



## **Australian Government**

### **Approach to Market**

#### **To establish Contract for CCA leadership development**

**Reference ID: PROC1713**

UNSPSC: 86000000 Education and training services

This Approach to Market (ATM) is for the provision of: a leadership training program for the ASIC Communications and Corporate Affairs extended leadership team. Developing the capability of CCA's extended leadership team has been identified as a priority to foster an improved performance and team culture.

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>.

## Statement of Requirement

### A.A.1 Key Information and Dates

#### Approach to Market

| Event                                   | Details   |
|---|---|
| ATM Closing Date                        | Friday, 13 September 2024   |
| ATM Closing Time                        | 12 noon 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 Thursday, 12 September 2024, 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:      | Tuesday, 8 October 2024                              |
| Proposed End Date:        | The Contract will terminate on Monday, 30 June 2025. |
| Contract Extension Option | The Contract Term will not be extended.              |

## A.A.2 The Requirement

The objective of this request is to source a suitably qualified and experienced supplier to deliver a leadership development program for people leaders in ASIC's Communications and Corporate Affairs Group (CCA). This Statement of Requirement (SOR) sets out ASIC's requirements and standards for delivery.

This SOR will eventually form the Statement of Work (SOW) and be an attachment to the Agreement.

Communications and Corporate Affairs is responsible for delivering ASIC's external communications, group communications comprising employee and strategic communications, government relations and digital and consumer communications. These four functions are led by Heads Of, reporting to the Chief Communications Officer, and with Senior Managers and Senior Specialists, form an extended leadership team. This team is responsible for delivering CCA's strategy and supporting ASIC's strategic priorities.

Developing the capability of CCA's extended leadership team has been identified as a priority to foster an improved team culture, capability and performance.

The supplier will design a program which develops the leadership capabilities of CCA's extended leadership team. The program should cover (but not be limited to) concepts including the leadership pipeline, leadership systems, human centred leadership and practical leadership skills.

The program should be delivered in two separate modules:

1. A program for those who lead others – i.e. teams and projects
2. A program for those who lead through leaders

The supplier will determine the content and structure of the modules to be delivered, including the number of sessions to be held, in consultation with ASIC.

At least one session involving the full extended leadership team should be incorporated in the program of work.

The program should be completed by 30 June 2025.

Any expenses such as travel should be included in the total contract cost.

### 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

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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

The Customer must accept or reject any deliverables under the Contract in accordance with the Commonwealth Contract Terms [Clause C.C.11].

| Milestone Description | Delivery Location | Due Date |
|-----------------------|-------------------|----------|
|-----------------------|-------------------|----------|

## A.A.2(f) Meetings

The Supplier will be required to attend meetings as follows:

| Meeting Type                                    | Position Required       | Frequency                           | Mode    | Location |
|---|-------------------------|-------------------------------------|---------|----------|
| All workshops as part of the leadership program | Principal or equivalent | As scheduled as part of the program | On-site | Sydney   |

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

ASIC will provide the venue for the workshops (either offsite or on ASIC premises), any IT equipment (e.g. screens) and catering.

## 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 [cameron.hamilton@asic.gov.au](mailto:cameron.hamilton@asic.gov.au) quoting reference number PROC1713 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)
- PDF (.pdf)

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 20 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: Cameron Hamilton, Senior Specialist

Email Address: cameron.hamilton@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: | Procurement Officer |
| Email Address: | tenders@asic.gov.au |

Information relating to the handling of complaints is available on the Customer’s website at: .

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) 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
- b) 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

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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/).

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|--|
| <b>Commonwealth Approach to Market (ATM) Terms</b> |
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## 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 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

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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:
  - a) extent to which the Potential Supplier's Response meets the Customer's Requirement set out in this ATM
  - b) extent to which the Potential Supplier demonstrates its capability and capacity to provide the Requirement, and
  - c) 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/indigenous-affairs/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 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.
- 7.2 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 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.



## Commonwealth Approach to Market (ATM) Terms



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## Commonwealth Contracting Suite Glossary and Interpretation

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

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

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

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

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

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

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

**“Correctly Rendered Invoice”** means an invoice that:

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

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

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

## Commonwealth Contracting Suite Glossary and Interpretation

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“**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.

“**Electronic invoicing**” or “**el invoicing**” 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 el invoicing enabled.

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

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

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

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

“**Goods and/or Services**” means:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



## Commonwealth Contracting Suite Glossary and Interpretation

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“**Required Capabilities**” means:

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

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

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

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

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

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

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

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

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

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

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

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

## Commonwealth Contracting Suite Glossary and Interpretation

### Interpretation

In the Commonwealth Contracting Suite, unless stated otherwise:

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

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

## 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.



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- 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 CCA leadership development  
ATM Reference ID: PROC1713

|   |   |
|---|---|
| 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]. | <input type="checkbox"/> <b>Yes</b><br><input type="checkbox"/> <b>No:</b> 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].                      | <input type="checkbox"/> <b>Yes</b><br><input type="checkbox"/> <b>No:</b> 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: | Cordis Enterprises Pty Ltd (Trading as Beyond Leadership) |
|--------------------------|---|

Section 22

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## 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.

# Section 22

## Proposal to Deliver the Leadership Development Program

### Program Structure and Delivery Methodology

The program we propose is composed of two distinct yet interconnected modules:

#### 1. Leading Others Program

- **Objective:** To equip team leaders with the skills and tools needed to effectively manage people, projects, and day-to-day operations while fostering a positive and sustainable high-performance work culture.

- **Content:** This module will include sessions on emotional intelligence, understanding your leadership level within a system, understanding leadership transitions and the change required in skillset, time application and value, setting objectives and prioritising tasks, delegating and follow up, feedback, coaching and developing direct reports, assess and improve performance, building team engagement.



- **Delivery:** Interactive workshops combining evidence-based theory, practical exercises, and a focus on leaders bringing their current work into the sessions as opposed to using case studies or fictional scenarios. Each session is designed to be highly engaging, with actionable insights that participants can immediately apply in their roles. The delivery is over 4 days and includes all materials and a Leadership 360 report.

## 2. Leadership Through Leaders Program

- **Objective:** This module is designed for those managing through other leaders. It focuses on strategic leadership, empowering others, and fostering a culture of innovation and accountability.

- **Content:** Topics include understanding systems based leadership and leading at level, developing and executing operational plans, strategic decision-making, leading through change, coaching and developing leaders for performance, assessing and improve performance of leaders and leadership styles for managing senior-level teams.

- **Delivery:** Interactive workshops combining evidence-based theory, practical exercises, and a focus on leaders bringing their current work into the sessions as opposed to using case studies or fictional scenarios. Each session is designed to be highly engaging, with actionable insights that participants can immediately apply in their roles. These sessions will also include leadership round table discussions and a 3 hour whole leadership team session. The delivery is over 4 days and includes all materials and a Leadership 360 report.

Both modules will involve leadership assessments, feedback mechanisms, and the development of personal leadership action plans to ensure ongoing development beyond the program.

## Delivery Methodology

We propose the following learning approach:

- **Workshops:** A mix of in-person and virtual workshops for flexibility, covering essential leadership topics.
- **Leadership Assessments:** We will conduct assessments using proven tools such as Personal Values to identify strengths, Self Awareness measures and a Leadership 360 to unpack areas for development, and align leadership behaviours with ASIC's goals.
- **Commencement and Close-Out Meetings and Briefings:** We will conduct commencement and program completion meetings with the senior leadership team to discuss the approach. This team will also be continuously updated throughout the programs. Each program has a specific briefing for participants prior to the in-person sessions.
- **Ongoing Support:** Post-program support including follow-up coaching sessions, progress assessments, and access to online resources to ensure lasting impact should it be required. Note ongoing work sits outside the scope of this proposal and can be contracted on an as needs basis.

## Project Milestones and Timeframes

The proposed timeline for delivering the program is as follows:

- **Week 1:** Project initiation and kick-off meetings with ASIC's leadership team to confirm program objectives, participant details, and logistics.
- **Week 2:** Participant briefings and Leadership assessments sent to participants
- **Week 5:** Delivery of Module 1 for Leading Others participants, and Delivery of Module 1 for Leading through Leaders participants (2 days per group).
- **Week 9:** Delivery of Module 2 for Leading Others participants and Delivery of Module 2 for Leaders through participants (2 days per group).

- **Week 9:** Full team leadership workshop to foster team cohesion and alignment.
- **Week 10:** Project completion meeting with Senior Leadership team

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## 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<br>GST Exclusive | GST<br>Component | Total Price<br>GST Inclusive |
|---------------------------------------|--|------------------------------|------------------|------------------------------|
| TBA                                   | Leading Others Program Kick Off          | \$30100                      | \$3010           | \$33110                      |
| TBA                                   | Leading Through Leaders Program Kick Off | \$35117                      | \$3511           | \$38629                      |
| TBA                                   | Travel                                   | 7500                         | 750              | 8250                         |
|                                       |  |                              |                  |                              |
|                                       |  |                              |                  |                              |
| <b>Total Fixed Price for Services</b> |  |                              |                  | \$79,989                     |

### 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<br>(GST Exclusive) | GST<br>Component | Total Price<br>(GST Inclusive) |
|----------|-----------------------|--------------------------------|------------------|--------------------------------|
|----------|-----------------------|--------------------------------|------------------|--------------------------------|



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|                                      |  |         |        |          |
|--------------------------------------|--|---------|--------|----------|
| 2 weeks after acceptance of contract | Leading Others Program Kick Off          | \$30100 | \$3010 | \$33110  |
| 2 weeks after acceptance of contract | Leading Through Leaders Program Kick Off | \$35117 | \$3511 | \$38629  |
| Upon purchase                        | Travel                                   | 7500    | 750    | 8250     |
|                                      |  |         |        |          |
|                                      |  |         |        |          |
| <b>Total Milestone Payments</b>      |  |         |        | \$79,989 |

# Section 22