier's Details

1.1 Potential Supplier's Details

Organisation's Full Legal Name:	Superannuation Consumers' Centre Ltd
Legal Entity Type:	☐ Individual/Sole Trader ☐ Partnership ☒ Company ☐ Sole Director Company ☐ Trust (see note below) ☐ Educational Institution (see note below) ☐ Other (please state):
NOTE FOR TRUSTS: If the Potential Supplier is trading as a trust , please provide details of the relevant trust (and trustee) including a copy of the relevant trust deed (including any variations to that deed) as an attachment to this Response.	
NOTE FOR EDUCATIONAL INSTITUTIONS: If your Response is successful, prior to entering a Contract you will be required to provide details of any enabling legislation as well as details of any delegations or other authorisations that are relevant to the execution of a contract.	
Australian Business Number (ABN):	34163636566
Australian Company Number (ACN):	163636566
Australian Registered Body Number (ARBN):	n/a
Registered Address:	57 Carrington Rd, Marrickville NSW 2204, Australia

1.2 Previous Judicial Decisions

Has your organisation, or where relevant any of its directors, ever had a judicial decision against them (not including decisions under appeal) relating to employee entitlements or engaged in practices that have been found to be dishonest, unethical or unsafe?	☐ Yes, see below. ☒ No
If yes , what was the date of discharge? <i>The Supplier acknowledges that the giving of false or misleading information to the Commonwealth is a serious offence under section 137.1 of the schedule to the Criminal Code Act 1995 (Cth).</i>	(DD/MM/YYYY) <i>Note: The Customer cannot enter a contract with a supplier who has an undischarged judicial decision relating to employee entitlements.</i>

1.3 Workplace Gender Equality

Is your organisation classified as a 'relevant employer' under the Workplace Gender Equality Act 2012 (the WGE Act)? See https://www.wgea.gov.au/about	☐ Yes, I am a relevant employer ☒ No, I am not a relevant employer
--	--

If yes, you are required to provide a current letter of compliance with the WGE Act prior to entering into a contract. Have you provided a letter of compliance with this Response?	☐ Yes ☐ No, I will provide a current letter of compliance prior to contract
NOTE: If the Potential Supplier is successful in this ATM process and where the Supplier is a relevant employer under the WGE Act, the Supplier must provide evidence that it complies with its obligations under the WGE Act before commencement of any Contract and, if the term is more than 18 months, within 18 months of commencement and annually thereafter for the duration of the Contract. If the Supplier becomes non-compliant with the WGE Act during the course of the Contract, the Supplier must notify the Customer's Contact Manager in writing within 10 Business Days. Compliance with the WGE Act does not relieve the Supplier from its responsibilities to comply with its obligations under the Contract.	

1.4 Indigenous Businesses

Is your organisation: • 50% or more Indigenous owned? • a joint venture that is 50% or more indigenous owned which can demonstrate equal indigenous representation and involvement in the management of the joint venture?	☐ Yes – see question below. ☒ No – proceed to section 1.5.
Is your organisation registered on Supply Nation?	☐ Yes ☐ No – see note below ☒ Not Applicable
NOTE: Please provide a certificate or letter from a recognised Indigenous organisation such as Land Council, Indigenous Chamber of Commerce or Office of the Registrar of Indigenous Corporations verifying Indigenous ownership.	

1.5 Potential Supplier's Contract Manager

For matters relating to the proposed Contract, the Potential Supplier's Contract Manager will be:

Name:	s 22 s 22
Position Title:	Director of Advocacy (Policy)
Telephone:	n/a
Mobile:	s 22
Email Address:	s 22 superconsumers.com.au
Postal Address:	57 Carrington Rd, Marrickville NSW 2204, Australia

1.6 Potential Supplier's Address for Notices (if different from the Contract Manager)

Name:	as above
Position Title:	
Email Address:	
Postal Address:	

Part 2 – Executive Summary

2.1 Executive Summary of Potential Supplier's Proposal

Website

We will create a 'one stop shop' website that provides accurate information, practical advice and tools for consumers impacted by the Shield and First Guardian collapses through their regulated superannuation fund (either registrable superannuation entity or self-managed superannuation fund (SMSF)) ("impacted consumers"). The website will be user-friendly, mobile-responsive, secure and accessible.

Content will include information to support consumer understanding, resilience, and protection from further harm as well as self-help tools to support consumers to assert certain legal rights for redress in relation to investment losses.

Content will be supported by appropriate graphical and audio/visual content based on stakeholder needs analysis and feedback.

Stakeholder engagement and outreach

A stakeholder engagement and outreach campaign will be undertaken to identify the needs of impacted consumers and seek feedback on prepared content, which will initially be drafted in plain English. Stakeholders will include investor groups, legal clinics, law firms, financial counsellors, consumer advocates, community groups and regulatory bodies (e.g. ASIC and AFCA). Following outreach, we will identify the three languages other than English that are most likely to assist impacted consumers of culturally and linguistically diverse (CALD) backgrounds. Key content will be translated into those languages where appropriate. We will also consider other needs or preferences impacted CALD consumers may have for content (e.g. video). This information will be used to inform our promotion plan.

Promotion campaign

The website and key messages for consumers will be promoted through a three month campaign, starting mid December and running until mid March 2026, with initial messaging focussed on raising the profile of the issues and the web content and the latter phase focussed on highlighting key AFCA complaint deadlines in Autumn 2026. Promotion will include social media advertising as well as proactive and reactive media engagement and targeted promotion within affected community groups, in partnership with local organisations (where required).

Maintenance and reporting

The website will be maintained during the length of the contract (12 months). We will update the website content weekly throughout the contract to ensure accuracy and relevance of content as circumstances change over time. As appropriate, we will also promote updated content using social and mainstream media.

Ongoing stakeholder feedback will be solicited and fed into updates to ensure the content is presented in a manner that is practical for impacted consumers.

Ongoing monitoring of website and self-help tools will be undertaken to measure efficacy and drive improvements where required.

We will provide ASIC with a stakeholder engagement and consultation report which summarises the work undertaken as well as results achieved at the end of the contract.

2.2 Conditions for Participation

No Conditions for Participation specified.

Part 3 – Ability to Meet the Requirement

3.1 Detailed Proposal to Meet the Customer's Requirement

We propose to undertake the work set out in section A.A.2 of this ATM in five phases. Some of these phases will overlap in timing, but have been separated out thematically for ease of planning.

Phase 1: Website (October - November 2025)

In the first phase of work, which will begin on 13 October 2025 or the date a contract is signed, whichever is later, we will build a simple, easy to navigate, mobile-responsive, secure and accessible website complying with the WCAG 2.1 accessibility standards. Work on the website will be completed by Essential Media (our existing website provider) and will happen at the same time as content generation, which will be undertaken by Super Consumers.

Because of the time sensitivity, the priority will be to get the website online and educational content up on the website first. The focus for this content will be to ensure that it is in plain English and that it can easily be translated using web-based translation services e.g. Google Translate. Educational content in this phase will include guidance about:

- how to identify the entities responsible for any products and services the impacted consumer received (adviser, super trustee, managed investment scheme)
- how to make a complaint to the entity directly and if unsuccessful to AFCA
- how to prepare and write the complaint, which issues to raise, what resolution to request and what information to include
- other options impacted consumers may have, like participating in a class action
- how liquidations work and how to participate in the liquidations for Shield or First Guardian (for impacted consumers with SMSFs)
- how to protect yourself from further attempts to mislead or take advantage of investors (eg scam complaint management firms)
- other content we believe would be of benefit to impacted consumers, based on our experience or community engagement.

Engagement and consultation will take place with stakeholders during this period. Stakeholders include but are not limited to ASIC, AFCA, investor groups, consumer advocates, legal clinics, law firms and financial counselling organisations who are assisting impacted consumers.

We will also reach out to community groups leveraging established relationships to identify other cohorts of impacted consumers, particularly impacted CALD consumers. The primary goal will be to identify other impacted consumers who are not well served by English language content. A more concrete understanding of the demographics and information / support needs of impacted consumers will assist with developing an effective communications plan and promotion strategy.

In conjunction with ASIC and Essential Media, we will develop a financial adviser -> licensee lookup tool to be integrated into the website based on a static data set provided by ASIC which includes information about advisers involved with Shield or First Guardian during relevant periods. Delivery of this tool will be dependent on ASIC providing a clean set of data which includes the relevant licensees and authorised representatives.

We will soft-launch the website at the end of this phase using community partners to target specific groups. We will continue to collect feedback during the phase and amend content in response as appropriate.

Phase 2: Consultation and expanded tools (November - December 2025)

During this phase we will deliver the following self-help tools:

- a complaint path tool to assist consumers to identify who they can complain about and to whom, depending on their circumstances
- checklists for preparing complaints or lodging proofs of claim in liquidation proceedings
- template complaint letters.

In this phase, we will also:

- develop a communications plan designed to target impacted consumers, including CALD consumers
- develop and advertising strategy designed to best leverage paid advertising to target impacted consumers with key messages
- develop audio/video and graphical content to support the educational content and advertising campaign based on stakeholder feedback, translated where appropriate
- translate key content into the three languages most likely to be spoken by impacted CALD consumers.

A key component of the communications plan will involve partnering with relevant community organisations to ensure that we fully understand the needs of impacted consumers, identify gaps / areas for improvement, and design communications that meet those needs. There is a risk that CALD consumers who have received poor advice from financial advisers or had other poor dealings with members of their own communities may feel uncomfortable complaining about them and may be reluctant to lodge complaints. As such, issues relating to the collapses will need to be raised in a culturally appropriate manner with the guidance and support of community leaders.

Phase 3: Promotion (December 2025 - March 2026)

In this phase, we will hard-launch the website in accordance with the advertising strategy developed with Essential Media. The campaign will start mid December 2025 and run through until mid March 2026. Initial advertising will raise awareness for the website and its content as well as continue to raise awareness about the issues and key actions impacted consumers need to take. While the period immediately before Christmas until after Australia Day tends to be a poor time to promote content because people may be on vacation and travelling, it is also a period when people have more free time to focus on things other than work and may be more likely to engage with media. Because of the dearth of media content available during the period, it is also easier to get media attention.

Towards mid-March 2026, we will focus on warning impacted consumers about the deadline to make AFCA complaints about advisers whose AFCA memberships are expiring in the period of April - August 2026.

While it will be tailored to the needs of impacted consumers as identified in through consultation and outreach, the advertising campaign will likely include:

- paid social media promotion on LinkedIn and Facebook
- the creation of engaging social media content (e.g. graphics, videos)
- engagement with the Shield Master Fund subreddit
- pitching stories to consumer focussed media (e.g. ABC, Daily Mail, news.com.au or The Guardian) and well as non-English media (e.g. SBS).

We will also promote the website through reactive media as opportunities arise.

Phase 4: Maintenance and updates (March 2026 - October 2026)

We anticipate based on our experience with the Shield and First Guardian matters that relevant information for impacted consumers will change frequently and it will be important to inform consumers of these changes. For example, AFCA recently extended the AFCA memberships of two advice licensees in order to allow consumers additional time to make a complaint. This change is highly relevant information for impacted consumers and it is important that it be communicated to them efficiently. In order to ensure the content on the website remains current, we will undertake at least weekly updates of the content on the website where appropriate to maintain its accuracy and relevance. Updated and new content will be clearly marked so that users know it has been updated.

In order to ensure that consumers are aware of updates, we will also create a mailing list that users can subscribe to if they wish to receive website updates. Users will be able to subscribe to the list with an online form. The list will collect a minimum of personal information (i.e. email address will be the only required

field) and consumers will be able to unsubscribe from this list. Email addresses will be kept in accordance with the Australian Privacy Principles, including in relation to the security of that information.

Where updates are particularly important in our view, we will use social media and other media opportunities to promote awareness of them.

Phase 5: Monitoring and reporting (October 2026)

We will provide ASIC with a stakeholder engagement and consultation report which contains a summary of:

- the communications plan, including outreach to CALD communities
- stakeholder engagement, consultation and outreach activities undertaken
- findings from our outreach and stakeholder engagement activities
- information about the demographics of impacted consumers, to the extent we are able to identify them through outreach
- the impact that stakeholder engagement, consultation and outreach activities have had on the other deliverables.

We will track the impact of our work through website usage statistics (including in relation to the tools), social media engagement and media statistics (e.g. mentions and share of voice) as well as advertising metrics. We will provide ASIC with a summary of these statistics on request.

Additional considerations

Duration - the website will be maintained for a minimum of 12 months.

Scope - the website content will focus on Shield and First Guardian as set out in the ATM; however, the pricing information in section 5.1 sets out the costs for extending the content to other similar investment collapses impacting superannuation members (e.g. Australian Fiduciaries). We reserve the right to include other content on the website that we feel, based on our experience or community engagement, would be beneficial to impacted consumers at our own cost.

Translation - this Response provides for the translation of key website content into three languages from plain English. At this time, we do not know whether there are communities who speak languages other than English who would benefit from content in other languages and if so, what languages. We have undertaken some stakeholder engagement to date to better understand the demographics of impacted consumers, including consultation with AFCA and ASIC's enforcement team. To date, none of the groups we have engaged with have identified cohorts of impacted consumers who do not speak English as a first language. After further outreach is undertaken, we will be in a better position to consider what languages will be most useful to translate into. In the absence of better information, our Response assumes that content will be translated into the three most common languages spoken in Australia other than English, which are (according to ABS data): Chinese (Mandarin/simplified), Arabic, and Chinese (Cantonese/traditional). Should ASIC wish content to be translated in more than three languages, this can be done for an additional cost which is set out in section 5.1 below.

It is also important to note that culturally and linguistically diverse (CALD) peoples may have needs beyond simply translation. For example, some audiences may have a preference for information to be conveyed in a specific format (e.g. using images). These needs will be taken into account as part of our communications plan and advertising strategy.

Legal review - we will obtain legal review of checklists, complaint templates and other content as required to ensure accuracy of information and guidance.

a) Commonwealth Supplier Code of Conduct

Has the Potential Supplier ever been investigated for a potential breach, or has been found to have actually breached, the Commonwealth Supplier Code of Conduct in connection with a Commonwealth contract?	☐ Yes, see below. ☒ No
--	--

If yes, provide further details:	
----------------------------------	--

Not applicable.

b) Standards

Essential Media has partnered with numerous organisations and campaigns in the disability advocacy and support sector, and as such have vast experience in adhering to disability standards. They build all of their campaign websites in compliance with WCAG 2.1 AA standards, so that they are accessible to a wide range of users, including those with visual, auditory, physical, speech, cognitive, and neurological disabilities.

Some examples include:

- <https://disabilitydialogue.com.au/>
- <https://cpactive.org.au/>

To ensure the security of the website, we will use:

- An individual AWS Lightsail instance for each Wordpress website
- ManageWP to ensure updates and backups are regular
- Sucuri for protection and monitoring of threats
- Essential maintains [Far Edge](#) on call for cyber security and backend management support.

We will comply with relevant standards relating to electronic communications as we currently do with our email distribution list. We will also comply with the Australian Privacy Principles in relation to the creation of a distribution list for the contracted website. In particular, the list form will be designed to collect only an email address at minimum to subscribe. The form will ask for optional information designed to assist us to support impacted consumers (e.g. postcode, languages spoken). To the extent that we receive other personal information (e.g. if someone chooses to share their story with us), we will continue to follow our current practices in relation to that information including:

- obtaining consent to the collection and use of that information
- explaining how we will use information we collect, if at all
- only collecting information we need to collect for the stated use
- limiting access to personal information to those who need to access it
- ensuring that personal information that is retained is retained securely in our systems and that those systems (which are maintained by CHOICE) comply with appropriate security measures.

Part 4 – Potential Supplier’s Demonstrated Capability and Capacity

4.1 Statement of Skills and Experience

Super Consumers Australia

Super Consumers Australia is the advocate for people on low and middle incomes in Australia’s superannuation system. We were founded to fight for an accountable and fair super system that delivers great service and great financial outcomes in retirement. Based on deep research, we influence policymakers, hold super funds accountable, and help consumers maximise and manage their super. Formed in 2013, we are an independent, not-for-profit organisation and a leading voice for consumers of superannuation products and services. Our primary funding comes through a small APRA levy on super funds.

We are consumer advocates with a reputation for fearless advocacy on behalf of consumers. We have a proven track record and public profile advocating on behalf of consumers impacted by the Shield and First Guardian matters. We cut through the spin and give people guidance they can understand and action.

Subject matter expertise

Our staff have significant experience in subjects relevant to this ATM. Two of our team have previously worked for ASIC and have strong working knowledge of the Corporations Act, including rules relating to AFCA complaints. Two of our staff have senior leadership experience working for superannuation regulators (APRA and ASIC) and have developed strong strategic, subject matter, and stakeholder engagement expertise in addition to a solid understanding of the Superannuation Industry (Supervision) Act and APRA prudential standards. One of our team members has practiced bankruptcy and insolvency law in a pensions context. One of our team members has significant experience working with CALD communities including new migrants to Australia. Two of our team have significant experience working for other consumer advocacy groups and maintain strong relationships with financial counsellors and legal clinics as a result. Our ability to generate content relevant to Shield and First Guardian is demonstrated by the content on our website, including but not limited to our content on Shield and First Guardian:

[What you need to know about Shield and First Guardian Master Funds](#)

Stakeholder engagement

We are the only independent organisation that is dedicated to advancing the interests of super consumers. We have a strong track record of identifying consumer harms and engaging successfully with Government and other stakeholders to address these issues. As a result of our advocacy work, we have strong relationships with other consumer advocates, legal clinics, financial counsellors and government and regulatory bodies, including ASIC. These relationships ensure that we are able to effectively communicate with key stakeholders in the super ecosystem and provide us with access to information about key issues. For example, our relationships with other consumer groups have given us important information about the consumers impacted by Shield and First Guardian as well as commitments to assist us in promoting content through media and directly to their consumer stakeholders.

Consumer engagement

While we do not provide casework services to individual consumers, we do regularly engage with consumers who are looking for information or wish to share their experiences with us. Our investigative journalism about First Guardian was in response to consumers who came to us:

[How dodgy super advice destroyed Peter’s life savings](#)

[Rotten nest eggs: How super funds failed thousands of Australians](#)

We have also been approached and have been engaging with a Shield/First Guardian investor group in relation to the need to provide more information to impacted consumers.

Media engagement

We have a demonstrated ability to work with media to raise awareness about key issues. For example, we were heavily covered in the media in the last year in relation to: the credential stuffing attacks, the Hesta limited service period, matters relating to Shield and First Guardian and death benefits, including in relation to our research about death benefit nominations and our report about First Nations peoples' access to super. In this regard, we have a demonstrated ability to get coverage proactively as well as reactively (people reach out to us as the consumer voice about super). Compared to peer superannuation advocacy bodies, we have held over 50% the share of voice about superannuation in Australian media in the last year and over 80% in the last six months.

Independence

We are independent from the super industry. Our board members do not represent any superannuation fund or insurance company, employer-sponsor or union. Our Government funding is determined by the Government, not any particular fund, though it is industry funded in the same way ASIC and APRA are funded. Our independence is important to building and maintaining consumer trust. This is particularly important with respect to Shield and First Guardian as impacted consumers are upset and distrustful of the various entities they see as being responsible for the loss of their super (based on what they have told us). In our view, if this work were undertaken by someone who was not independent, consumers might not follow the advice because they might believe it was biased in favour of someone who was avoiding responsibility.

Essential Media

Essential Media is Super Consumers' existing website provider. It harnesses over 25 years of research insights and strategy counsel to deliver winning campaigns that strengthen their clients and their communities. Founded in 1997, Essential has more than two decades of experience working with not-for-profit organisations across diverse sectors.

Essential has unparalleled experience at helping Australian non-profits determine competing priorities, map out effective strategy, and build internal communications expertise and capacity. They are able to provide a range of communications services to fill in gaps that Super Consumers has in its skillset, while working with the expertise we do have. This avoids duplication.

Essential takes an outcomes-focussed approach and is able to provide impact measurement, which will allow us to assess the success of our work.

Essential has vast experience in developing and executing communication and advertising strategies and have developed and executed countless communication and advertising strategies for a broad range of clients across sectors such as education, union, disability, environment, not-for-profit.

Essential has a strong expertise in buying and managing social media advertising. For example:

- Managing cross platform social media advertising for the Thrive by Five campaign to build awareness, convert target audiences into supporters and drive traffic to their website. This includes advertising concept development, production project management, ad publishing, monitoring and reporting.
- Managing a Meta ad buy for the Australian Education Union during the 2022 Federal Election, to persuade target audiences to reconsider their vote for a party with policies that would deliver their advocacy goals. This included advertising concept development, copy writing, graphic design, ad publishing, monitoring and management and reporting.

- Managing a YouTube ad buy for the Reading Writing Hotline to drive traffic to their website and increase awareness of their service offering.

4.2 Specified Personnel

Name	Position/Role	Current Security Clearance Level [#]	Percentage of Total Project Time
Not applicable.			
Total personnel time			100%

[#] if requested at A.A.2(b)

4.3 Subcontractors

Full Legal Name:	Essential Media Communications PTY LTD
Postal Address:	Level 1, 341 George St Sydney NSW 2000
ABN/ACN/ARBN:	ABN 48 074 671 462
Is this subcontractor registered on Supply Nation or 50% or more Indigenous owned?	No

a) Scope of Works to be Subcontracted

Website development - Super Consumers uses Essential Media to provide website development, hosting and maintenance. Essential will provide any advice required to comply with website security and accessibility requirements.

Promotion of content - Essential Media will also assist with developing and delivering a communications plan and advertising strategy to reach people of different backgrounds in order to ensure that as many impacted consumers are aware of their rights as possible.

Legal services - Super Consumers does not employ any practising lawyers. In order to ensure that the content produced relating to legal rights and redress is correct, it is important that it is reviewed by a qualified lawyer with appropriate expertise. It is likely that the advice required will need to be provided by more than one firm (i.e. one firm with experience relating to superannuation and AFCA complaints and one firm with experience relating to insolvency proceedings). We have commenced a process to select firms to provide this advice, but due to the short deadline provided for response to this ATM, we have not finalised the firm or firms who will provide this work.

Translation - We do not employ any translators. Translation of content will be subcontracted to a translator who is qualified to translate content in the languages that are identified as part of stakeholder consultation and outreach. Translators often work as sole proprietors. Companies that do provide translation services do not provide services in every language. Until we know which languages we need to translate, we will not know who we can subcontract to. However, we have obtained quotes for the provision of translation services into Chinese (Mandarin/simplified), Arabic and Chinese (Cantonese/traditional), which are the three most commonly spoken languages in Australia other than English.

4.4 Conflicts of Interest

The Potential Supplier has identified the following potential Conflicts of Interest and management strategies:

Details	Management Strategy
Nil	

4.5 Referees

Referee Name	Position	Organisation	Phone Number	Email Address
s 22	CEO	CHOICE	s 22	s 22 choice.com.au
s 22	Acting Director	Mob Strong Debt Help (Financial Rights Legal Centre)	s 22	s 22 financialrights.org.au
s 22	CEO	Consumer Policy Research Centre (CPRC)	s 22	s 22 cprc.org.au

4.6 Pre-existing Intellectual Property of Potential Supplier

The Supplier grants to, or in the case of Third-Party Material, must obtain for, the Customer a non-exclusive, irrevocable, royalty-free, perpetual, world-wide licence (including the right to sub-licence) to exercise the Intellectual Property Rights in all Pre-existing Material and Third- Party Material incorporated into the Material to enable the Customer to receive the full benefit of the Goods and/or Services and the Material and to exercise its rights in relation to the Material. Pre-existing material includes:

- content on the webpage as of the date the Contract is executed located at:
<https://superconsumers.com.au/journalism/what-you-need-to-know-about-shield-and-first-guardian-master-funds/>

4.7 Confidentiality of Potential Supplier's Information

The Potential Supplier has assessed that the commercial information in the table below meets the requirements available at

<https://www.finance.gov.au/government/procurement/buying-australian-government/additional-reporting-confidentiality> and is seeking that information be kept confidential.

Information to be kept Confidential	Reasons for Confidentiality Request
The names and contact details of any individuals identified in this Response.	Personal privacy of those individuals.

4.8 Proven Ability to Meet Regulatory Considerations

The key regulatory considerations relevant to this contract are relating to the provision of consumer guidance. We will obtain legal review of the web content to ensure that it does not constitute legal or financial advice, neither of which we are licensed to provide. Our current website content demonstrates our

ability to advocate without breaching such rules. Likewise, we have a demonstrated ability to call out poor practices without breaching laws relating to defamation.

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

4.9 Sustainability Considerations

The contract is for content generation, legal services, website design and hosting and translation. All services, including sub-contracted services, will be provided by Australians employed by charities or small businesses in compliance with all applicable laws and regulations. The nature of the services contracted and the size of the entities involved means that the impact on the environment of this work is likely to be low. We do not anticipate any travel or printing will be required. Many of the people providing services work from home, therefore office footprints are small.

Office services are provided to Super Consumers under an office administration contract with CHOICE. CHOICE was officially accredited Climate Active from 2017-2023. That means they removed as much carbon as the organisation put into the environment. Since 2023, they have moved into emissions monitoring so that they can continually lower our emissions through partnering with other supplier organisations who have achieved carbon neutrality. More information about CHOICE's environmental impact can be found [here](#).

4.10 Additional Information

The Commonwealth's Fraud Control Framework requires the Customer to manage risk of fraud and corruption as part of contracting and procurement activities. Our internal fraud controls include:

- the preparation of audited financial reports in compliance with accounting and auditing standards;
- tracking of time spent on different types of work to ensure that work aligns with funding provided in relation to that work
- payment methods that have a range of anti-fraud measures, including invoice and receipt verification and multiple sign-offs from executive and board directors
- board director and executive conflicts register which is regularly updated.
- conflicts policies which map out internal policies for the management and removal of conflicts.

Part 5 – Total Costs to be incurred by the Customer

5.1 Pricing

Fixed Price (including all expenses)

Due Date	Milestone Description	Total Price GST Exclusive	GST Component	Total Price GST Inclusive
7/11/25	Creation of website that meets security, backup and accessibility requirements, including design, branding etc	\$40,000	\$4,000	\$44,000
	Financial adviser -> licensee lookup tool, including design, consultation with users	\$4,000	\$400	\$4,400
	Educational content in plain English, including legal review	\$5,350.00	\$535	\$5,885
	Initial consultation with stakeholders and community groups about their needs	\$2,000	\$200	\$2,200
5/12/25	Complaint pathway tool, checklists (2) and complaint letter templates (4), including legal review	\$12,350	\$1,235	\$13,585
	Ongoing engagement with community groups to get feedback on content and tools	\$2,000	\$200	\$2,200
	Communications plan including outreach to affected CALD communities (deliverable)	\$16,000	\$1,600	\$17,600
	Translation into three (3) languages of key website content incl checklists	\$10,260	\$1,026	\$11,286
	Develop advertising strategy for three (3) month campaign including analysis and optimisation, performance reporting	\$15,000	\$1,500	\$16,500
20/3/26	Paid digital advertising budget (to be spent over three (3) months)	\$50,000	\$5,000	\$55,000
	Proactive and reactive media (pitching, interviews, commentary etc)	\$1,000	\$100	\$1,100
	Promotion of content to impacted CALD communities, including e.g. at community meetings	\$1,000	\$100	\$1,100
	Educational communications assets (eg social media tiles, graphics, video content) to support website and promotion	\$11,000	\$1,100	\$12,100
	Translation of educational communications assets into three (3) languages	\$900	\$90	\$990
12/10/26	Website hosting, including security and plug-in updates for twelve (12) months	\$2,700	\$270	\$2,970

Due Date	Milestone Description	Total Price GST Exclusive	GST Component	Total Price GST Inclusive
	Weekly updates to content from 10 November to 9 October 2026	\$4,800	\$480	\$5,280
	Graphics, video, social media content up to 20 hours to support updates during the maintenance period	\$7,000	\$700	\$7,700.00
	Legal review of updates, where appropriate	\$1,800	\$180	\$1,980
	Translation into three (3) languages of weekly updates	\$4,320	\$432	\$4,752
	Stakeholder engagement and consultation report	\$1,000	\$100	\$1,100
	Subtotal	\$192,980	\$19,298	
Total Fixed Price for Services				\$212,278

Adjustment to Fixed Pricing for Contract Variation/Extension

The contract could be varied at the following costs:

- translation per language as follows:
 - key website content including checklists - \$3,420 plus GST
 - graphic design elements, audio/video content - \$300 plus GST
 - weekly updates - \$1,440 plus GST
- 10 hours of design, digital, social media content at a cost of \$3,500 plus GST
- paid advertising spend can be adjusted to any amount plus GST.

5.2 Proposed Payment Schedule

Due Date	Milestone Description	Total Price (GST Exclusive)	GST Component	Total Price (GST Inclusive)
7/11/25	Completion of website build, financial adviser tool, educational content and initial consultation	\$51,350	\$5,135	\$56,485
5/12/25	Completion of additional tools and resources, further consultation, communications plan, educational content translation and advertising strategy	\$55,610	\$5,561	\$61,171
20/3/26	Completion of advertising campaign, proactive and reactive media, targeted promotion to CALD communities, development of educational communications assets, including translation	\$64,400	\$6,440	\$70,840
12/6/26	Web hosting, weekly updates including legal review, 10 hours of graphic design etc and translation for the period of 21 March 2026 - 12 June 2026	\$10,310	\$1,031	\$11,341

12/10/26	Web hosting, weekly updates including legal review, 10 hours of graphic design etc and translation for the period of 13 June 2026 - 12 October 2026 and stakeholder engagement and consultation report	\$11,310	\$1,131	\$12,441
	Subtotal	\$192,980	\$19,298	
Total Milestone Payments				\$212,278

5.3 Additional Facilities and Assistance

In order to design the financial adviser lookup tool, Super Consumers will require that ASIC provide an extract of its financial adviser register and an extract of its professional registers for the firms that provided advice about Shield and First Guardian during the periods it was sold and for the advisers who worked for those firms or their corporate authorised representatives. That extract will need to be machine readable (e.g. excel) and include at least the following details:

- full name of relevant licensees and their Australian financial services (AFS) licence numbers
- full name of all corporate authorised representatives (CARs) of relevant licensees, their AFS representative number and the dates the authorisation commenced and ceased (if applicable)
- full name of all financial advisers who are authorised representatives of relevant licensees and their employers (either the licensee or the CAR) and financial adviser number.

5.4 Non-Compliance

Clause	Reason for Non-Compliance	Proposed New Wording
Nil		



Australian Government
Digital Transformation Agency

dta Seller FOCI

Information Questionnaire Background

As part of the Australian Government's commitment to secure and resilient procurement practices, sellers responding to approaches to market for technology may be asked to complete this Foreign Ownership, Control or Influence (FOCI) Information Questionnaire.

This questionnaire supports the implementation of the [FOCI Risk Assessment Guidance](#), which comes into effect in July 2025 as part of the [PSPF Direction 001-2024](#). It is designed to help government buyers assess potential risks associated with foreign ownership, control, or influence in the supply chain when conducting a procurement for technology assets.

Instructions

- All questions must be answered.
- Where appropriate provide as much information as possible to support your answer.
- Where you have answered 'yes' to a question, evidence must be available at the Buyer's request.
- Where you have answered 'no' or 'unsure', please provide a brief explanation as to why this is the case.

Question	Answer
Section 1 – Intent	
Who is your company's ultimate parent? What country is it based in?	There is no parent. We are based in Australia.
Are any companies in your ownership structure based in other countries?	No. There are no other companies in our ownership structure.
Section 2 – Vendor Jurisdiction Hazard	
Is your company subject to any foreign laws requiring data sharing with governments?	No. We only operate in Australia. However, our data is backed up with AWS and Google Cloud and they are a foreign company subject to foreign laws.
Has your company or parent company ever been sanctioned by Australia or another country?	No. We have complied with all laws and do not operate outside Australia.
Has your company or parent company been sanctioned for corruption or similar practices in any jurisdiction?	No. We have complied with all laws and do not operate outside Australia.
Section 3 – State Ownership, Control or Influence	
Does your company or parent company have any state ownership?	No. We are a private company.

Is your company or parent company under any state control?	No. We are a private company.
--	-------------------------------

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FOCI Seller Questionnaire

OFFICIAL
OFFICIAL

Does your company or parent company receive state funding?	Yes, we receive funding from the Commonwealth Government. Information about this is publicly available in accordance with procurement rules.
Does your company or parent company have any special legal rights or status?	We are a registered charity.
Section 4 – Access and Control	
Is the product or service ever connected to the internet?	Yes, it is a website.
Is the product or service ever connected to other organisations' systems? Do third parties have access?	Yes. The website we plan to design will be accessible by our web developer, Essential Media.
Are there any data-sharing agreements related to this product or service?	No. There is no need to share data beyond the content that will be publicly available on the website.
Are there any other data-sharing agreements your company has?	No. We have not entered into any agreements to share data.

FOCI Seller Questionnaire

OFFICIAL

Probity Briefing

Australian Securities and Investment Commission

PROC2622-Consumer Support for Shield and First Guardian Collapse
September 2025

ADELAIDE | BRISBANE | CANBERRA | HOBART
MELBOURNE | PARRAMATTA | SYDNEY | WOLLONGONG

1. Probity briefing

- What is probity?
- Main probity principles
 - Value for Money
 - Impartiality and Fairness
 - Accountability and Transparency
 - Security and Confidentiality
 - Conflicts of Interest

2. Business as Usual Considerations

3. Evaluation Process Considerations

Probity Briefing



What is probity?

Document 25

ASIC FOI 2627-009

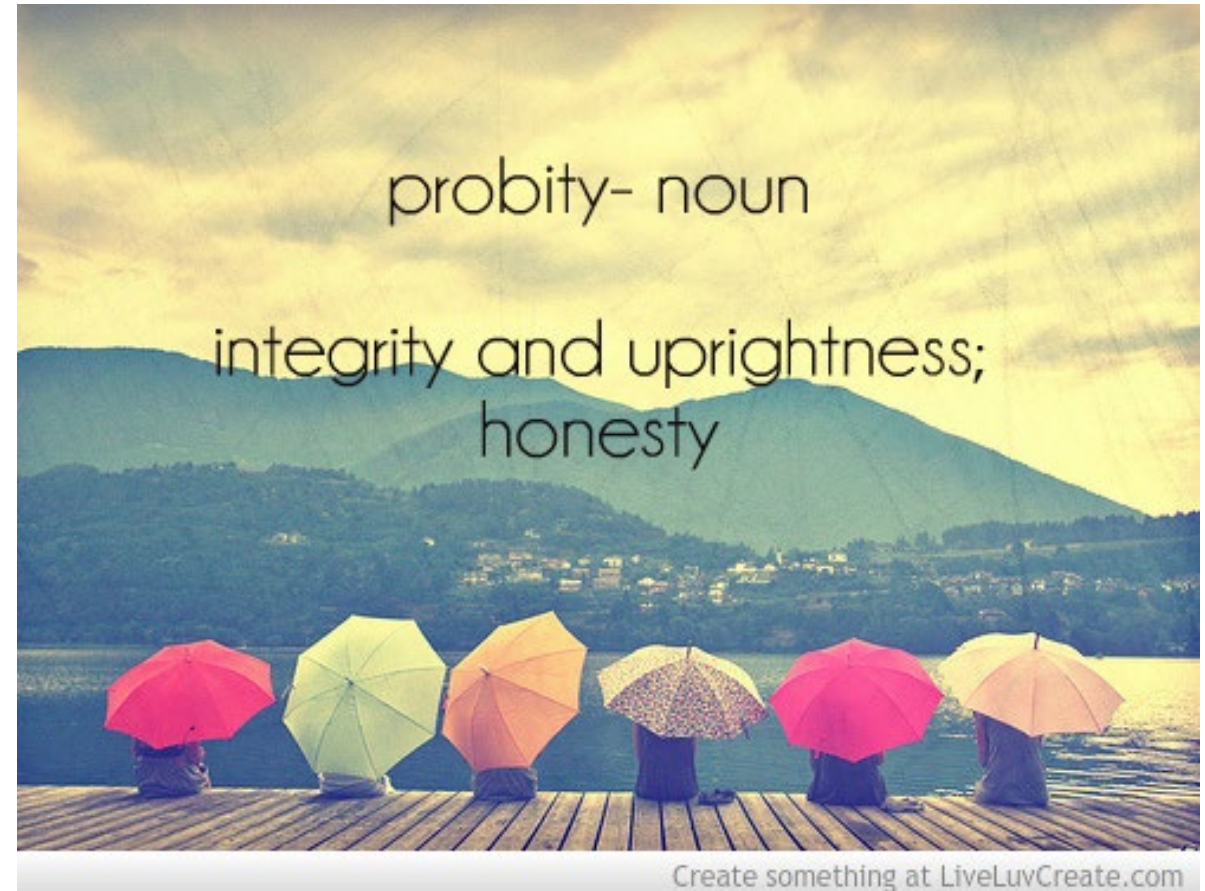
24

“Probity” essentially means integrity, uprightness and honesty.

Probity contributes to sound decision-making management processes that accord equal opportunities for all participants.

A procurement process cannot have a pre-conceived result.

A procurement process must be perceived as being fair, as well as being fair.



Why is Probity Important

Document 25

ASIC FOI 2627-009

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- *To protect you and your team.*
- *To meet legal obligations*
- *To meet government requirements*
- *To preserve the reputation of ASIC and the Australian Government*



Targeted Outcomes:

- To undertake a clear and fair procurement process.
- All Potential Suppliers are treated fairly and equitably
- All interactions are conducted with honesty, fairness and in good faith

Need to also ensure compliance with all applicable legislative obligations and Australian Government Policies

Probity Principle #1 – Value for Money

Document 25

ASIC FOI 2627-009

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Procurements should:

- *encourage appropriate competition and be non-discriminatory*
- *use public resources in an effective, efficient, ethical and economic manner*
- *facilitate accountable and transparent decision-making*
- *encourage appropriate engagement with risk*
- *commensurate with the scale and scope of business requirement*

Probity Principle #2 – Impartiality and Fairness

Document 25

ASIC FOI 2627-009

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- *Respondents invest considerable time, effort and resources in preparing and submitting submissions*
- *In return, they are entitled to expect fair treatment throughout the procurement process*
- *Respondents must receive the same opportunities, information, assistance and assessment as each other*
- *Any form of bias or preference could jeopardise the integrity of the procurement process and expose ASIC, or you to risk of complaints, reputational damage, court action, delay in the establishment of the Contracts and other negative consequences*

Document 25 Probity Principle #2 – Impartiality and Fairness

ASIC FOI 2627-009

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WHAT TO DO

- *Ensure the same information is provided to all Respondents through official channels only*
- *Consider your participation in social interactions with Respondents during the procurement process*
- *Evaluate submissions based on relevant considerations only – that is, on the evaluation criteria, submitted information, allowable clarifications and respondent due diligence*
- *Follow the process outlined in the approved Procurement Plan and where in doubt seek guidance from the Evaluation Team Chair or the Probity Advisor*

Probity Principle #3 – Accountability and Transparency

Document 25

ASIC FOI 262Z-009

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- *A transparent and accountable process builds the confidence of Respondents, and the community at large*
- *“**Transparency**” refers to the openness of the procurement process to scrutiny*
- *“**Accountability**” shows how the public interest has been protected in the appointment of the successful contractor and the expenditure of public funds*

Probity Principle #3 – Accountability and Transparency³¹

Document 25

ASIC FOI 2627-009

WHAT TO DO

- *Understand your role and limitations to decision-making*
- *Keep appropriate records relating to your role in the process, including minutes of meetings and decisions that have been made*
- *Ensure meetings with Respondents during the procurement period that relate to other (business as usual) matters:*
 - *are by appointment only and minuted*
 - *wherever possible, involve others*
 - *do not discuss the procurement process in any way*
- *Advise Respondents to only ask questions about the procurement process through formal channels*
- *Advise all within ASIC to direct queries to a single point*

Probity Principle #4 – Security and Confidentiality

Document 25

ASIC FOI 2627-009

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- *Confidentiality and security of information are fundamental to probity*
- *You have obligations to the Commonwealth but also to the Respondents to maintain confidentiality and security of information which is confidential or provided to you on a commercial-in-confidence basis*

Document 25 ASIC FOI 2627-009 Probity Principle #4 – Security and Confidentiality

WHAT TO DO

- *Familiarise yourself with your obligations under any confidentiality deed you sign*
- *Comply with the “need to know” principle*
- *Abide by any document management and security procedures that are in place when it comes to confidential information*
- *If you unintentionally receive confidential information relating to the procurement process, alert the appropriate RFP Contact, Evaluation Chair, or us as the Probity Advisor.*
- *Do not make public comment about the process without authorisation*

Probity Principle #5 – Conflicts of Interest

Document 25

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- *A **conflict of interest** involves a conflict between your role to serve the public interest and your private interests*
- *A conflict of interest might arise where those private interests could improperly influence the conduct of your official duties and responsibilities*
- *Conflicts of interest are not wrong in themselves, but they should be properly identified, declared and managed*

Probity Principle #5 – Conflicts of Interest

Document 25

ASIC FOI 2627-009

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- *Three types of conflict of interest (**Potential**, **Actual** and **Perceived**)*
- **Examples:** *You (or your close family/friends):*
 - *hold an interest (direct and close) in or association with a Respondent company or its personnel*
 - *Have close personal or professional relationships with employees of a Respondent*
 - *have previously worked for a Respondent*
 - *are offered a gift or benefit by a Respondent*
 - *have a very strong personal conviction about an issue that is being considered*
 - *hold a large shareholding in a Respondent company*
 - *have been offered employment by a Respondent company*

The undertaking of the services under any existing arrangements is to continue throughout the procurement process(es).

However, there are a number of additional considerations that must be observed:

- 1. Whilst meetings related to the business-as-usual requirements should continue there should be no discussion on the specific procurement process; and*
- 2. Attendance at social activities where Respondents are going to be present are highly discouraged during the procurement process*
- 3. There are to be no Gifts and/or benefits shared between ASIC, existing providers and potential Respondents at any time during the procurement process.*

Evaluation Process Considerations



Evaluation Team Members Responsibilities

Read and understand the Evaluation Plan.

Ensure you understand your role and responsibilities as outlined in the approved Evaluation Plan.

Evaluate and Score Responses in accordance with the approved Evaluation Criteria and Scoring Guidance in the Evaluation Plan.

Ensure evaluation commentary is sufficient to support the assigned scores

Remember that Conflict of Interest Declarations are an on-going obligation.

Should you become aware of an actual, potential or perceived COI during evaluation submit an updated Declaration

Follow the directions and instructions of the Evaluation Team Chair as required in the performance of your role

If you are unsure 'Ask Questions' or seek Guidance from the Evaluation Team Chair

Evaluation Process Considerations

Document 25

ASIC FOI 2627-009

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- **Clarifications**

- *Issues for clarification should be reviewed by the Evaluation Team Chair prior to release*
- *A review of the response to clarifications should be assessed to confirm it doesn't materially alter the response or introduce new information prior to being provided to Evaluation Team members*

- **Revising Scores**

- *Scores that are adjusted following verification activities (Clarifications, Presentations, Referees etc.) need to be supported by narrative and be defensible and equitable.*

Document 25 Reviewing Responses and Scoring

ASIC FOI 2627-009

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Writing Effective Commentary

- The purpose of written commentary is to provide evidence to support the scores
- Written commentary provides a record to assist in writing the Evaluation Report
- Written commentary provides a record to assist in debriefs.
- Written commentary should be concise and specific and note the strengths, weaknesses and risks on the response
- It should not be generic or leave interpretive doubt as to scoring.

DO

- ✓ Refer to the scoring guidance provided in the Evaluation Plan
- ✓ Be as concise as possible
- ✓ Be as specific as possible
- ✓ Link your commentary to examples from the response material where possible
- ✓ Call out where your assessment statements are a strength or a weakness. Consider using 'STR' or 'WKN' in front of a comment
- ✓ Document any risks associated with the Response that you identify. Consider stating 'RISK' in front of a comment
- ✓ Low scores need to be supported by WKN comments
- ✓ High scores need to be supported by STR comments.

DON'T

- ✗ Make statements which are inconclusive as to whether they are a strength or weakness, this should not be left open to interpretation by others.
- ✗ Use generic phrases (e.g., repeating the score definition such as 'meets expectations or Respondent has a good understanding of requirements
- ✗ Provide a high score but only provide negative comments
- ✗ Duplicate feedback across multiple Respondents except where you can demonstrate the responses were the same
- ✗ Provide a low score but only provide positive comments

- *Complaints received in relation to the process need to be treated appropriately and in a timely manner.*
- *If you are approached with a complaint, don't engage in discussions and request they submit the complaint in writing to the nominated Contact Officer in the RFQ – also make the Evaluation Team Chair aware.*
- *The **Commonwealth Procurement Rules** (section 6.8) require the following:*
 - *Application of timely, equitable and non-discriminatory procedures;*
 - *Acknowledgement of the complaint should be provided to the Complainant as soon as practicable after receipt*
 - *This doesn't require a formal decision on the complaint but that it has been received and acknowledged by ASIC*
 - *Where possible complaints should be managed internally through communication and conciliation.*
- *Complaints should be managed in accordance with ASICs internal complaints handling procedure*

- You should not penalise a Respondent for not having Commonwealth /ASIC experience – it is relevant experience you should be seeking
- Be on the look out for exclusionary, qualifying, limiting and departing language when you read responses including the cover letter/executive summary
 - Where you are unsure if this would result in a Response not meeting the Conditions for Participation or Minimum Form and Content Requirements, please raise these with the Evaluation Team Chair for consideration.
- **Ask Questions** – reach out to the Evaluation Team Chair if you have any queries or concerns in respect to the Responses you are evaluating. It is better to ask questions than guess the answer/approach
- **Reach out for Support** – If you require help and assistance, please reach out in the first instance to the Evaluation Team Chair. We are all here to help achieve the best outcome
- **Keep a Record** of your role in the process and your findings so you can easily refer back to a later time where required, such as any consensus meetings that may be required.

Questions

Please direct any questions to:

s 22

s 22

asic.gov.au



From: s s 22
To: s 22 s 22
Cc: [Tenders](#); s s 22 s 22 s 22
Subject: RE: Response to procurement FW: Specific Conflict of Interest , PROC2622 [SEC=OFFICIAL:Sensitive]
Date: Tuesday, 14 October 2025 5:16:27 PM
Attachments: [image001.gif](#)
[image002.png](#)
[image003.jpg](#)

Thanks s 22

We have met and discussed the response received to PROC2622.

We are comfortable that they demonstrate relevant skills and experience, a solid understanding of the work required and its context, and present a sensible overall plan and approach. We consider them the preferred supplier (if that is the correct language with only one bid).

The only potential concern is to ensure value for money. The price is a little higher than we were hoping for. We would like the opportunity to negotiate with the supplier on some scope and tasks – for example, we probably don't need the paid social media advertising, and may not need the translations for CALD audiences.

We might also want to consider setting this up in phases – with the later phases being contingent on us being happy with the performance to date.

Can you please advise on next steps?

Regards,

From: s 22 s 22

Sent: Friday, 10 October 2025 9:37 AM

To: s 22 s 22

Cc: Tenders

Subject: FW: Response to procurement FW: Specific Conflict of Interest , PROC2622 [SEC=OFFICIAL:Sensitive]

Hi s 22

Thank you for Specific Conflict of Interest response and I can confirm no conflicts have been declared.

Please find attached the single response for PROC2622, for your evaluation, noting the evaluation is subject to the probity provisions covered in the attached briefing document.

The response can not be shared with anyone external to the evaluation team, without consultation and approval from a Probity Advisor (from the Procurement Team).

Kind regards,

s 22

From: s 22 s 22 <s 22 s 22 asic.gov.au>

Sent: Thursday, 9 October 2025 3:08 PM

To: s 22 s 22 <s 22 s 22 asic.gov.au>; s 22 s 22

<s 22 s 22 asic.gov.au>

Cc: s 22 s 22 <s 22 s 22 asic.gov.au>; s 22 s 22
<s 22 s 22 asic.gov.au>

Subject: Specific Conflict of Interest , PROC2622 [SEC=OFFICIAL:Sensitive]

Importance: High

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Please do not hesitate to let me know if you have any questions.

Kind regards,

s 22

s 22

Procurement Manager

Professional Services - Procurement,
Enterprise Services

Australian Securities and Investments Commission

12 Moore Street, Canberra, ACT 2601

s 22

s 22 s 22 asic.gov.au

ASIC logo



Image of Doojoort Moort, artwork by Peter Farmer



ASIC acknowledges the Traditional Owners of the lands and waters on which we live and work. We pay respect to Elders past and present as the custodians of the world's oldest continuing cultures.

From: [REDACTED]
To: [REDACTED]
Cc: [REDACTED]
Subject: Re: ASIC procurement - consumer education [SEC=OFFICIAL:Sensitive]
Date: Wednesday, 15 October 2025 3:34:09 PM
Attachments: image001.jpg

You don't often get email from [REDACTED] superconsumers.com.au. [Learn why this is important](#)

EXTERNAL EMAIL: Do not click any links or open any attachments unless you trust the sender and know the content is safe.

Hi [REDACTED]

Certainly - when is convenient for you?

On Wed, 15 Oct 2025 at 15:31, [REDACTED] <[REDACTED]@asic.gov.au> wrote:

Hi [REDACTED]

Can we please find ½ hour to talk about your submission to our recent procurement – there are a few aspects we would like to further discuss.

Kind regards,

[REDACTED] (he/him)
Senior Executive Leader – Fintech

Markets Group

Australian Securities and Investments Commission

Level 5, 100 Market Street, Sydney NSW 2000

Tel: [REDACTED] | Mob: [REDACTED]

[REDACTED] [asic.gov.au](#)

EA: [REDACTED] | Tel: [REDACTED] [REDACTED] [asic.gov.au](#)

(I work flexible hours and at different times of the day - I do not expect that you will respond to this email outside your regular working hours)



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[REDACTED] She/Her
Director of Advocacy (Policy)



Working from home on the lands of the Muwinina people in Nipaluna/Hobart

S 22
S 22 superconsumers.com.au

superconsumers.com.au

57 Carrington Rd, Marrickville NSW 2204, Australia



We at Super Consumers Australia acknowledge the traditional custodians of this land on which we work, and pay our respects to the First Nations people of this country. Super Consumers Australia supports the Uluru Statement from the Heart.

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From: s 22 | s 22
To: s | s 22
Subject: Accepted: ASIC & Super Consumers Australia [SEC=OFFICIAL]

From: s 22 s 22
To: s s 22
Cc: s s 22 s 22 s 22 s 22 s 22
Subject: Ongoing evaluation RE: Response to procurement FW: Specific Conflict of Interest , PROC2622
[SEC=OFFICIAL:Sensitive]
Date: Thursday, 16 October 2025 3:24:48 PM
Attachments: [image001.gif](#)
[image002.png](#)
[image004.png](#)
[image005.png](#)
[image006.jpg](#)

Hi s 22

The email looks good the file note is perfect, my only suggestion is to include a sentence similar to:

The evaluation phase for PROC2622-Consumer Support for Shield and First Guardian Collapse remains in progress and any outcome is subject to Delegate approval.

Thanks,

s 22

From: s 22 s 22
Sent: Thursday, 16 October 2025 12:25 PM
To: s 22 s 22 ; s 22 s 22
Cc: s 22 s 22 ; s 22 s 22
Subject: RE: Response to procurement FW: Specific Conflict of Interest , PROC2622
[SEC=OFFICIAL:Sensitive]

Thanks s 22

s 22

We have met with SCA today and I wanted to follow up with a quick email. Can you please review the following draft

Dear s 22

Thanks for your time on the teams call earlier today.

We confirm that we would appreciate a revised quote based on the following revisions of scope.

- Advertising – make an optional extra if requested by ASIC
- Translation – following outreach to CALD communities, translation (of both core material and updates) an optional extra if agreed by ASIC
- Stage-gate at the end of phases 2 and 3 (so proceeding from stage 2 → 3 and 3 → 4 would be subject to agreement by both sides) – this would create a stop/go point at the end of phase 2 (December 2025) and end of phase 3 (March 2026).

Kind regards,

From: s 22 s 22 <s 22 s 22 asic.gov.au>
Sent: Thursday, 16 October 2025 11:37 AM
To: s 22 s 22 <s 22 s 22 asic.gov.au>
Subject: FW: Response to procurement FW: Specific Conflict of Interest , PROC2622
[SEC=OFFICIAL:Sensitive]

Hi s 22

Confirming a file note of our call with s 22 has been saved in the procurement folder as well as the email chain as required:

[20251016 File note - Call with Super Consumers Australia \(consumer education procurement\).docx](#)
[Emails with s 22 s 22 - Super Consumers Australia.msg](#)

Kind regards

s 22

s 22

Senior Specialist

Enforcement & Compliance

Australian Securities and Investments Commission

Level 20, 240 Queen Street, Brisbane, QLD, 4000

Mob: s 22

s 22 s 22 [asic.gov.au](mailto:s 22@asic.gov.au)

ASIC logo



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To: s 22 s 22 <s 22 s 22 [asic.gov.au](mailto:s 22@asic.gov.au)>

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s 22 <s 22 s 22 [asic.gov.au](mailto:s 22@asic.gov.au)>; s 22 s 22

<s 22 s 22 [asic.gov.au](mailto:s 22@asic.gov.au)>

Subject: RE: Response to procurement FW: Specific Conflict of Interest , PROC2622

[SEC=OFFICIAL:Sensitive]

Hi s 22

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Thanks,

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From: s 22 s 22 <s 22 s 22 [asic.gov.au](mailto:s 22@asic.gov.au)>

Sent: Wednesday, 15 October 2025 12:18 PM

To: s 22 s 22 <s 22 s 22 [asic.gov.au](mailto:s 22@asic.gov.au)>

Cc: Tenders <tenders@asic.gov.au>; s 22 s 22 <s 22 s 22 [asic.gov.au](mailto:s 22@asic.gov.au)>; s 22

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<s 22 s 22 [asic.gov.au](mailto:s 22@asic.gov.au)>

Subject: RE: Response to procurement FW: Specific Conflict of Interest , PROC2622

[SEC=OFFICIAL:Sensitive]

Thanks s 22

Do you have a preference between a phone call, meeting or email to the supplier – and do you want to be involved?

Regards,

From: s 22 s 22 <s 22 s 22 [asic.gov.au](mailto:s 22@asic.gov.au)>

Sent: Tuesday, 14 October 2025 5:36 PM

To: s 22 s 22 <s 22 s 22 [asic.gov.au](mailto:s 22@asic.gov.au)>

Cc: Tenders <tenders@asic.gov.au>; s 22 s 22 <s 22 s 22 [asic.gov.au](mailto:s 22@asic.gov.au)>; s 22

s 22 <s 22 s 22 [asic.gov.au](mailto:s 22@asic.gov.au)>; s 22 s 22

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Subject: RE: Response to procurement FW: Specific Conflict of Interest , PROC2622

[SEC=OFFICIAL:Sensitive]

Hi s 22

Yes, we still use the terminology of preferred supplier and there is no obligation to let the supplier know they were the only respondent.

As a continuation of the evaluation process you can ask further questions around scoping, costs

and as a last stage you can request a best and final offer on pricing.

The important point is to document all contact and save responses to the supporting documents folder.

The above should also inform the evaluation outcome and assist in justifying value for money.

A phased approach may also be captured in the contract should the procurement proceed to that step, and as you describe, could be subject to performance, ongoing business need and be at ASIC's discretion.

More than happy to discuss any of the above in further detail if required.

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[SEC=OFFICIAL:Sensitive]

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We have met and discussed the response received to PROC2622.

We are comfortable that they demonstrate relevant skills and experience, a solid understanding of the work required and its context, and present a sensible overall plan and approach. We consider them the preferred supplier (if that is the correct language with only one bid).

The only potential concern is to ensure value for money. The price is a little higher than we were hoping for. We would like the opportunity to negotiate with the supplier on some scope and tasks – for example, we probably don't need the paid social media advertising, and may not need the translations for CALD audiences.

We might also want to consider setting this up in phases – with the later phases being contingent on us being happy with the performance to date.

Can you please advise on next steps?

Regards,

From: s 22 s 22 <s 22 s 22 [asic.gov.au](mailto:s 22@asic.gov.au)>

Sent: Friday, 10 October 2025 9:37 AM

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s 22 s 22 asic.gov.au

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From: s 22 s 22
To: s s 22
Subject: FW: Response to procurement FW: Specific Conflict of Interest , PROC2622 [SEC=OFFICIAL:Sensitive]
Date: Thursday, 16 October 2025 11:36:00 AM
Attachments: [image004.gif](#)
[image005.png](#)
[image006.jpg](#)
[image001.png](#)
[image002.png](#)

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s 22

Senior Specialist

Enforcement & Compliance

Australian Securities and Investments Commission

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Mob: s 22

s 22 s 22 asic.gov.au

ASIC logo



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Sent: Wednesday, 15 October 2025 11:48 AM

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Cc: Tenders ; s 22 s 22 ; s 22 s 22 ; s 22 s 22

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<s 22 s 22 [asic.gov.au](mailto:s 22@asic.gov.au)>

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<s 22 s 22 [asic.gov.au](mailto:s 22@asic.gov.au)>

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s 22

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s 22 s 22 [asic.gov.au](mailto:s 22@asic.gov.au)

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File note**Call with** s 22 s 22 **Super Consumers Australia****16 October 2025**

Attendees: s 22 s 22 s 22 s 22 s 22 s 22

- ASIC has not yet made a decision in relation to procurement.
- Want to explore whether there is any flexibility in the budget, noting ASIC's value for money mandate.
- s 22 walked through budget breakdown and explained where there was some ability to scale costs:
 - Largest aspect of budget is web provider, however there is some room for negotiation (e.g. could cap costs). Can move around on ad budget and paid promotions.
 - Website updates – another area that can be scaled, e.g. updates every other week rather than every week or could put a cap on it and spread costs as required.
 - Translation is a big question mark. Costs about \$30 per hundred words, so best guest estimate on these costs.
 - s 22 time – essentially to cover salary so not a lot of room to move here.
 - Legal costs are mostly to prepare complaint templates particularly re super trustees. Not easy to find someone willing to give legal advice on this. Not a lot of room to move here.
- s 22 queried whether there could be an opportunity for contracting in stages at stop/go points at 3 or 6 months.
- s 22 explained that once the main advertising is done, there is just a monthly ongoing fee (which can be scaled up or down). Minimum cost for maintaining website is \$300/month.
- Super Consumers would need regular payments, not at the end of the contract period.
- Could run the contract to the end of March with option for an extension.
- s 22 will send an email requesting a revised quote on budget.
- s 22 proposed idea for how to identify required languages (getting postcode data and ages and cross-referencing census data).
- s 22 also discussed ideas to prevent social media advertising from lead generators in the first place (referring to Choice activity in this space).

From: [REDACTED]
To: [REDACTED]
Cc: [REDACTED]
Subject: Re: ASIC procurement - consumer education [SEC=OFFICIAL:Sensitive]
Date: Wednesday, 15 October 2025 3:34:09 PM
Attachments: image001.jpg

You don't often get email from [REDACTED] superconsumers.com.au. [Learn why this is important](#)

EXTERNAL EMAIL: Do not click any links or open any attachments unless you trust the sender and know the content is safe.

Hi [REDACTED]

Certainly - when is convenient for you?

On Wed, 15 Oct 2025 at 15:31, [REDACTED] <[REDACTED]@asic.gov.au> wrote:

Hi [REDACTED]

Can we please find ½ hour to talk about your submission to our recent procurement – there are a few aspects we would like to further discuss.

Kind regards,

[REDACTED] (he/him)
Senior Executive Leader – Fintech

Markets Group

Australian Securities and Investments Commission

Level 5, 100 Market Street, Sydney NSW 2000

Tel: [REDACTED] | Mob: [REDACTED]

[REDACTED] [asic.gov.au](#)

EA: [REDACTED] | Tel: [REDACTED] [REDACTED] [asic.gov.au](#)

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[REDACTED] She/Her
Director of Advocacy (Policy)



Working from home on the lands of the Muwinina people in Nipaluna/Hobart

S 22
S 22 superconsumers.com.au

superconsumers.com.au

57 Carrington Rd, Marrickville NSW 2204, Australia



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From: S S
To: S S
Cc: S S 22 S S S S 22
Subject: Re: ASIC procurement - consumer education [SEC=OFFICIAL:Sensitive]
Date: Monday, 20 October 2025 6:11:31 PM
Attachments: [image001.jpg](#)
[Super Consumers Australia - CCS - Approach to Market PROC2622 - SOR Consumer Education to support Shield and First Guardian - REVISED.docx.pdf](#)

EXTERNAL EMAIL: Do not click any links or open any attachments unless you trust the sender and know the content is safe.

Hi S 22

Thank you for your time last Thursday and your invitation to revise our response. Please find attached a revised response in accordance with your email.

Please let me know if you have any questions.

Regards,

S 22

On Thu, 16 Oct 2025 at 15:40, S S 22 <S 22s 22 asic.gov.au> wrote:

Dear S

Thanks for your time on the teams call earlier today.

We confirm that we would appreciate a revised quote based on the following revisions of scope.

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- Translation – following outreach to CALD communities, translation of both core material and updates an optional extra if agreed by ASIC
- Stage-gate at the end of phases 2 and 3 (so proceeding from stage 2 → 3 and 3 → 4 would be subject to agreement by both sides) – this would create a stop/go point at the end of phase 2 (December 2025) and end of phase 3 (March 2026).

The evaluation phase for PROC2622-Consumer Support for Shield and First Guardian Collapse remains in progress and any outcome is subject to Delegate approval.

Kind regards,

From: S S 22

Sent: Wednesday, 15 October 2025 3:32 PM

To: S 22 S 22 <S 22 superconsumers.com.au>

Cc: S 22 S 22 <S 22 S 22 asic.gov.au>; S S <S 22s 22 asic.gov.au>

Subject: ASIC procurement - consumer education [SEC=OFFICIAL:Sensitive]

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S S 22 (he/him)

Senior Executive Leader – Fintech

Markets Group

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--



§ 22 § 22 She/Her
Director of Advocacy (Policy)

Working from home on the lands of the Muwinina people in Nipaluna/Hobart

§ 22 superconsumers.com.au
§ 22

superconsumers.com.au
57 Carrington Rd, Marrickville NSW 2204, Australia



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Response to Approach to Market
to establish
Contract for Consumer Support for Shield and First Guardian
Collapse

ATM Reference ID: PROC2622

This Response will be prepared and lodged in accordance with the Minimum Content and Format requirements as set out in A.A.1 [Key Information and Dates].	x Yes ☐ No: Do not proceed as your Response will not be eligible for further consideration
This Response will demonstrate our ability to meet the Conditions for Participation as set out in A.A.1 [Key Information and Dates].	x Yes ☐ No: Do not proceed as your organisation will not have the ability to fulfil the requirements of the procurement.

Potential Supplier's Contact Officer

For all matters relating to this Response, the Potential Supplier's Contact Officer is:

Potential Supplier Name:	Super Consumers Australia
Contact Name:	s 22 s 22
Position:	Director of Advocacy (Policy)
Telephone:	s 22
Email Address:	s 22 superconsumers.com.au
Postal Address:	57 Carrington Rd, Marrickville NSW 2204, Australia

Part 1 – Potential Supplier's Details

1.1 Potential Supplier's Details

Organisation's Full Legal Name:	Superannuation Consumers' Centre Ltd
Legal Entity Type:	☐ Individual/Sole Trader ☐ Partnership ☒ Company ☐ Sole Director Company ☐ Trust (see note below) ☐ Educational Institution (see note below) ☐ Other (please state):
NOTE FOR TRUSTS: If the Potential Supplier is trading as a trust , please provide details of the relevant trust (and trustee) including a copy of the relevant trust deed (including any variations to that deed) as an attachment to this Response.	
NOTE FOR EDUCATIONAL INSTITUTIONS: If your Response is successful, prior to entering a Contract you will be required to provide details of any enabling legislation as well as details of any delegations or other authorisations that are relevant to the execution of a contract.	
Australian Business Number (ABN):	34163636566
Australian Company Number (ACN):	163636566
Australian Registered Body Number (ARBN):	n/a
Registered Address:	57 Carrington Rd, Marrickville NSW 2204, Australia

1.2 Previous Judicial Decisions

Has your organisation, or where relevant any of its directors, ever had a judicial decision against them (not including decisions under appeal) relating to employee entitlements or engaged in practices that have been found to be dishonest, unethical or unsafe?	☐ Yes, see below. ☒ No
If yes , what was the date of discharge? <i>The Supplier acknowledges that the giving of false or misleading information to the Commonwealth is a serious offence under section 137.1 of the schedule to the Criminal Code Act 1995 (Cth).</i>	(DD/MM/YYYY) <i>Note: The Customer cannot enter a contract with a supplier who has an undischarged judicial decision relating to employee entitlements.</i>

1.3 Workplace Gender Equality

Is your organisation classified as a 'relevant employer' under the Workplace Gender Equality Act 2012 (the WGE Act)? See https://www.wgea.gov.au/about	☐ Yes, I am a relevant employer ☒ No, I am not a relevant employer
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If yes, you are required to provide a current letter of compliance with the WGE Act prior to entering into a contract. Have you provided a letter of compliance with this Response?	☐ Yes ☐ No, I will provide a current letter of compliance prior to contract
NOTE: If the Potential Supplier is successful in this ATM process and where the Supplier is a relevant employer under the WGE Act, the Supplier must provide evidence that it complies with its obligations under the WGE Act before commencement of any Contract and, if the term is more than 18 months, within 18 months of commencement and annually thereafter for the duration of the Contract. If the Supplier becomes non-compliant with the WGE Act during the course of the Contract, the Supplier must notify the Customer's Contact Manager in writing within 10 Business Days. Compliance with the WGE Act does not relieve the Supplier from its responsibilities to comply with its obligations under the Contract.	

1.4 Indigenous Businesses

Is your organisation: 50% or more Indigenous owned? - a joint venture that is 50% or more indigenous owned which can demonstrate equal indigenous representation and involvement in the management of the joint venture?	☐ Yes – see question below. ☒ No – proceed to section 1.5.
Is your organisation registered on Supply Nation?	☐ Yes ☐ No – see note below ☒ Not Applicable
NOTE: Please provide a certificate or letter from a recognised Indigenous organisation such as Land Council, Indigenous Chamber of Commerce or Office of the Registrar of Indigenous Corporations verifying Indigenous ownership.	

1.5 Potential Supplier's Contract Manager

For matters relating to the proposed Contract, the Potential Supplier's Contract Manager will be:

Name:	s 22 s 22
Position Title:	Director of Advocacy (Policy)
Telephone:	n/a
Mobile:	s 22
Email Address:	s 22 superconsumers.com.au
Postal Address:	57 Carrington Rd, Marrickville NSW 2204, Australia

1.6 Potential Supplier's Address for Notices (if different from the Contract Manager)

Name:	as above
Position Title:	
Email Address:	
Postal Address:	

Part 2 – Executive Summary

2.1 Executive Summary of Potential Supplier's Proposal

Website

We will create a 'one stop shop' website that provides accurate information, practical advice and tools for consumers impacted by the Shield and First Guardian collapses through their regulated superannuation fund (either registrable superannuation entity or self-managed superannuation fund (SMSF)) ("impacted consumers"). The website will be user-friendly, mobile-responsive, secure and accessible.

Content will include information to support consumer understanding, resilience, and protection from further harm as well as self-help tools to support consumers to assert certain legal rights for redress in relation to investment losses.

Content will be supported by appropriate graphical and audio/visual content based on stakeholder needs analysis and feedback.

Stakeholder engagement and outreach

A stakeholder engagement and outreach campaign will be undertaken to identify the needs of impacted consumers and seek feedback on prepared content, which will initially be drafted in plain English. Stakeholders will include investor groups, legal clinics, law firms, financial counsellors, consumer advocates, community groups and regulatory bodies (e.g. ASIC and AFCA).

Following outreach, we will identify if there are impacted consumers from culturally and linguistically diverse (CALD) backgrounds who would benefit from content (written or spoken) in languages other than English and if so, what languages. We will then put together a proposal for ASIC to consider which outlines which languages, what content, the impacted consumers likely to benefit from translation and the costs associated with the translation. If ASIC approves the proposal, we will arrange for the translation of the content into the approved languages. As part of our outreach and proposal, we will also consider other needs or preferences impacted CALD consumers may have for content (e.g. video). This information will also be used to inform our promotion proposal.

Promotion campaign

The website and key messages for consumers will be promoted through a three month campaign, starting mid December and running until mid March 2026, with initial messaging focussed on raising the profile of the issues and the web content and the latter phase focussed on highlighting key AFCA complaint deadlines in Autumn 2026. Promotion will include social media advertising as well as proactive and reactive media engagement and targeted promotion within affected community groups, in partnership with local organisations (where required).

The promotion campaign will commence only on agreement of both parties. We will provide ASIC with a proposal outlining the costs associated with paid advertising for ASIC's approval.

Maintenance

The website will be maintained during the length of the initial contract (6 months) which provides for the website build and promotion campaign. Following the end of the initial contract, ASIC has the option to fund the ongoing maintenance and updates to the website. This would include updates to the website content weekly throughout the contract extension to ensure accuracy and relevance of content as circumstances change over time. As appropriate, we will also promote updated content using social and mainstream media.

Ongoing stakeholder feedback will be solicited and fed into updates to ensure the content is presented in a manner that is practical for impacted consumers.

Ongoing monitoring of website and self-help tools will be undertaken to measure efficacy and drive improvements where required.

Reporting

We will provide ASIC with a stakeholder engagement and consultation report which summarises the work undertaken as well as results achieved at the end of the contract. If the contract is extended, this report will be provided at the end of the contract and cover the entire period of the contract including all extensions.

2.2 Conditions for Participation

No Conditions for Participation specified.

Part 3 – Ability to Meet the Requirement

3.1 Detailed Proposal to Meet the Customer’s Requirement

We propose to undertake the work set out in section A.A.2 of this ATM in five phases. Some of these phases will overlap in timing, but have been separated out thematically for ease of planning. Timeframes assume work will start on 13 October 2026 and will be adjusted proportionately from the date any contact is actually executed. Note that staff take holidays during the Christmas to Australia Day period and this may cause delays if the contracted work is not commenced on the proposed start date.

Phase 1: Website (October - November 2025)

Key deliverables:

- website
- educational content
- financial adviser > licensee lookup tool
- translation proposal

In the first phase of work, which will begin on 13 October 2025 or the date a contract is signed, whichever is later, we will build a simple, easy to navigate, mobile-responsive, secure and accessible website complying with the WCAG 2.1 accessibility standards. Work on the website will be completed by Essential Media (our existing website provider) and will happen at the same time as content generation, which will be undertaken by Super Consumers.

Because of the time sensitivity, the priority will be to get the website online and educational content up on the website first. The focus for this content will be to ensure that it is in plain English and that it can easily be translated using web-based translation services e.g. Google Translate. Educational content in this phase will include guidance about:

- how to identify the entities responsible for any products and services the impacted consumer received (adviser, super trustee, managed investment scheme)
- how to make a complaint to the entity directly and if unsuccessful to AFCA
- how to prepare and write the complaint, which issues to raise, what resolution to request and what information to include
- other options impacted consumers may have, like participating in a class action
- how liquidations work and how to participate in the liquidations for Shield or First Guardian (for impacted consumers with SMSFs)
- how to protect yourself from further attempts to mislead or take advantage of investors (eg scam complaint management firms)
- other content we believe would be of benefit to impacted consumers, based on our experience and/or community engagement.

Engagement and consultation will take place with stakeholders during this period. Stakeholders include but are not limited to ASIC, AFCA, investor groups, consumer advocates, legal clinics, law firms and financial counselling organisations who are assisting impacted consumers.

We will also reach out to community groups leveraging established relationships to identify other cohorts of impacted consumers, particularly impacted CALD consumers. The primary goal will be to identify other impacted consumers who are not well served by English language content. A more concrete understanding of the demographics and information / support needs of impacted consumers will assist with developing an effective communications plan and promotion strategy.

We will also develop a proposal relating to translation for ASIC to consider, which outlines which languages, what content, the impacted consumers likely to benefit from translation and the costs associated with the translation. The proposal will be informed by other needs or preferences impacted CALD consumers may have for content (e.g. video).

In conjunction with ASIC and Essential Media, we will develop a financial adviser -> licensee lookup tool to be integrated into the website based on a static data set provided by ASIC which includes information about advisers involved with Shield or First Guardian during relevant periods. Delivery of this tool will be dependent on ASIC providing a clean set of data which includes the relevant licensees and authorised representatives.

We will soft-launch the website at the end of this phase using community partners to target specific groups. We will continue to collect feedback during the phase and amend content in response as appropriate.

Phase 2: Consultation and expanded tools (November - December 2025)

Key deliverables:

- complaint pathway tool
- checklists and complaint templates
- communications plan
- advertising strategy
- paid promotion proposal

During this phase we will deliver the following self-help tools:

- a complaint path tool to assist consumers to identify who they can complain about and to whom, depending on their circumstances
- checklists for preparing complaints or lodging proofs of claim in liquidation proceedings
- template complaint letters.

In this phase, we will also:

- develop a communications plan designed to target impacted consumers, including CALD consumers
- develop an advertising strategy designed to best leverage paid advertising to target impacted consumers with key messages
- develop a paid promotion proposal based on the advertising strategy for ASIC to consider and approve in its discretion
- develop audio/video and graphical content to support the educational content and advertising campaign based on stakeholder feedback.

While paid advertising is an optional component of this Response, we strongly recommend including paid advertising to expand the reach of the campaign.

If translation is approved by ASIC, and in accordance with the scope of that approval, we will also:

- translate key educational content on the website
- translate audio/visual and graphical content to support the educational content and advertising campaign.

A key component of the communications plan will involve partnering with relevant community organisations to ensure that we fully understand the needs of impacted consumers, identify gaps / areas for improvement, and design communications that meet those needs. There is a risk that CALD consumers who have received poor advice from financial advisers or had other poor dealings with members of their own communities may feel uncomfortable complaining about them and may be reluctant to lodge complaints. As such, issues relating to the collapses will need to be raised in a culturally appropriate manner with the guidance and support of community leaders.

Phase 3: Promotion (December 2025 - March 2026)

Key deliverables:

- promotion campaign
- media engagement

If agreed by both parties and in accordance with the communications strategy, advertising plan and any paid promotion proposal agreed by ASIC, in this phase, we will hard-launch the website. The campaign will start mid December 2025 and run through until mid March 2026. Initial advertising will raise awareness for the website and its content as well as continue to raise awareness about the issues and key actions impacted consumers need to take. While the period immediately before Christmas until after Australia Day tends to be a poor time to promote content because people may be on vacation and travelling, it is also a period when people have more free time to focus on things other than work and may be more likely to engage with media. Because of the dearth of media content available during the period, it is also easier to get media attention.

Towards mid-March 2026, we will focus on warning impacted consumers about the deadline to make AFCA complaints about advisers whose AFCA memberships are expiring in the period of April - August 2026.

While it will be tailored to the needs of impacted consumers as identified in through consultation and outreach, the advertising campaign will likely include:

- paid social media promotion on LinkedIn and Facebook (if approved by ASIC)
- the creation of engaging social media content (e.g. graphics, videos)
- engagement with the Shield Master Fund subreddit
- pitching stories to consumer focussed media (e.g. ABC, Daily Mail, news.com.au or The Guardian) and well as non-English media (e.g. SBS).

We will also promote the website through reactive media as opportunities arise.

Phase 4: Monitoring and reporting (April 2026)**Key deliverables:**

- stakeholder engagement and consultation report

At the end of the contract, we will provide ASIC with a stakeholder engagement and consultation report which contains a summary of:

- the communications plan, including outreach to CALD communities
- stakeholder engagement, consultation and outreach activities undertaken
- findings from our outreach and stakeholder engagement activities
- information about the demographics of impacted consumers, to the extent we are able to identify them through outreach
- the impact that stakeholder engagement, consultation and outreach activities have had on the other deliverables.

If the contract is extended, this report will be provided at the end of the last extension and cover the entire period of the contract including and all extensions.

We will track the impact of our work through website usage statistics (including in relation to the tools), social media engagement and media statistics (e.g. mentions and share of voice) as well as advertising metrics. We will provide ASIC with a summary of these statistics on request.

Optional extension - Phase 5: Maintenance and updates (April 2026 - October 2026)

Key deliverables:

- updates to educational content
- audio/visual content to support updates

We anticipate based on our experience with the Shield and First Guardian matters that relevant information for impacted consumers will change frequently and it will be important to inform consumers of these changes. For example, AFCA recently extended the AFCA memberships of two advice licensees in order to allow consumers additional time to make a complaint. This change is highly relevant information for impacted consumers and it is important that it be communicated to them efficiently.

After the initial term of the contact (6 months), ASIC has the option to extend the contract to maintain ongoing updates to the website as follows:

- In order to ensure the content on the website remains current, we will undertake at least weekly updates of the content on the website where appropriate to maintain its accuracy and relevance during the entire term of the contract. Updated and new content will be clearly marked so that users know it has been updated.
- In order to ensure that consumers are aware of updates, we will create a mailing list that users can subscribe to if they wish to receive website updates. Users will be able to subscribe to the list with an online form. The list will collect a minimum of personal information (i.e. email address will be the only required field) and consumers will be able to unsubscribe from this list. Email addresses will be kept in accordance with the Australian Privacy Principles, including in relation to the security of that information.
- Where updates are particularly important in our view, we will use social media and other media opportunities to promote awareness of them.
- We will develop audio/visual content to support updates where appropriate.

Additional considerations

Duration - the website will be maintained for a minimum of 6 months; however, the pricing information in section 5.1 sets out the costs for maintaining the website for additional periods of time.

Scope - the website content will focus on Shield and First Guardian as set out in the ATM; however, the pricing information in section 5.1 sets out the costs for extending the content to other similar investment collapses impacting superannuation members (e.g. Australian Fiduciaries). We reserve the right to include other content on the website that we feel, based on our experience or community engagement, would be beneficial to impacted consumers at our own cost.

Translation - this Response provides for the optional translation of key website content into other languages from plain English. At this time, we do not know whether there are communities who speak languages other than English who would benefit from content in other languages and if so, what languages. We have undertaken some stakeholder engagement to date to better understand the demographics of impacted consumers, including consultation with AFCA and ASIC's enforcement team. To date, none of the groups we have engaged with have identified cohorts of impacted consumers who do not speak English as a first language. After further outreach is undertaken, we will be in a better position to consider what languages will be most useful to translate into. Section 5.1 below sets out the costs associated with translation.

It is also important to note that culturally and linguistically diverse (CALD) peoples may have needs beyond simply translation. For example, some audiences may have a preference for information to be conveyed in a specific format (e.g. using images). These needs will be taken into account as part of our communications plan and advertising strategy.

Legal review - we will obtain legal review of checklists, complaint templates and other content as required to ensure accuracy of information and guidance.

a) Commonwealth Supplier Code of Conduct

Has the Potential Supplier ever been investigated for a potential breach, or has been found to have actually breached, the Commonwealth Supplier Code of Conduct in connection with a Commonwealth contract?	☐ Yes, see below. ☒ No
If yes, provide further details:	

Not applicable.

b) Standards

Essential Media has partnered with numerous organisations and campaigns in the disability advocacy and support sector, and as such have vast experience in adhering to disability standards. They build all of their campaign websites in compliance with WCAG 2.1 AA standards, so that they are accessible to a wide range of users, including those with visual, auditory, physical, speech, cognitive, and neurological disabilities.

Some examples include:

- <https://disabilitydialogue.com.au/>
- <https://cpactive.org.au/>

To ensure the security of the website, we will use:

- An individual AWS Lightsail instance for each Wordpress website
- ManageWP to ensure updates and backups are regular
- Sucuri for protection and monitoring of threats
- Essential maintains [Far Edge](#) on call for cyber security and backend management support.

We will comply with relevant standards relating to electronic communications as we currently do with our email distribution list. We will also comply with the Australian Privacy Principles in relation to the creation of a distribution list for the contracted website. In particular, the list form will be designed to collect only an email address at minimum to subscribe. The form will ask for optional information designed to assist us to support impacted consumers (e.g. postcode, languages spoken). To the extent that we receive other personal information (e.g. if someone chooses to share their story with us), we will continue to follow our current practices in relation to that information including:

- obtaining consent to the collection and use of that information
- explaining how we will use information we collect, if at all
- only collecting information we need to collect for the stated use
- limiting access to personal information to those who need to access it
- ensuring that personal information that is retained is retained securely in our systems and that those systems (which are maintained by CHOICE) comply with appropriate security measures.

Part 4 – Potential Supplier’s Demonstrated Capability and Capacity

4.1 Statement of Skills and Experience

Super Consumers Australia

Super Consumers Australia is the advocate for people on low and middle incomes in Australia’s superannuation system. We were founded to fight for an accountable and fair super system that delivers great service and great financial outcomes in retirement. Based on deep research, we influence policymakers, hold super funds accountable, and help consumers maximise and manage their super. Formed in 2013, we are an independent, not-for-profit organisation and a leading voice for consumers of superannuation products and services. Our primary funding comes through a small APRA levy on super funds.

We are consumer advocates with a reputation for fearless advocacy on behalf of consumers. We have a proven track record and public profile advocating on behalf of consumers impacted by the Shield and First Guardian matters. We cut through the spin and give people guidance they can understand and action.

Subject matter expertise

Our staff have significant experience in subjects relevant to this ATM. Two of our team have previously worked for ASIC and have strong working knowledge of the Corporations Act, including rules relating to AFCA complaints. Two of our staff have senior leadership experience working for superannuation regulators (APRA and ASIC) and have developed strong strategic, subject matter, and stakeholder engagement expertise in addition to a solid understanding of the Superannuation Industry (Supervision) Act and APRA prudential standards. One of our team members has practiced bankruptcy and insolvency law in a pensions context. One of our team members has significant experience working with CALD communities including new migrants to Australia. Two of our team have significant experience working for other consumer advocacy groups and maintain strong relationships with financial counsellors and legal clinics as a result. Our ability to generate content relevant to Shield and First Guardian is demonstrated by the content on our website, including but not limited to our content on Shield and First Guardian:

[What you need to know about Shield and First Guardian Master Funds](#)

Stakeholder engagement

We are the only independent organisation that is dedicated to advancing the interests of super consumers. We have a strong track record of identifying consumer harms and engaging successfully with Government and other stakeholders to address these issues. As a result of our advocacy work, we have strong relationships with other consumer advocates, legal clinics, financial counsellors and government and regulatory bodies, including ASIC. These relationships ensure that we are able to effectively communicate with key stakeholders in the super ecosystem and provide us with access to information about key issues. For example, our relationships with other consumer groups have given us important information about the consumers impacted by Shield and First Guardian as well as commitments to assist us in promoting content through media and directly to their consumer stakeholders.

Consumer engagement

While we do not provide casework services to individual consumers, we do regularly engage with consumers who are looking for information or wish to share their experiences with us. Our investigative journalism about First Guardian was in response to consumers who came to us:

[How dodgy super advice destroyed Peter’s life savings](#)

[Rotten nest eggs: How super funds failed thousands of Australians](#)

We have also been approached and have been engaging with a Shield/First Guardian investor group in relation to the need to provide more information to impacted consumers.

Media engagement

We have a demonstrated ability to work with media to raise awareness about key issues. For example, we were heavily covered in the media in the last year in relation to: the credential stuffing attacks, the Hesta limited service period, matters relating to Shield and First Guardian and death benefits, including in relation to our research about death benefit nominations and our report about First Nations peoples' access to super. In this regard, we have a demonstrated ability to get coverage proactively as well as reactively (people reach out to us as the consumer voice about super). Compared to peer superannuation advocacy bodies, we have held over 50% the share of voice about superannuation in Australian media in the last year and over 80% in the last six months.

Independence

We are independent from the super industry. Our board members do not represent any superannuation fund or insurance company, employer-sponsor or union. Our Government funding is determined by the Government, not any particular fund, though it is industry funded in the same way ASIC and APRA are funded. Our independence is important to building and maintaining consumer trust. This is particularly important with respect to Shield and First Guardian as impacted consumers are upset and distrustful of the various entities they see as being responsible for the loss of their super (based on what they have told us). In our view, if this work were undertaken by someone who was not independent, consumers might not follow the advice because they might believe it was biased in favour of someone who was avoiding responsibility.

Essential Media

Essential Media is Super Consumers' existing website provider. It harnesses over 25 years of research insights and strategy counsel to deliver winning campaigns that strengthen their clients and their communities. Founded in 1997, Essential has more than two decades of experience working with not-for-profit organisations across diverse sectors.

Essential has unparalleled experience at helping Australian non-profits determine competing priorities, map out effective strategy, and build internal communications expertise and capacity. They are able to provide a range of communications services to fill in gaps that Super Consumers has in its skillset, while working with the expertise we do have. This avoids duplication.

Essential takes an outcomes-focussed approach and is able to provide impact measurement, which will allow us to assess the success of our work.

Essential has vast experience in developing and executing communication and advertising strategies and have developed and executed countless communication and advertising strategies for a broad range of clients across sectors such as education, union, disability, environment, not-for-profit.

Essential has a strong expertise in buying and managing social media advertising. For example:

- Managing cross platform social media advertising for the Thrive by Five campaign to build awareness, convert target audiences into supporters and drive traffic to their website. This includes advertising concept development, production project management, ad publishing, monitoring and reporting.
- Managing a Meta ad buy for the Australian Education Union during the 2022 Federal Election, to persuade target audiences to reconsider their vote for a party with policies that would deliver their advocacy goals. This included advertising concept development, copy writing, graphic design, ad publishing, monitoring and management and reporting.

- Managing a YouTube ad buy for the Reading Writing Hotline to drive traffic to their website and increase awareness of their service offering.

4.2 Specified Personnel

Name	Position/Role	Current Security Clearance Level [#]	Percentage of Total Project Time
Not applicable.			
Total personnel time			100%

[#] if requested at A.A.2(b)

4.3 Subcontractors

Full Legal Name:	Essential Media Communications PTY LTD
Postal Address:	Level 1, 341 George St Sydney NSW 2000
ABN/ACN/ARBN:	ABN 48 074 671 462
Is this subcontractor registered on Supply Nation or 50% or more Indigenous owned?	No

a) Scope of Works to be Subcontracted

Website development - Super Consumers uses Essential Media to provide website development, hosting and maintenance. Essential will provide any advice required to comply with website security and accessibility requirements.

Promotion of content - Essential Media will also assist with developing and delivering a communications plan and advertising strategy to reach people of different backgrounds in order to ensure that as many impacted consumers are aware of their rights as possible.

Legal services - Super Consumers does not employ any practising lawyers. In order to ensure that the content produced relating to legal rights and redress is correct, it is important that it is reviewed by a qualified lawyer with appropriate expertise. It is likely that the advice required will need to be provided by more than one firm (i.e. one firm with experience relating to superannuation and AFCA complaints and one firm with experience relating to insolvency proceedings). We have commenced a process to select firms to provide this advice, but due to the short deadline provided for response to this ATM, we have not finalised the firm or firms who will provide this work.

Translation - We do not employ any translators. Translation of content will be subcontracted to a translator who is qualified to translate content in the languages that are identified as part of stakeholder consultation and outreach. Translators often work as sole proprietors. Companies that do provide translation services do not provide services in every language. Until we know which languages we need to translate, we will not know who we can subcontract to. However, we have obtained quotes for the provision of translation services into Chinese (Mandarin/simplified), Arabic and Chinese (Cantonese/traditional), which are the three most commonly spoken languages in Australia other than English.

4.4 Conflicts of Interest

The Potential Supplier has identified the following potential Conflicts of Interest and management strategies:

Details	Management Strategy
Nil	

4.5 Referees

Referee Name	Position	Organisation	Phone Number	Email Address
s 22	CEO	CHOICE	s 22	s 22 choice.com.au
s 22	Acting Director	Mob Strong Debt Help (Financial Rights Legal Centre)	s 22	s 22 financialrights.org.au
s 22	CEO	Consumer Policy Research Centre (CPRC)	s 22	s 22 cprc.org.au

4.6 Pre-existing Intellectual Property of Potential Supplier

The Supplier grants to, or in the case of Third-Party Material, must obtain for, the Customer a non-exclusive, irrevocable, royalty-free, perpetual, world-wide licence (including the right to sub-licence) to exercise the Intellectual Property Rights in all Pre-existing Material and Third-Party Material incorporated into the Material to enable the Customer to receive the full benefit of the Goods and/or Services and the Material and to exercise its rights in relation to the Material. Pre-existing material includes:

- content on the webpage as of the date the Contract is executed located at:
<https://superconsumers.com.au/journalism/what-you-need-to-know-about-shield-and-first-guardian-master-funds/>

4.7 Confidentiality of Potential Supplier's Information

The Potential Supplier has assessed that the commercial information in the table below meets the requirements available at

<https://www.finance.gov.au/government/procurement/buying-australian-government/additional-reporting-confidentiality> and is seeking that information be kept confidential.

Information to be kept Confidential	Reasons for Confidentiality Request
The names and contact details of any individuals identified in this Response.	Personal privacy of those individuals.

4.8 Proven Ability to Meet Regulatory Considerations

The key regulatory considerations relevant to this contract are relating to the provision of consumer guidance. We will obtain legal review of the web content to ensure that it does not constitute legal or financial advice, neither of which we are licensed to provide. Our current website content demonstrates our

ability to advocate without breaching such rules. Likewise, we have a demonstrated ability to call out poor practices without breaching laws relating to defamation.

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

4.9 Sustainability Considerations

The contract is for content generation, legal services, website design and hosting and translation. All services, including sub-contracted services, will be provided by Australians employed by charities or small businesses in compliance with all applicable laws and regulations. The nature of the services contracted and the size of the entities involved means that the impact on the environment of this work is likely to be low. We do not anticipate any travel or printing will be required. Many of the people providing services work from home, therefore office footprints are small.

Office services are provided to Super Consumers under an office administration contract with CHOICE. CHOICE was officially accredited Climate Active from 2017-2023. That means they removed as much carbon as the organisation put into the environment. Since 2023, they have moved into emissions monitoring so that they can continually lower our emissions through partnering with other supplier organisations who have achieved carbon neutrality. More information about CHOICE's environmental impact can be found [here](#).

4.10 Additional Information

The Commonwealth's Fraud Control Framework requires the Customer to manage risk of fraud and corruption as part of contracting and procurement activities. Our internal fraud controls include:

- the preparation of audited financial reports in compliance with accounting and auditing standards;
- tracking of time spent on different types of work to ensure that work aligns with funding provided in relation to that work
- payment methods that have a range of anti-fraud measures, including invoice and receipt verification and multiple sign-offs from executive and board directors
- board director and executive conflicts register which is regularly updated.
- conflicts policies which map out internal policies for the management and removal of conflicts.

Part 5 – Total Costs to be incurred by the Customer

5.1 Pricing

Fixed Price (including all expenses)

Due Date	Milestone Description	Total Price GST Exclusive	GST Component	Total Price GST Inclusive
7/11/25	Creation of website that meets security, backup and accessibility requirements, including design, branding etc	\$40,000	\$4,000	\$44,000
	Financial adviser -> licensee lookup tool, including design, consultation with users	\$4,000	\$400	\$4,400
	Educational content in plain English, including legal review	\$5,350	\$535	\$5,885
	Initial consultation with stakeholders and community groups about their needs	\$2,000	\$200	\$2,200
	Proposal for the translation of key website content incl checklists into additional languages	\$500	\$50	\$550
5/12/25	Complaint pathway tool, checklists (2) and complaint letter templates (4), including legal review	\$12,350	\$1,235	\$13,585
	Ongoing engagement with community groups to get feedback on content and tools	\$2,000	\$200	\$2,200
	Communications plan including outreach to affected CALD communities	\$16,000	\$1,600	\$17,600
	Develop advertising strategy for three (3) month campaign including analysis and optimisation, performance reporting	\$15,000	\$1,500	\$16,500
20/3/26	Proactive and reactive media (pitching, interviews, commentary etc)	\$1,000	\$100	\$1,100
	Promotion of content to impacted CALD communities, including e.g. at community meetings	\$1,000	\$100	\$1,100
	Educational communications assets (eg social media tiles, graphics, video content) to support website and promotion	\$11,000	\$1,100	\$12,100
10/04/26	Stakeholder engagement and consultation report	\$1,000	\$100	\$1,100
	Subtotal	\$111,200	\$11,120	
Total Fixed Price for Services				\$122,320

Adjustment to Fixed Pricing for Contract Variation/Extension

The contract can be varied to include additional and/or ongoing services at the following costs:

Description	Total Price GST Exclusive	GST Component	Total Price GST Inclusive
Translation per language of key website content incl checklists	\$3,000	\$300	\$3,300
Paid digital advertising budget (to be spent over three (3) months) - suggested amount only	\$50,000	\$5,000	\$55,000
Translation per language of educational communications assets (eg social media tiles, graphics, video content) to support website and promotion	\$300	\$30	\$330
Website hosting, including security and plug-in updates per month	\$300	\$30	\$330
Weekly updates to content including legal review - per week	\$150	\$15	\$110
Graphics, video, social media content up to 10 hours to support updates	\$3,500	\$350	\$3,850
Translation per language of weekly updates	\$30	\$3	\$33

5.2 Proposed Payment Schedule

Due Date	Milestone Description	Total Price (GST Exclusive)	GST Component	Total Price (GST Inclusive)
7/11/25	Completion of website build, financial adviser tool, educational content, initial consultation and translation proposal	\$51,850	\$5,185	\$57,035
5/12/25	Completion of additional tools and resources, further consultation, communications plan, educational content and advertising strategy	\$45,350	\$4,535	\$49,885
20/3/26	Completion of advertising campaign, proactive and reactive media, targeted promotion to CALD communities, development of educational communications assets	\$13,000	\$1,300	\$14,300
10/04/26	Stakeholder engagement and consultation report	\$1,000	\$100	\$1,100
	Subtotal	\$111,200	\$11,120	
Total Milestone Payments				\$122,320

Milestone Payments for Adjustments to Fixed Pricing for Contract Variation/Extension

We propose milestone payments for costs associated with **contract variations**: to be paid as part of the next due milestone payment in the table above.

We propose milestone payments for costs associated with **contract extensions**: to be invoiced monthly and paid within 30 days of the date of the invoice.

5.3 Additional Facilities and Assistance

In order to design the financial adviser lookup tool, Super Consumers will require that ASIC provide an extract of its financial adviser register and an extract of its professional registers for the firms that provided advice about Shield and First Guardian during the periods it was sold and for the advisers who worked for those firms or their corporate authorised representatives. That extract will need to be machine readable (e.g. excel) and include at least the following details:

- full name of relevant licensees and their Australian financial services (AFS) licence numbers
- full name of all corporate authorised representatives (CARs) of relevant licensees, their AFS representative number and the dates the authorisation commenced and ceased (if applicable)
- full name of all financial advisers who are authorised representatives of relevant licensees and their employers (either the licensee or the CAR) and financial adviser number.

5.4 Non-Compliance

Clause	Reason for Non-Compliance	Proposed New Wording
Nil		

PROC2622 consumer support for Shield and First Guardian collapse

Quality Score

Evaluation Consensus Score (out of 10)

Evaluation Criteria	SCA	Company 2	Company 3	Company 4	Company 5	Company 6	Evaluation Comments
a. extent to which the Potential Supplier's Response meets the Customer's Requirement set out in the ATM	8.0	[score]	[score]	[score]	[score]	[score]	supplier shows understanding of the task, clear methodology and process, robust plan
b. extent to which the Potential Supplier demonstrates its capability and capacity to provide the Requirement.	8.0	[score]	[score]	[score]	[score]	[score]	strong background, history and references

Price Index Evaluation Comments

c. whole of life costs to be incurred by the Customer.	122320.0	[insert Total \$]	[insert Total \$]	[insert Total \$]	[insert Total \$]	[insert Total \$]
--	----------	-------------------	-------------------	-------------------	-------------------	-------------------

Price index 1.0

Evaluation Score

Weighted Score (out of 100)

Evaluation Criteria (weighted)	Max Score	Weighting (%)	SCA	Company 2	Company 3	Company 4	Company 5	Company 6
a. extent to which the Potential Supplier's Response meets the Customer's Requirement set out in the ATM	10	33.3%	26.7	0	0	0	0	0
b. extent to which the Potential Supplier demonstrates its capability and capacity to provide the Requirement.	10	33.3%	26.7	0	0	0	0	0
c. whole of life costs to be incurred by the Customer.	10	33.3%	33.3	0	0	0	0	0

FINAL SCORE

100%

86.7

0.0

0.0

0.0

0.0

0.0

/100

GENERAL SCORING GUIDE

Score	Description
9-10	Superior, beyond expectations. Offers an excellent level of performance that exceeds notional requirements. Represents industry best practice.
7-8	Very good, negligible risk of failure. Satisfies the selection criterion in all respects. Unsolicited value-adds present. Highly competent and above average.
5-6	<u>Satisfies all requirements.</u> Satisfactory, acceptable and compliant. Successful completion highly probable. No shortcomings apparent.
3-4	Acceptable and mainly compliant, generally meets the requirements except for minor aspects and shortcomings. Successful completion likely.
1-2	Marginally adequate, does not satisfy all requirements. Successful completion uncertain. Concerns regarding competence or capacity and ability to successfully fulfil the contract requirements.
0	Non – Compliant. Fails to satisfy specified requirements. No response provided.

Score must be to the whole number

From: s 22 s
To: s 16
Subject: RE: ASIC procurement - consumer education [SEC=OFFICIAL:Sensitive]
Date: Thursday, 23 October 2025 11:55:36 AM
Attachments: [image001.jpg](#)
[image002.jpg](#)

Hi s

There is no template available to report / provide recommendation to the delegate, a simple email is sufficient, and the details of the evaluation can be outlined in the "Selection Rationale and Value for Money" section of the s23.

There is also the simple evaluation matrix template that is saved in the Supporting Documents folder.

If you can confirm the Cost Centre (1032 ?), Delegate and cost details (revised quote) I can start work on the s23.

Thanks,

s 22

From: s 22 s
Sent: Wednesday, 22 October 2025 7:42 PM
To: s s 22
Cc: s s 22 ; s 22 s 22 ; s 22 s
Subject: RE: ASIC procurement - consumer education [SEC=OFFICIAL:Sensitive]

Hi s

I will chase one up in the morning, please don't hesitate to chase me up on Teams if I don't get back to you by 11:00.

Thanks,

s 22

From: s s 22 <s s 22 asic.gov.au>
Sent: Wednesday, 22 October 2025 2:00 PM
To: s 22 s <s 22 s 22 asic.gov.au>
Cc: s s 22 <s s 22 asic.gov.au>; s 22 s 22 <s 22 s 22 asic.gov.au>
Subject: FW: ASIC procurement - consumer education [SEC=OFFICIAL:Sensitive]

Hi s 22

We have a revised quote which we are happy with from a value for money perspective, and that gives us some flexibility / options over the course of the contract.

Is there a template we need to follow in terms of our report / recommendation to the delegate?

From: s 22 s 22 <s 22 superconsumers.com.au>
Sent: Monday, 20 October 2025 6:10 PM
To: s s 22 <s s 22 asic.gov.au>
Cc: s 22 s 22 <s 22 s 22 asic.gov.au>; s s <s s 22 asic.gov.au>; s 22 s 22 <s 22 superconsumers.com.au>
Subject: Re: ASIC procurement - consumer education [SEC=OFFICIAL:Sensitive]

EXTERNAL EMAIL: Do not click any links or open any attachments unless you trust the sender and know the content is safe.

Hi s 22

Thank you for your time last Thursday and your invitation to revise our response. Please find attached a revised response in accordance with your email.

Please let me know if you have any questions.

Regards,

s 22

On Thu, 16 Oct 2025 at 15:40, s s 22 <s 22 s 22 asic.gov.au> wrote:

Dear s

Thanks for your time on the teams call earlier today.

We confirm that we would appreciate a revised quote based on the following revisions of scope.

- Advertising – make an optional extra if requested by ASIC
- Translation – following outreach to CALD communities, translation of both core material and updates an optional extra if agreed by ASIC
- Stage-gate at the end of phases 2 and 3 (so proceeding from stage 2 → 3 and 3 → 4 would be subject to agreement by both sides) – this would create a stop/go point at the end of phase 2 (December 2025) and end of phase 3 (March 2026).

The evaluation phase for PROC2622-Consumer Support for Shield and First Guardian Collapse remains in progress and any outcome is subject to Delegate approval.

Kind regards,

From: s s 22
Sent: Wednesday, 15 October 2025 3:32 PM
To: s 22 s 22 <s 22 superconsumers.com.au>
Cc: s 22 s 22 <s 22 s 22 asic.gov.au>; s s <s 22 s 22 asic.gov.au>
Subject: ASIC procurement - consumer education [SEC=OFFICIAL:Sensitive]

Hi s

Can we please find ½ hour to talk about your submission to our recent procurement – there are a few aspects we would like to further discuss.

Kind regards,

s s 22 (he/him)

Senior Executive Leader – Fintech

Markets Group

Australian Securities and Investments Commission

Level 5, 100 Market Street, Sydney NSW 2000

Tel: **s 22** | Mob: **s 22**

s s 22 [asic.gov.au](mailto:s22@asic.gov.au)

EA: **s 22** | Tel: **s 22** **s 22 s 22** [asic.gov.au](mailto:s22@asic.gov.au)

(I work flexible hours and at different times of the day - I do not expect that you will respond to this email outside your regular working hours)



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s 22 s 22 She/Her
Director of Advocacy (Policy)

Working from home on the lands of the Muwinina people in Nipaluna/Hobart

s 22 [superconsumers.com.au](mailto:s22@superconsumers.com.au)
s 22

[superconsumers.com.au](mailto:s22@superconsumers.com.au)
57 Carrington Rd, Marrickville NSW 2204, Australia



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From: s s 22
To: s 22 s 22
Cc: s 22 s 22
Subject: ASIC procurement - consumer education [SEC=OFFICIAL:Sensitive]
Date: Wednesday, 29 October 2025 4:08:16 PM
Attachments: [Small-Medium-Enterprise-Self-Declaration-Form Super Consumers Australia.docx](#)
Importance: High

Hi s 22

Do you know whether SCA qualifies as a small / medium enterprise. I assume it does. If so, can you please complete the attached.

Regards,

Small and Medium Enterprise Self-Declaration Form

Template guidance (remove prior to use): This template is **optional** for use by relevant entities when confirming the small and medium enterprise status of a business for the purposes of applying Commonwealth Procurement Rules Appendix A Exemption 17. This template should be completed and signed by the potential tenderer and returned to the relevant entity at the time of, or prior to, approaching the market.

The Commonwealth, as **represented by ASIC** seeks to confirm that **Super Consumers Australia**, ABN 34 163 636 566, meets the definition of a small and medium enterprise (SME) as per the definition in the [Commonwealth Procurement Rules](#) (<https://www.finance.gov.au/government/procurement/commonwealth-procurement-rules>):

Small and Medium Enterprises – an Australian or New Zealand firm with fewer than 200 full-time equivalent employees.

This declaration does not represent an approach to market nor does it guarantee inclusion in a future approach to market or an offer of a contract.

Declaration

I **[insert name and position of person authorised to respond on behalf of the potential tenderer]** confirm that **[insert name and, if applicable, ABN, of potential tenderer]** is an SME as per the definition outlined above and in the Commonwealth Procurement Rules.

I believe that the statement in this declaration is true as at the date this declaration is made.

Signature of person making the declaration

[insert Day/Month/Year]

[Optional: insert email address and/or telephone number of person making the declaration]

Template guidance (remove prior to use): The relevant entity may choose to accept electronic signatures where the relevant entity deems it appropriate to do so. The signature block should be amended accordingly.

From: s 22 s
To: s 22 s
Cc: s 22 s s 22 s
Subject: PROC2622 SME Dec. RE: ASIC procurement - consumer education [SEC=OFFICIAL:Sensitive]
Date: Wednesday, 29 October 2025 7:19:37 PM
Attachments: image001.jpg

Thanks s

I will let you know tomorrow when the s23 has been updated and ready for a final review.

Kind regards,

s 22

From: s s 22

Sent: Wednesday, 29 October 2025 4:55 PM

To: s 22 s

Cc: s 22 s 22 s 22 s 22

Subject: FW: ASIC procurement - consumer education [SEC=OFFICIAL:Sensitive]

As requested

From: s 22 s 22 <s 22 superconsumers.com.au>

Sent: Wednesday, 29 October 2025 4:40 PM

To: s s 22 <s s 22 ASIC.gov.au>

Cc: s 22 s 22 <s 22 s 22 ASIC.gov.au> s 22 s 22 <s 22 superconsumers.com.au>

Subject: Re: ASIC procurement - consumer education [SEC=OFFICIAL:Sensitive]

EXTERNAL EMAIL: Do not click any links or open any attachments unless you trust the sender and know the content is safe.

Hi s 22

Yes we are an SME according to the definition in the [Rules](#). Please see attached declaration.

Cheers,

s 22

On Wed, 29 Oct 2025 at 16:08, s s 22 <s 22 s 22 ASIC.gov.au> wrote:

Hi s

Do you know whether SCA qualifies as a small / medium enterprise. I assume it does. If so, can you please complete the attached.

Regards,

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s 22 s 22 She/Her
Director of Advocacy (Policy)

Working from home on the lands of the Muwinina people in Nipaluna/Hobart

s 22 superconsumers.com.au
s 22

superconsumers.com.au
57 Carrington Rd, Marrickville NSW 2204, Australia



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From: [REDACTED]
To: [REDACTED]
Cc: [REDACTED]
Subject: RE: ASIC procurement - consumer education [SEC=OFFICIAL:Sensitive]
Date: Wednesday, 29 October 2025 4:55:19 PM
Attachments: ~WRD0720.jpg

Thanks [REDACTED]

From: [REDACTED]
Sent: Wednesday, 29 October 2025 4:40 PM
To: [REDACTED]
Cc: [REDACTED]; [REDACTED]
Subject: Re: ASIC procurement - consumer education [SEC=OFFICIAL:Sensitive]

EXTERNAL EMAIL: Do not click any links or open any attachments unless you trust the sender and know the content is safe.

Hi [REDACTED]

Yes we are an SME according to the definition in the [Rules](#). Please see attached declaration.

Cheers,

[REDACTED]

On Wed, 29 Oct 2025 at 16:08, [REDACTED] <[REDACTED]@asic.gov.au> wrote:

Hi [REDACTED]

Do you know whether SCA qualifies as a small / medium enterprise. I assume it does. If so, can you please complete the attached.

Regards,

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[REDACTED] She/Her
Director of Advocacy (Policy)

Working from home on the lands of the Muwinina people in Nipaluna/Hobart

[REDACTED] superconsumers.com.au

superconsumers.com.au
57 Carrington Rd, Marrickville NSW 2204, Australia



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From: [REDACTED]
To: [REDACTED]
Cc: [REDACTED]
Subject: Re: ASIC procurement - consumer education [SEC=OFFICIAL:Sensitive]
Date: Wednesday, 29 October 2025 4:41:22 PM
Attachments: [SCA SME declaration.pdf](#)

You don't often get email from [REDACTED] superconsumers.com.au. [Learn why this is important](#)

EXTERNAL EMAIL: Do not click any links or open any attachments unless you trust the sender and know the content is safe.

Hi [REDACTED]

Yes we are an SME according to the definition in the [Rules](#). Please see attached declaration.

Cheers,

[REDACTED]

On Wed, 29 Oct 2025 at 16:08, [REDACTED] <[REDACTED]@asic.gov.au> wrote:

Hi [REDACTED]

Do you know whether SCA qualifies as a small / medium enterprise. I assume it does. If so, can you please complete the attached.

Regards,

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--



[REDACTED] She/Her
Director of Advocacy (Policy)

Working from home on the lands of the Muwinina people in Nipaluna/Hobart

[REDACTED] [superconsumers.com.au](mailto:[REDACTED]@superconsumers.com.au)

[superconsumers.com.au](mailto:[REDACTED]@superconsumers.com.au)
57 Carrington Rd, Marrickville NSW 2204, Australia



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Small and Medium Enterprise Self-Declaration Form

The Commonwealth, as **represented by ASIC** seeks to confirm that **Super Consumers Australia**, ABN 34 163 636 566, meets the definition of a small and medium enterprise (SME) as per the definition in the Commonwealth Procurement Rules

(<https://www.finance.gov.au/government/procurement/commonwealth-procurement-rules>):

Small and Medium Enterprises – an Australian or New Zealand firm with fewer than 200 full-time equivalent employees.

This declaration does not represent an approach to market nor does it guarantee inclusion in a future approach to market or an offer of a contract.

Declaration

I, **s 22** confirm that Superannuation Consumers' Centre Ltd (ABN 34163636566) is an SME as per the definition outlined above and in the Commonwealth Procurement Rules.

I believe that the statement in this declaration is true as at the date this declaration is made.

s 22

Signature of person making the declaration

29 October 2025

s 22 @superconsumers.com.au

s 22

From: s 22 s
To: s 1 s
Cc: s 1 s 22
Subject: Update on s23 RE: ASIC procurement - consumer education [SEC=OFFICIAL:Sensitive]
Date: Wednesday, 29 October 2025 2:20:33 PM
Attachments: [image001.jpg](#)
[image002.jpg](#)
[Small-Medium-Enterprise-Self-Declaration-Form Super Consumers Australia.docx](#)
[image003.png](#)
Importance: High

Link to draft s23: [New Procurement Form - Power Apps](#)

Hi s

My apologies, I thought I had sent you an email last week with a request for Super Consumers Australia to confirm their Small and Medium Enterprise (SME) status via the attached Self-Declaration Form.

Would you be able to send that through to your contact at Super Consumers Australia, in order to justify the procurement more thoroughly, noting the significant increase from the estimated value in the procurement plan.

I will finish the draft s23 tomorrow and will be able to submit when the SME form is returned.

Many thanks,

s 22

s 22

Procurement Manager

Professional Services - Procurement,
Enterprise Services

Australian Securities and Investments Commission

12 Moore Street, Canberra, ACT 2601

s 22

s 22 s 22 [asic.gov.au](#)

ASIC logo



ASIC acknowledges the Traditional Owners of the lands and waters on which we live and work. We pay respect to Elders past and present as the custodians of the world's oldest continuing cultures.

From: s s 22

Sent: Wednesday, 29 October 2025 8:36 AM

To: s 22 s

Cc: s 22 s 22

Subject: RE: ASIC procurement - consumer education [SEC=OFFICIAL:Sensitive]

Hi s 22

Just checking this is in hand – anything you need to keep this moving?

From: s s 22

Sent: Thursday, 23 October 2025 5:34 PM

To: s 22 s <s 22 s 22 [asic.gov.au](#)>

Subject: RE: ASIC procurement - consumer education [SEC=OFFICIAL:Sensitive]

Hi s 22

Yes, that is the cost code and s s is the delegate

Can you please help with the s23

Have filled in the simple matrix

From: s 22 s <s 22 s 22 [asic.gov.au](#)>

Sent: Thursday, 23 October 2025 11:56 AM

To: s s 22 <s s 22 [asic.gov.au](#)>

Subject: RE: ASIC procurement - consumer education [SEC=OFFICIAL:Sensitive]

Hi s

There is no template available to report / provide recommendation to the delegate, a simple email is sufficient, and the details of the evaluation can be outlined in the "Selection Rationale and Value for Money" section of the s23.

There is also the simple evaluation matrix template that is saved in the Supporting Documents folder.

If you can confirm the Cost Centre (1032 ?), Delegate and cost details (revised quote) I can start work on the s23.

Thanks,

s 22

From: s 22 s

Sent: Wednesday, 22 October 2025 7:42 PM

To: s s 22 <s s 22 [asic.gov.au](#)>

Cc: s s 22 <s s 22 [asic.gov.au](#)> s 22 s 22 <s 22 s 22 [asic.gov.au](#)> s 22 s

<s 22 s 22 [asic.gov.au](#)>

Subject: RE: ASIC procurement - consumer education [SEC=OFFICIAL:Sensitive]

Hi s

I will chase one up in the morning, please don't hesitate to chase me up on Teams if I don't get back to you by 11:00.

Thanks,

s 22

From: s s 22 <s s 22 [asic.gov.au](#)>

Sent: Wednesday, 22 October 2025 2:00 PM

To: s 22 s 22 <s 22 s 22 asic.gov.au>
Cc: s 22 s 22 <s 22 s 22 asic.gov.au>; s 22 s 22 <s 22 s 22 asic.gov.au>
Subject: FW: ASIC procurement - consumer education [SEC=OFFICIAL:Sensitive]
Hi s 22

We have a revised quote which we are happy with from a value for money perspective, and that gives us some flexibility / options over the course of the contract.

Is there a template we need to follow in terms of our report / recommendation to the delegate?

From: s 22 s 22 <s 22 superconsumers.com.au>

Sent: Monday, 20 October 2025 6:10 PM

To: s 22 s 22 <s 22 asic.gov.au>

Cc: s 22 s 22 <s 22 s 22 asic.gov.au>; s 22 s 22 <s 22 s 22 asic.gov.au>; s 22 s 22 <s 22 superconsumers.com.au>

Subject: Re: ASIC procurement - consumer education [SEC=OFFICIAL:Sensitive]

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Please let me know if you have any questions.

Regards,

s 22

On Thu, 16 Oct 2025 at 15:40, s 22 s 22 <s 22 s 22 asic.gov.au> wrote:

Dear s 22

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- Advertising – make an optional extra if requested by ASIC
- Translation – following outreach to CALD communities, translation of both core material and updates an optional extra if agreed by ASIC
- Stage-gate at the end of phases 2 and 3 (so proceeding from stage 2 → 3 and 3 → 4 would be subject to agreement by both sides) – this would create a stop/go point at the end of phase 2 (December 2025) and end of phase 3 (March 2026).

The evaluation phase for PROC2622-Consumer Support for Shield and First Guardian Collapse remains in progress and any outcome is subject to Delegate approval.

Kind regards,

From: s 22 s 22

Sent: Wednesday, 15 October 2025 3:32 PM

To: s 22 s 22 <s 22 superconsumers.com.au>

Cc: s 22 s 22 <s 22 s 22 asic.gov.au>; s 22 s 22 <s 22 s 22 asic.gov.au>

Subject: ASIC procurement - consumer education [SEC=OFFICIAL:Sensitive]

Hi s 22

Can we please find ½ hour to talk about your submission to our recent procurement – there are a few aspects we would like to further discuss.

Kind regards,

s 22 s 22 (he/him)

Senior Executive Leader – Fintech

Markets Group

Australian Securities and Investments Commission

Level 5, 100 Market Street, Sydney NSW 2000

Tel: s 22 s 22 | Mob: s 22 s 22

s 22 s 22 asic.gov.au

EA: s 22 s 22 | Tel: s 22 s 22 s 22 s 22 asic.gov.au

(I work flexible hours and at different times of the day - I do not expect that you will respond to this email outside your regular working hours)



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s 22 s 22 She/Her
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s 22

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57 Carrington Rd, Marrickville NSW 2204, Australia



We at Super Consumers Australia acknowledge the traditional custodians of this land on which we work, and pay our respects to the First Nations people of this country. Super Consumers Australia supports the Uluru Statement from the Heart.

This email (and any attachments) contains information that may be confidential, privileged or otherwise protected from disclosure. It is intended solely for the recipient(s) named above. If you received this email by mistake, please notify the sender and destroy it and any copies. Thank you.

Small and Medium Enterprise Self-Declaration Form

Template guidance (remove prior to use): This template is **optional** for use by relevant entities when confirming the small and medium enterprise status of a business for the purposes of applying Commonwealth Procurement Rules Appendix A Exemption 17. This template should be completed and signed by the potential tenderer and returned to the relevant entity at the time of, or prior to, approaching the market.

The Commonwealth, as **represented by ASIC** seeks to confirm that **Super Consumers Australia**, ABN 34 163 636 566, meets the definition of a small and medium enterprise (SME) as per the definition in the [Commonwealth Procurement Rules](#) (<https://www.finance.gov.au/government/procurement/commonwealth-procurement-rules>):

Small and Medium Enterprises – an Australian or New Zealand firm with fewer than 200 full-time equivalent employees.

This declaration does not represent an approach to market nor does it guarantee inclusion in a future approach to market or an offer of a contract.

Declaration

I **[insert name and position of person authorised to respond on behalf of the potential tenderer]** confirm that **[insert name and, if applicable, ABN, of potential tenderer]** is an SME as per the definition outlined above and in the Commonwealth Procurement Rules.

I believe that the statement in this declaration is true as at the date this declaration is made.

Signature of person making the declaration

[insert Day/Month/Year]

[Optional: insert email address and/or telephone number of person making the declaration]

Template guidance (remove prior to use): The relevant entity may choose to accept electronic signatures where the relevant entity deems it appropriate to do so. The signature block should be amended accordingly.

From: [ASIC SharePoint Online Automation](#)
To: s s 22
Subject: PROC2622-Consumer Support for Shield and First Guardian Collapse Submitted
Date: Thursday, 30 October 2025 4:23:20 PM

A Request to Enter into Contract under s23 of the PGPA Act has been submitted, for your information. Please note, no further action is required from you. To view the Request, please click on the link below

CC: s 22 s 22
Requester: s 22 s 22

Goods and/or Services:

Background

The collapse of Shield and First Guardian has caused considerable financial distress for many consumers. Consumers have informed ASIC that due to complex nature of these investments and the number of regulated parties involved in this collapse they are finding it difficult to understand and navigate the complaints and compensation process. AFCA has received similar feedback.

Purpose

To address the lack of understanding and help stakeholders navigate the complaints and compensation process, ASIC is seeking to engage a suitably qualified consumer education, advocacy or services organisation (supplier).

The Supplier will need to develop comprehensive support web content, educational materials, complaint management tools, and related resources.

Value of Procurement

Value excl. GST: \$111200

Value incl. GST: \$122320

Additional Information:

Supplier Details:

Super Consumers Australia t/a

Superannuation Consumers' Centre Ltd

ABN: 34 163 636 566

Subcontractors:

Essential Media Communications PTY LTD

ABN 48 074 671 462

Proposed Payment Schedule:

Total

Total

Due Date	Milestone Description	Price (GST Exclusive)	GST Component	Price (GST Inclusive)
7/11/25	Completion of website build, financial adviser tool, educational content, initial consultation and translation proposal	\$51,850	\$5,185	\$57,035
5/12/25	Completion of additional tools and resources, further consultation, communications plan, educational content and advertising strategy	\$45,350	\$4,535	\$49,885
20/3/26	Completion of advertising campaign, proactive and reactive media, targeted promotion to CALD communities, development of educational communications assets	\$13,000	\$1,300	\$14,300
10/04/26	Stakeholder engagement and consultation report	\$1,000	\$100	\$1,100
		\$111,200		
Subtotal		GST		
		\$11,120		
Total	\$122,320 (GST incl.)			

Risk Categorisation

I confirm that the risks have been reviewed following the procurement process, and, if applicable, the updated risk assessment is provided in the supporting file and key risks highlighted in the outcomes of the procurement process below. **Yes**

Procurement Process Undertaken:

Note: A check of Supply Nation failed to identify an indigenous entity that can provide the services. The services were not available on a Coordinated Whole of Australian Government panel.

The following suppliers were approached under [Commonwealth Contracting Suite \(CCS\)](#) :

- CHOICE
- Financial Rights Legal Centre
- Consumer Action Law Centre
- Super Consumers Australia

Only one response was received (from Super Consumers Australia), further discussions took place as detailed in the file note dated 16 October 2025.

The negotiation of a revised price as a BFO, produced favourable results for ASIC and provided considerable savings.

The revised quote was received on 20 October 2025.

Noting the value over the estimate in the procurement plan the supplier was approached to confirm SME status (confirmed).

Under Appendix A, Item 17: *procurement of goods and services valued up to \$500,000 from an SME may be exempt from the rules of Division 2 of the CPRs and from paragraphs 4.7, 4.8 and 7.26 of Division 1*

It is intended that a contract from the CCS will be used to engage Super Consumers Australia.

Source of Funding

Cost Centre 1: 1032 - ED Enforcement and Compliance

Cost Centre 1 Owner: § 22

Cost Centre 1 Amount: \$111200

Cost Centre 1 Project Code: 0006041

Selection Rationale and Value for Money:

There was a follow up meeting with Super Consumers Australia, to better understand their response and to identify cost savings and invite the supplier to submit a "Best and Final Offer" (BFO).

Following the initial assessment and the assesment of the BFO, the Tender Evaluation Team recommend to the Delegate, ASIC entering into an arrangement with Super Consumers Australia as they:

- were able to demonstrate an ability to meet ASIC's requirements;
- have extensive industry experience and in working with Commonwealth entities;
- have the capacity to deliver the required services within the timeframes specified by ASIC; and
- provided pricing that is competitive when looking at similar procurements within ASIC

The negotiation of a revised price as a BFO, produced favourable results for ASIC and provided considerable savings.

Preferred Supplier Details

Supplier: Super Consumers Australia 34 163 636 566

Contingent Liabilities: No

Recommendation

By submitting this request, I declare that:

- I have no known conflict of interest with the proposed procurement: **Yes**
- any conflict that may arise will adhere to ASIC's COI declaration process in myRAD: **Yes**
- advice will be sought from the Procurement Advisory or CLO, if required: **Yes**

It is recommended that you

1. approve this proposal to spend relevant money under s.23 of the PGPA Act as detailed above

And 2. authorise the following officer to sign the contract / work order on behalf of ASIC:

§ 22 § 22

Section 23 Delegate:

Section 23 Delegate: s 22 s 22

[Procurement Form](#)
[Supporting Documents](#)

From: S S
To: S S 22 S S 22
Cc: S 22 S
Subject: RE: ASIC procurement - consumer education [SEC=OFFICIAL:Sensitive]
Date: Thursday, 30 October 2025 4:49:30 PM
Attachments: [image001.png](#)
[image002.jpg](#)
[image003.jpg](#)

Hi guys

Closing the loop. Procurement have written up the recommendation and S has approved. Procurement now drafting the contract.

From: S S 22
Sent: Tuesday, 21 October 2025 11:55 AM
To: S 22 S 22 ; S S 22
Subject: RE: ASIC procurement - consumer education [SEC=OFFICIAL:Sensitive]

FWIW, I'd suggest we keep the ambiguity on who owns the content – SCA's value is their independence here.

S S 22
S 22

From: S 22 S 22 <S 22 S 22 @asic.gov.au>
Sent: Tuesday, 21 October 2025 10:06 AM
To: S S 22 <S S 22 @asic.gov.au>; S S 22 <S S 22 @asic.gov.au>
Subject: RE: ASIC procurement - consumer education [SEC=OFFICIAL:Sensitive]

Hi S

Overall the updates look good to me.

My only query is on page 9: "Scope - the website content will focus on Shield and First Guardian as set out in the ATM; however, the pricing information in section 5.1 sets out the costs for extending the content to other similar investment collapses impacting superannuation members (e.g. Australian Fiduciaries). We reserve the right to include other content on the website that we feel, based on our experience or community engagement, would be beneficial to impacted consumers at our own cost."

It's not clear to me whether the last sentence means Super Consumers reserves the right to include content on other collapses (such as Australian Fiduciaries) or if it means other content related to Shield and FG.

While this would be at Super Consumers' cost, query whether ASIC would like ultimate say over the scope/content of the website.

However, if the website is not identified as having affiliation with ASIC, perhaps this is not an issue.

More broadly, do we want ASIC to have final say/approval over all the content on the website? Or is consultation with ASIC sufficient?

Kind regards

S 22
S 22
Senior Specialist
Enforcement & Compliance
Australian Securities and Investments Commission
Level 20, 240 Queen Street, Brisbane, QLD, 4000
Mob: S 22
S 22 S 22 @asic.gov.au
ASIC logo

From: S S 22 <S S 22 @asic.gov.au>
Sent: Tuesday, 21 October 2025 7:00 AM
To: S S 22 <S S 22 @asic.gov.au>; S 22 S 22 <S 22 S 22 @asic.gov.au>
Subject: RE: ASIC procurement - consumer education [SEC=OFFICIAL:Sensitive]

Thanks S

Looks good to me with the gating as discussed.

Only comment from me is if I assume \$122k is the base (without advertising), the suggested \$55k for advertising on top of that is a bit low so – to manage expectations internally – I think we're going to need to find some cash to amp that up to make it effective.

S S 22
S 22

From: S S 22 <S S 22 @asic.gov.au>
Sent: Tuesday, 21 October 2025 7:51 AM
To: S S 22 <S S 22 @asic.gov.au>; S 22 S 22 <S 22 S 22 @asic.gov.au>
Subject: FW: ASIC procurement - consumer education [SEC=OFFICIAL:Sensitive]

Hi team

Can you please have a look and let me know what you think. Looks ok to me

From: S 22 S 22 <S 22 @superconsumers.com.au>
Sent: Monday, 20 October 2025 6:10 PM
To: S S 22 <S S 22 @asic.gov.au>
Cc: S 22 S 22 <S 22 S 22 @asic.gov.au>; S S <S S 22 @asic.gov.au>; S 22 S 22 <S 22 @superconsumers.com.au>
Subject: Re: ASIC procurement - consumer education [SEC=OFFICIAL:Sensitive]

EXTERNAL EMAIL: Do not click any links or open any attachments unless you trust the sender and know the content is safe.

Hi S 22

Thank you for your time last Thursday and your invitation to revise our response. Please find attached a revised response in accordance with your email.

Please let me know if you have any questions.

Regards,

S 22

On Thu, 16 Oct 2025 at 15:40, S 22 <S 22s 22@asic.gov.au> wrote:

Dear S 22

Thanks for your time on the teams call earlier today.

We confirm that we would appreciate a revised quote based on the following revisions of scope.

- Advertising – make an optional extra if requested by ASIC
- Translation – following outreach to CALD communities, translation of both core material and updates an optional extra if agreed by ASIC
- Stage-gate at the end of phases 2 and 3 (so proceeding from stage 2 → 3 and 3 → 4 would be subject to agreement by both sides) – this would create a stop/go point at the end of phase 2 (December 2025) and end of phase 3 (March 2026).

The evaluation phase for PROC2622-Consumer Support for Shield and First Guardian Collapse remains in progress and any outcome is subject to Delegate approval.

Kind regards,

From: S 22

Sent: Wednesday, 15 October 2025 3:32 PM

To: S 22 S 22 <S 22@superconsumers.com.au>

Cc: S 22 S 22 <S 22 S 22@asic.gov.au> S 22 S 22 <S 22s 22@asic.gov.au>

Subject: ASIC procurement - consumer education [SEC=OFFICIAL:Sensitive]

Hi S 22

Can we please find ½ hour to talk about your submission to our recent procurement – there are a few aspects we would like to further discuss.

Kind regards,

S 22 (he/him)

Senior Executive Leader – Fintech

Markets Group

Australian Securities and Investments Commission

Level 5, 100 Market Street, Sydney NSW 2000

Tel: S 22 | Mob: S 22

S 22 [asic.gov.au](mailto:S 22@asic.gov.au)

EA: S 22s 22 | Tel: S 22 S 22s 22 [asic.gov.au](mailto:S 22s 22@asic.gov.au)

(I work flexible hours and at different times of the day - I do not expect that you will respond to this email outside your regular working hours)



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Information collected by ASIC may contain personal information. Please refer to our [Privacy Policy](#) for information about how we handle your personal information, your rights to seek access to and correct your personal information, and how to complain about breaches of your privacy by ASIC.

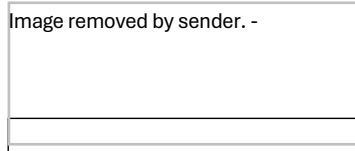
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--

S 22 S 22 She/Her
Director of Advocacy (Policy)

Working from home on the lands of the Muwinina people in Nipaluna/Hobart

S 22 [superconsumers.com.au](mailto:S 22@superconsumers.com.au)



S 22

superconsumers.com.au

57 Carrington Rd, Marrickville NSW 2204, Australia



We at Super Consumers Australia acknowledge the traditional custodians of this land on which we work, and pay our respects to the First Nations people of this country. Super Consumers Australia supports the Uluru Statement from the Heart.

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Australian Government

Commonwealth Contract – Services

Reference ID: PROC2622

Customer

Customer Name: Australian Securities and Investments Commission
Customer ABN: 86 768 265 615
Address: 100 Market Street
Sydney NSW 2000

Supplier

Full Name of the Legal Entity: Superannuation Consumers' Centre Ltd
Supplier ABN: 34 163 636 566
Supplier ACN: 163 636 566
Address: 57 Carrington Rd
Marrickville NSW 2204

Statement of Work

C.A.1 Key Events and Dates

This Contract commences on the Contract Start Date or the date this Contract is executed, whichever is the later, and continues for the Contract Term unless:

- a) it is terminated earlier or
- b) the Customer exercises the Contract Extension Option, in which case this Contract will continue until the end of the extended time (unless it is terminated earlier).

Event	Details
Contract Start Date:	Monday, 3 November 2025
Contract Term:	This Contract will expire on Tuesday, 30 June 2026.
Contract Extension Option:	This Contract includes the following extension option(s): 1 x three (3) months.

C.A.2 The Requirement

To establish/design/develop a Website and Educational Materials in Support of Shield and First Guardian Consumers affected by the collapse of those investment products.

- Provide accurate and accessible information, practical advice, and complaint-making tools to consumers affected by the Shield and First Guardian collapses.
- Deliver a user-friendly, secure, and accessible website and supporting materials, including template complaint letters, checklists, an online licensee identification tool.
- Support consumer understanding, resilience, and protection from further harm.

Full details of the requirement and deliverables are contained within Attachment A - ATM Revised Response, 20 October 2025.

C.A.2(a) Commonwealth Supplier Code of Conduct

The Commonwealth expects its suppliers to conduct themselves with high standards of ethics such that they consistently act with integrity and accountability. The Commonwealth Supplier Code of Conduct (Code) outlines the Commonwealth's minimum expectations of suppliers and their subcontractors while under contract with the Commonwealth.

The Supplier must comply with Commonwealth Contract Terms [Clause C.C.23], which creates a number of obligations in connection with the Code. Without limiting the requirements in Commonwealth Contract Terms [Clause C.C.23.2b], during the term of the Contract, the Supplier must provide the information specified below (if any) to the Customer in connection with its compliance with the Code:

Further information on the Code can be found at:

<https://www.finance.gov.au/government/procurement/commonwealth-supplier-code-conduct>.

C.A.2(b) Standards

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

Web Content Accessibility

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

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

C.A.2(c) Security Requirements

None Specified

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

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

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

C.A.2(e) Delivery and Acceptance

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

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

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

Milestone Description	Contact for Delivery	Delivery Location/Email	Estimated Due Date
Completion of website build, financial adviser tool, educational content in plain English, initial consultation	ASIC Contract Manager	As agreed by ASIC Contract Manager	9/12/2025
Completion of additional tools and resources, further consultation, communications plan translation proposal advertising strategy, paid promotion proposal	ASIC Contract Manager	As agreed by ASIC Contract Manager	9/1/2026
Completion of advertising campaign (as approved by ASIC), proactive and reactive media, targeted promotion to CALD communities (if applicable), development of educational communications assets	ASIC Contract Manager	As agreed by ASIC Contract Manager	30/04/2026
Stakeholder engagement and consultation report	ASIC Contract Manager	As agreed by ASIC Contract Manager	30/04/2026

C.A.2(f) Meetings

The Supplier may be required to attend meetings, as advised by ASIC Contract Manager.

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

The Customer may make facilities or assistance available to the Supplier, to be agreed by ASIC Contract Manager.

C.A.2(h) Customer Material

The details of any Background Material to be supplied will be advised by the ASIC Contract Manager.

C.A.2(i) Conflicts of Interest

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

C.A.2(j) Public Interest Disclosure

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

<https://www.asic.gov.au/about-asic/contact-us/reporting-misconduct-to-asic/public-interest-disclosures/>.

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

Name/Position:	ASIC Regional Commissioner
Email Address:	pid@asic.gov.au
Telephone:	1300 740 895

C.A.2(k) Complaints Handling

For information about how to make a complaint, please refer to the information provided on the Customer's website: <https://www.asic.gov.au/about-asic/contact-us/complaints-about-asic/>.

Any complaints relating to this procurement should be referred to:

Name/Position:	s 22 s 22 / Procurement Manager
Email Address:	s 22 s 22 @asic.gov.au

If your issue is not resolved refer

<https://www.finance.gov.au/business/procurement/complaints-handling-charter-complaints> for more information relating to complaints.

C.A.3 Contract Price

The maximum Contract Price inclusive of GST and all taxes and charges will not exceed:
\$122,320.00 (GST incl.) as set out below.

Fixed Price (including all expenses)

Total Fixed Price for Services \$122,320.00 GST Inclusive

Adjustment to Fixed Pricing for Contract Variation/Extension

As agreed in writing by both parties.

C.A.3(a) Payment Schedule

Progress payments of the *Fixed Fees and Charges* (inclusive of any GST and all taxes and charges) will be made as follows:

Estimated Date	Milestone Description	Payment Amounts (GST incl.)
9/12/2025	Completion of website build, financial adviser tool, educational content, initial consultation and translation proposal	\$57,035.00
9/1/2025	Completion of additional tools and resources, further consultation, communications plan, educational content and advertising strategy	\$49,885.00
30/04/2026	Completion of advertising campaign, proactive and reactive media, targeted promotion to CALD communities, development of educational communications assets	\$14,300.00
30/04/2026	Stakeholder engagement and consultation report	\$1,100.00

C.A.4 Contract Managers and Addresses for Notices

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

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

The person occupying the position of: Senior Executive Leader
Currently: s 22 s 22
Telephone: 61 2 9911 2213
Mobile:
Email Address: s 22 s 22 asic.gov.au
Postal Address: 100 Market Street

Sydney NSW 2000

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

Addressee Name/Position Title:
Telephone:

Email Address: accounts.payable@asic.gov.au
Postal Address: Ground Floor 14-22 Grey Street

Traralgon Victoria 3844

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

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

Name: s 22 s 22
Position Title: Director of Advocacy
Telephone:
Mobile: s 22
Email Address: s 22 superconsumers.com.au
Postal Address: 57 Carrington Rd

Marrickville NSW 2204

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

Name: s 22 s 22
Position Title: Director of Advocacy

Email Address: s 22 superconsumers.com.au
Postal Address: 57 Carrington Rd

Marrickville NSW 2204

C.A.5 Specified Personnel

Not Applicable

C.A.6 Subcontractors

Full Legal Name	Postal Address	ACN / ABN / ACNR	Services to be Performed
Essential Media Communications PTY LTD	Level 1, 341 George St Sydney NSW 2000	48 074 671 462	Website development

Additional Contract Terms

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

C.B.1 Intellectual Property

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

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

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

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

Pre-Existing Intellectual Property of the Supplier

Not Applicable

C.B.2 Confidential Information of the Supplier

Not Applicable

C.B.3 Payment Terms

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

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

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

Commonwealth Contract Terms

C.C.1 Background

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

C.C.2 Relationship of the Parties

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

C.C.3 Conflicts of Interest

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

- c) comply with any reasonable requirements notified by the Customer relating to the Conflict of Interest.

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

C.C.4 Precedence of Documents

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

C.C.5 Governing Law

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

C.C.6 Entire Agreement

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

C.C.7 Survival

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

Commonwealth Contract Terms

C.C.8 Notices

- 8.1 A Notice is deemed to be delivered:
- if delivered by hand - on delivery to the relevant address
 - if sent by registered post - on delivery to the relevant address, or
 - if transmitted by email or other electronic means when it becomes capable of being retrieved by the addressee at the relevant email or other electronic address.
- 8.2 A Notice received after 5:00 pm, or on a day that is not a working day in the place of receipt, is deemed to be delivered on the next working day in that place.

C.C.9 Assignment

- 9.1 The Supplier may not assign any rights under the Contract without the Customer's written consent. To seek consent, the Supplier must provide the Customer with a Notice, which includes full details of the proposed assignee and the rights the Supplier proposes to assign.
- 9.2 To decline consent, the Customer must provide a Notice to the Supplier, setting out its reasons, within twenty (20) Business Days, or such other time as agreed between the Parties, of receiving the Notice seeking consent. Otherwise, the Customer is taken to have consented.

C.C.10 Subcontracting

- 10.1 Subcontracting any part of, or the entire Supplier's obligations under the Contract, will not relieve the Supplier from any of its obligations under the Contract.
- 10.2 The Supplier must ensure that Subcontractors specified in the Contract (if any) perform that part of the Services specified in the Contract. The Supplier must not subcontract any part of its obligations under the Contract, or replace approved Subcontractors, without prior written consent of the Customer. The Customer's written consent will not be unreasonably withheld.
- 10.3 At the Customer's request, the Supplier, at no additional cost to the Customer, must promptly remove from involvement in the Contract any Subcontractor that the Customer reasonably considers should be removed.
- 10.4 The Supplier must make available to the Customer the details of all Subcontractors engaged to provide the Goods and/or Services under the Contract. The Supplier acknowledges that the Customer may be required to publicly disclose such information.
- 10.5 The Supplier must ensure that any subcontract entered into by the Supplier, for the purpose of fulfilling the Supplier's obligations under the Contract, imposes on the Subcontractor the same obligations that the Supplier has under the Contract (including this requirement in relation to subcontracts).

C.C.11 Delivery and Acceptance

- 11.1 The Supplier must provide the Goods and/or Services as specified in the Contract and meet any requirements and standard specified in the Contract.
- 11.2 The Supplier must promptly notify the Customer if the Supplier becomes aware that it will be unable to provide all or part of the Goods and/or Services specified in the Contract and advise the Customer when it will be able to do so.
- 11.3 Any Goods must be delivered free from any security interest. Unless otherwise stated in the Contract, Goods must be new and unused. Any Services must be provided to the higher of the standard that would be expected of an experienced, professional supplier of similar services and any standard specified in the Contract.
- 11.4 The Customer may reject the Goods and/or Services within ten (10) Business Days after delivery or such longer period specified in the Contract ("Acceptance Period"), if the Goods and/or Services do not comply with the requirements of the Contract.
- 11.5 If during the Acceptance Period circumstances outside the Customer's reasonable control cause a delay in the Customer's evaluation of the compliance of the Goods and/or Services with the Contract, the Customer may give the Supplier a Notice before the end of the original Acceptance Period, setting out the reason for the delay and the revised Acceptance Period date (which must be reasonable having regard to the circumstances causing the delay).
- 11.6 If the Customer does not notify the Supplier of rejection within the Acceptance Period (as extended if applicable), the Customer will be taken to have accepted the Goods and/or Services, though the Customer may accept the Goods and/or Services sooner. Title to Goods transfers to the Customer only on acceptance.
- 11.7 If the Customer rejects the Goods and/or Services, the Customer must issue a Notice clearly stating the reason for rejection and the remedy the Customer requires. No payment will be due for rejected Goods and/or Services until their acceptance.

C.C.12 Licences Approvals and Warranties

- 12.1 At no cost to the Customer, the Supplier must obtain and maintain all Intellectual Property Rights, licences or other approvals required for the lawful provision of the Goods and/or Services and arrange any necessary customs entry for any Goods.
- 12.2 The Supplier must provide the Customer with all relevant third party warranties in respect of Goods. If the Supplier is a manufacturer, the Supplier must provide the Customer with all standard manufacturer's warranties in respect of the Goods it has manufactured and supplied.

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

C.C.13 Specified Personnel

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

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

- a) is not performing the Supplier's obligations under the Contract to the standard or within the timeframe reasonably required by the Customer
- b) is not a fit and proper person, or
- c) is not suitably qualified to perform the Services.

13.3 Any Specified Personnel must be replaced with personnel that are acceptable to the Customer.

C.C.14 Liability of the Supplier

14.1 The Supplier will indemnify the Customer for any damage claim, cost or loss resulting from any negligent or wilful breach of its obligations or representations under the Contract by the Supplier or its officers, employees, agents or Subcontractors.

14.2 The Supplier's obligation to indemnify the Customer will reduce proportionally to the extent that the Customer has contributed to the claim, cost or loss.

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

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

C.C.15 Termination or Reduction for Convenience

15.1 In addition to any other rights either Party has under the Contract,

- a) the Customer acting in good faith, may at any time, or

- b) the Supplier, acting in good faith, may notify that it wishes to

terminate the Contract or reduce the scope or quantity of the Goods and/or Services by providing a Notice to the other Party.

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

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

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

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

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

C.C.16 Termination for Cause

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

- a) the Supplier does not deliver the Goods and/or Services as specified in the Contract, or notifies the Customer that the Supplier will be unable to deliver the Goods and/or Services as specified in the Contract
- b) the Customer rejects the Goods and/or Services in accordance with C.C.11 [Delivery and Acceptance] and the Goods and/or Services are not remedied as required by the Notice of rejection
- c) the Supplier breaches a material term of the Contract and the breach is not capable of remedy
- d) the Supplier does not remediate a material breach of the Contract which is capable of remediation within the period specified by the Customer in a Notice of default issued to the Supplier, or
- e) subject to the Customer complying with any requirements in the *Corporations Act 2001* (Cth), the Supplier:

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- i. is unable to pay all its debts when they become due
 - ii. if incorporated – has a liquidator, receiver, administrator or other controller appointed or an equivalent appointment is made under legislation other than the *Corporations Act 2001* (Cth), or
 - iii. if an individual – becomes bankrupt or enters into an arrangement under *Part IX* or *Part X* of the *Bankruptcy Act 1966* (Cth).
- 16.2 Termination of the Contract under this clause does not change the Customer's obligation to pay any Correctly Rendered Invoice.
- C.C.17 Supplier Payments**
- 17.1 If the Supplier is required to submit an invoice to trigger payment, the invoice must be a Correctly Rendered Invoice.
- 17.2 The Supplier must promptly provide to the Customer such supporting documentation and other evidence reasonably required by the Customer to substantiate performance of the Contract by the Supplier.
- 17.3 Payment of any invoice is payment on account only, and does not substantiate performance of the Contract.
- 17.4 If the Supplier owes any amount to the Customer in connection with the Contract, the Customer may offset that amount, or part of it, against its obligation to pay any Correctly Rendered Invoice.
- C.C.18 Dispute Resolution**
- 18.1 For any dispute arising under the Contract both the Supplier and the Customer agree to comply with (a) to (e) of this clause sequentially:
- a) both Contract Managers will try to settle the dispute by direct negotiation
 - b) if unresolved within five (5) Business Days, the Contract Manager claiming that there is a dispute will give the other Contract Manager a Notice setting out details of the dispute and proposing a solution. The date the dispute Notice is issued will be the date of the Notice ("Notice Date")
 - c) if the proposed solution is not accepted by the other Contract Manager within five (5) Business Days of the Notice Date, each Contract Manager will nominate a more senior representative, who has not had prior direct involvement in the dispute. These representatives will try to settle the dispute by direct negotiation
 - d) failing settlement within twenty (20) Business Days of the Notice Date, the Customer will, without delay, refer the dispute to an appropriately qualified mediator selected by the Customer or, at the Customer's discretion, to the chairperson of an accredited mediation organisation to appoint a mediator, for mediation to commence within thirty (30) Business Days of the Notice Date or such other period as agreed by the Parties, and
 - e) if the dispute is not resolved within sixty (60) Business Days of the Notice Date, either the Supplier or the Customer may commence legal proceedings or, by agreement, continue the mediation process for a period agreed by the Parties.
- 18.2 Representatives for the Supplier and the Customer must attend the mediation. The nominated representatives must have the authority to bind the relevant Party and act in good faith to genuinely attempt to resolve the dispute.
- 18.3 The Supplier and the Customer will each bear their own costs for dispute resolution. The Customer will bear the costs of a mediator.
- 18.4 Despite the existence of a dispute, the Supplier will continue their performance under the Contract unless requested in writing by the Customer not to do so.
- 18.5 This procedure for dispute resolution does not apply to action relating to C.C.16 [Termination for Cause] or to legal proceedings for urgent interlocutory relief.
- C.C.19 Transition In**
- 19.1 The Supplier must perform all tasks reasonably required to facilitate the smooth transition of the provision of the Goods and/or Services from any outgoing supplier to the Supplier.
- C.C.20 Transition Out**
- 20.1 If the Contract expires or is terminated under C.C.16 [Termination for Cause] the Supplier must comply with any reasonable directions given by the Customer in order to facilitate the smooth transition of the provision of the Goods and/or Services to the Customer or to another supplier nominated by the Customer.
- C.C.21 Compliance with Law and Policy**
- 21.1 The Supplier must comply with, and ensure its officers, employees, agents and Subcontractors comply with all laws applicable to the performance of this Contract and warrants that it will not cause the Customer to breach any laws.
- 21.2 The Supplier must comply with, and ensure its officers, employees, agents and Subcontractors comply with any Commonwealth policies relevant to the Goods and/or Services.
- 21.3 The Supplier agrees to provide such reports and other information regarding compliance with applicable law and Commonwealth policy as reasonably requested by the Customer or as otherwise required by applicable law or policy.
- 21.4 If the Supplier becomes aware of any actual or suspected breach of the requirements set out in 21.A to 21.J below, or any other applicable law or Commonwealth policy, it must:
- a) immediately report it to the Customer and provide a written report on the matter within

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- three (3) Business Days unless otherwise set out in these Terms, and
- b) comply with any reasonable directions by the Customer in relation to any investigation or further reporting of the actual or suspected breach.

21.A Access to Supplier's Premises and Records

- A.1 The Supplier must maintain and ensure its Subcontractors maintain proper business and accounting records relating to the supply of the Goods and/or Services and performance of the Contract.
- A.2 The Supplier agrees to provide to the Customer, or its nominee, access to the Supplier's or its Subcontractor's premises, personnel, computer systems, documents and other records, and all assistance reasonably requested, for any purpose associated with the Contract or any review of the Supplier's or the Customer's performance under the Contract, including in connection with a request made under the *Freedom of Information Act 1982* (Cth) or an audit or review by the Australian National Audit Office.
- A.3 Unless the access is required for an urgent purpose, the Customer will provide reasonable prior notice to the Supplier.
- A.4 If requested by the Supplier, the Customer will reimburse the Supplier's substantiated reasonable cost for complying with the Customer's request, unless the access is required for the purpose of a criminal investigation into the Supplier, its officers, employees, agents or Subcontractors.
- A.5 The Supplier must not transfer, or permit the transfer of, custody or ownership, or allow the destruction, of any Commonwealth record (as defined in the *Archives Act 1983* (Cth)) without the prior written consent of the Customer. All Commonwealth records, including any held by Subcontractors, must be returned to the Customer at the conclusion of the Contract.

21.B Privacy Act 1988 (Cth) Requirements

- B.1 In providing the Goods and/or Services, the Supplier agrees to comply, and to ensure that its officers, employees, agents and Subcontractors comply with the *Privacy Act 1988* (Cth) and not to do anything, which if done by the Customer would breach an Australian Privacy Principle as defined in that Act.

21.C Notifiable Data Breaches

- C.1 If the Supplier suspects that there may have been an Eligible Data Breach in relation to any Personal Information held by the Supplier as a result of the Contract, the Supplier must:

- a) immediately report it to the Customer and provide a written report within three (3) Business Days, and
- b) carry out an assessment in accordance with the requirements of the *Privacy Act 1988* (Cth).

C.2 Where the Supplier is aware that there has been an Eligible Data Breach in relation to the Contract, the Supplier must:

- a) take all reasonable action to mitigate the risk of the Eligible Data Breach causing serious harm to any individual to whom the Personal Information relates
- b) take all other action necessary to comply with the requirements of the *Privacy Act 1988* (Cth), and
- c) take any other action as reasonably directed by the Customer.

21.D Personal Information

- D.1 The Supplier agrees to provide the Customer, or its nominee, relevant information (including personal information) relating to the Supplier, its officers, employees, agents or Subcontractors, for the purposes of preventing, detecting, investigating or dealing with a fraud or security incident relating to a Contract.
- D.2 When providing personal information of a natural person under this clause, the Supplier warrants it will have obtained the consent of or provided reasonable notification to the person in accordance with the *Privacy Act 1988* (Cth).
- D.3 Nothing in these clauses limits or derogates from the Supplier's obligations under the *Privacy Act 1988* (Cth).

21.E Confidential Information

- E.1 The Supplier agrees not to disclose to any person, other than the Customer, any Confidential Information of the Customer other than in accordance with E.2, without prior written approval from the Customer.
- E.2 The Supplier may disclose Confidential Information of the Customer with its officers, employees, agents and Subcontractors who have a need to know the information for the purposes of performing the Contract, provided that the Supplier must ensure that its officers, employees, agents and Subcontractors are aware of, and comply with, the obligations in this clause 21.E. The Supplier agrees, on request by the Customer, to arrange for its officers, employees, agents or Subcontractors to give a written undertaking relating to nondisclosure of the Customer's Confidential Information in a form acceptable to the Customer.

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- E.3 The Customer will keep any information in connection with the Contract confidential to the extent it has agreed in writing with the Supplier to keep such specified information confidential.
- E.4 The Customer will not be in breach of any confidentiality agreement if the Customer discloses Confidential Information of the Supplier to its advisers, officers, employees or contractors in connection with this Contract or related activities, within the Customer's organisation or with another agency where this serves the Commonwealth's legitimate interests, or if it is required to disclose the information by a Minister or a House or Committee of Parliament, or for accountability or reporting purposes.
- E.5 The obligations in this clause 21.E will not be breached where the relevant information:
- is publicly available (other than through breach of a confidentiality or non-disclosure obligation), or
 - is required to be disclosed by law, an order of a court or a stock exchange, but in the case of disclosure by the Supplier, any such request must be reported by Notice to the Customer without delay and the text of the disclosure provided in writing to the Customer as soon as practicable.

21.F Security and Safety

- F.1 When accessing any Commonwealth place, area or facility, the Supplier must comply with any security and safety requirements notified to the Supplier by the Customer or of which the Supplier is, or should reasonably be aware. The Supplier must ensure that its officers, employees, agents and Subcontractors are aware of, and comply with, such security and safety requirements.
- F.2 If directed by the Customer, the Supplier and its officers, employees, agents and Subcontractors are required to undertake a security briefing prior to being able to work inside a Commonwealth office, area or facility.
- F.3 The Supplier must ensure that all information, material and property provided by the Customer for the purposes of the Contract is protected at all times from unauthorised access, use by a third party, misuse, damage and destruction and is returned as directed by the Customer.
- F.4 The Supplier acknowledges that unauthorised disclosure of security-classified information is an offence. Legislation (including the *Criminal Code Act 1995* (Cth)) contains provisions relating to the protection of certain information and sets out the penalties for the unauthorised disclosure of that information.

21.G Criminal Code

- G.1 The Supplier acknowledges that the giving of false or misleading information to the Commonwealth is a serious offence under section 137.1 of the schedule to the *Criminal Code Act 1995* (Cth).
- G.2 The Supplier must ensure that its officers, employees, agents and Subcontractors engaged in connection with the Contract are aware of the information contained in this clause.

21.H Fraud

- H.1 The Supplier must take all reasonable steps to prevent and detect Fraud in relation to the performance of this Contract. The Supplier acknowledges the occurrence of Fraud will constitute a breach of this Contract.
- H.2 If an investigation finds that the Supplier or its officers, employees, agents or Subcontractors have committed Fraud, or the Supplier has failed to take reasonable steps to prevent Fraud, the Supplier must reimburse or compensate the Customer in full.

21.I Taxation

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

21.J Public Interest Disclosure

- J.1 The Supplier must familiarise itself with the *Public Interest Disclosure Act 2013* (Cth) and acknowledges that public officials, including service providers and their Subcontractors under a Commonwealth contract, who suspect wrongdoing within the Commonwealth public sector may raise their concerns under the *Public Interest Disclosure Act 2013* (Cth).
- J.2 Information for disclosers is available at <https://www.ombudsman.gov.au/Ourresponsibilities/making-a-disclosure>.

21.K National Anti-Corruption Commission Act 2022 (Cth) Requirements

- K.1 The Supplier acknowledges that in providing the Goods and/or Services to the Customer under the Contract, it is a contracted service provider for the purposes of the *National Anti-Corruption Commission Act 2022* (Cth) (NACC Act).
- K.2 The Supplier must comply with any reasonable request, policy or direction issued by the Customer and otherwise cooperate with the Customer in relation to any action taken by the Customer required or authorised by the NACC Act.

C.C.22 Notification of Significant Events

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- 22.1 The Supplier must immediately issue the Customer a Notice on becoming aware of a Significant Event.
- 22.2 The Notice issued under clause 22.1 must provide a summary of the Significant Event, including the date that it occurred and whether any Specified Personnel or other personnel engaged in connection with the Goods and/or Services were involved.
- 22.3 The Customer may notify the Supplier in writing that an event is to be considered a Significant Event for the purposes of this clause, and where
- 22.4 this occurs the Supplier must issue a Notice under clause 22.1 in relation to the event within three (3) Business Days of being notified by the Customer.
- 22.5 Where reasonably requested by the Customer, the Supplier must provide the Customer with any additional information regarding the Significant Event within three (3) Business Days of the request.
- 22.6 If requested by the Customer, the Supplier must prepare a draft remediation plan and submit that draft plan to the Customer's Contract Manager for approval within ten (10) Business Days of the request.
- 22.7 A draft remediation plan prepared by the Supplier under clause 22.5 must include the following information:
- how the Supplier will address the Significant Event in the context of the Goods and/or Services, including confirmation that the implementation of the remediation plan will not in any way impact on the delivery of the Goods and/or Services or compliance by the Supplier with its other obligations under the Contract, and
 - how the Supplier will ensure events similar to the Significant Event do not occur again, and
 - any other matter reasonably requested by the Customer.
- 22.8 The Customer will review the draft remediation plan and either approve the draft remediation plan or provide the Supplier with the details of any changes that are required. The Supplier must make any changes to the draft remediation plan reasonably requested by the Customer and resubmit the draft remediation plan to the Customer for approval within three (3) Business Days of the request unless a different timeframe is agreed in writing by the Customer. This clause 22.7 will apply to any resubmitted draft remediation plan.
- 22.9 Without limiting its other obligations under the Contract, the Supplier must comply with the remediation plan as approved by the Customer. The Supplier agrees to provide reports and other information about the Supplier's progress in implementing the remediation plan as reasonably requested by the Customer.
- 22.10 A failure by the Supplier to comply with its obligations under this clause C.C.22 will be a material breach of the Contract. The Customer's rights under this clause C.C.22 are in addition to and do not otherwise limit any other rights the Customer may have under the Contract. The performance by the Supplier of its obligations under this clause C.C.22 will be at no additional cost to the Customer.
- C.C.23 Compliance with the Commonwealth Supplier Code of Conduct**
- 23.1 The Supplier must comply with, and ensure that its officers, employees, agents and Subcontractors comply with, the Code in connection with the performance of this Contract.
- 23.2 The Supplier must:
- periodically monitor and assess its, and its officers', employees', and agents' compliance with the Code; and
 - on request from the Customer, promptly provide information regarding:
 - the policies, frameworks or systems it has established to monitor and assess compliance with the Code; and
 - the Supplier's compliance with clause 23.1.
- 23.3 The Supplier must immediately issue the Customer a Notice on becoming aware of any breach of clause 23.1. The Notice must include a summary of the breach, the date that the breach occurred, and details of the personnel involved.
- 23.4 Where the Customer identifies a possible breach of clause 23.1, it may issue the Supplier a Notice, and the Supplier must, within three (3) Business Days of receiving the Notice, either:
- where the Supplier considers a breach has not occurred: advise the Customer that there has not been a breach and provide information supporting that determination; or
 - where the Supplier considers that a breach has occurred: issue a Notice under clause 23.3 and otherwise comply with its obligations under this clause C.C.23.
- 23.5 Notwithstanding clause 23.4, a Customer may notify the Supplier in writing that it considers that the Supplier has breached clause 23.1, in which case the Supplier must issue a Notice under clause 23.3 and otherwise comply with its obligations under this clause C.C.23.
- 23.6 A failure by the Supplier to comply with its obligations under any part of this clause will be a material breach of the Contract.
- 23.7 Nothing in this clause or the Code limits, reduces or derogates from the Supplier's other obligations under the Contract. The Customer's rights under this clause are in addition to and do not otherwise limit any other rights the Customer may have under the Contract. The performance by the Supplier of

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its obligations under this clause will be at no additional cost to the Customer.

- 23.8 The Supplier agrees that the Customer or any other Commonwealth agency may take into account the Supplier's compliance with the Code in any future approach to market or procurement process.



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Commonwealth Contracting Suite Glossary and Interpretation

Glossary

In the Commonwealth Contracting Suite (CCS):

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

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

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

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

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

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

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

“Commonwealth Supplier Code of Conduct” or **“Code”** means the Commonwealth Supplier Code of Conduct, as published on 1 July 2024, as updated from time to time.

“Confidential Information” means all forms of information that: is designated either specifically or generally as confidential in the Contract or DoSO, or is designated by its owner as confidential or which the other party knows, or ought to know is confidential (provided that, if it is the Supplier’s information, it meets all four (4) criteria of the Confidentiality Test published on the Department of Finance website and the Customer agrees in writing to treat the information as confidential).

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

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

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

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

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

“Correctly Rendered Invoice” means an invoice that:

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

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

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

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

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

Commonwealth Contracting Suite Glossary and Interpretation

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

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

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

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

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

“Goods and/or Services” means:

- a) the Goods and/or Services and any Material, and
- b) all such incidental Goods and/or Services that are reasonably required to achieve the Requirement of the Customer, as specified in the Contract and, where relevant, offered under a Standing Offer Arrangement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“Required Capabilities” means:

Commonwealth Contracting Suite Glossary and Interpretation

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

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

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

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

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

"Significant Event" means:

- a) any adverse comments or findings made by a court, commission, tribunal or other statutory or professional body regarding the conduct or performance of the Supplier or its officers, employees, agents or Subcontractors that impacts or could be reasonably perceived to impact on their professional capacity, capability, fitness or reputation, or
- b) any other significant matters, including the commencement of legal, regulatory or disciplinary action involving the Supplier or its officers, employees, agents or Subcontractors, that may adversely impact on compliance with Commonwealth policy and legislation or the Commonwealth's reputation.

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

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

"Standing Offer Details" means the section of the DoSO with the heading 'Standing Offer Details'.

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

"Statement of Work" means the section or schedule of the Contract (as the case may be) with the heading 'Statement of Work'.

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

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

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Interpretation

In the Commonwealth Contracting Suite, unless stated otherwise:

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

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

Contract Signing Page

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

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

EXECUTED as an Agreement

Signed for and on behalf of the **Commonwealth of Australia** as represented by Australian Securities and Investments Commission

ABN 86 768 265 615 by its duly authorised delegate in the presence of

Signature of witness

Signature of delegate

Name of witness (*print*)

Name of delegate (*print*)

Position of delegate (*print*)

Date:

Executed by Superannuation Consumers' Centre Ltd **ACN** 163 636 566 **ABN** 34 163 636 566 in accordance with Section 127 of the *Corporations Act 2001*:

Signature of CEO

s 22

Name of CEO (*print*)

Date

s 22 s 22

10/11/2025