PROCUREMENT RISK ASSESSMENT AND TREATMENT PLAN (RATP)

Procurement ID:	P240410	Procurement Title:	Provision of Infrastructure Automation and Integration Services

This RATP is prepared in the context of the above-stated procurement activity, and must be read in conjunction with the associated Spending Proposal documentation. It is the responsibility of the Delegate and Contract Management Team to maintain this RATP throughout the lifecycle of the procurement activity. At a minimum, RATPs require review every 12-months or at the time of considering any variation/extension to the relevant contract. For general advice and assistance in understanding risk management please contact the Risk and Assurance Team (Risk-and-Assurance@afp.gov.au). Further guidance is also available on the AFP Hub.

	IDENTIFY		ANALYSE			EVALUATE					
Risk #	Risk Description Provide a description for each key risk that could impact this procurement activity achieving its objective	Source/s of the Risk Describe the potential causes of the risk occurring	Consequence/s Describe the impacts if the risk occurred	Existing Controls for each source of the risk List out main existing controls which prevent/mitigate the source of the risk Control/s (Description of the existing control/s in place for each source)	Control Owner (Full name & title of the AFP member responsible for the control)	Control Rating (Fully Effective, Partially Effective, Ineffective)	Control Effectiveness (Strong, Moderate, Weak)	Current Risk Rating (Assess the consequences and their likelihood taking into account the effectiveness of the existing controls) Consequence	Likelihood	Rating	Proposed action to be taken (Avoid, Reduce, Share, Retain)
1	The procuring business area has considered risk/s relating to the release and/or public reporting of contract information and are satisfied it is not sensitive and no harm would likely be caused by public disclosure.	Public disclosure (including AusTender Reporting) legislative requirements Media enquiries, Questions on Notice (QONs), Senate Estimates, and FOI requests	Not applicable	Not applicable.							
2	Procurement activity is delayed (put on hold) after recieving a formal complaint under the Government Procurement (Judicial Review) Act 2018 (Cth).	This procurement activity is not a covered procurement (i.e. open tender approach valued at or above $80,000) and therefore not subject to the Government Procurement (Judicial Review) Act 2018 (Cth) requirements.	Nil consequence. This procurement activity is not a covered procurement (i.e. open tender approach valued at or above $80,000) and therefore not subject to the Government Procurement (Judicial Review) Act 2018 (Cth) requirements.	Nil control required.							
3	The procurement activity is delayed (this risk includes delays associated with the development of the SoR, spending proposal and related documentation, draft contract, tender documentation, and obtaining stakeholder endorsements and/or Delegate approval).	Funding source not secured, budget cycle not finalised or changed; and/or elections caretaker period. Evaluation process and/or contract negotiations not properly planned, progressed or managed. Failure to engage early with key stakeholders (i.e. T&I, AFP Legal, Security Ops, Assets etc.) or the AFP's central procurement advisory team (i.e. NPC).	Delay may inhibit ability to perform investigation functions.	Stakeholder engagement prior to undertaking the procurement. Business area to engage with CPS and Specialist Capability Systems prior to procurement process.	Commander CTO	Fully Effective	Strong	Minor	Unlikely	Low - No additional treatments required	

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4	The procurement activity fails to achieve (or demonstrate) 'Value for Money' (VFM). (VFM as defined in the Commonwealth Procurement Rules (CPRs) Division 1 Section 4.)	Solution to be procured not adequately scoped or does not adequately address the reason for the procurement activity, insufficient market research conducted, investigations into alternative or in-house solutions not explored. Procuring business area narrows the requirement unnecessarily (i.e. specifies capabilities, scope or functionality rather than seeking innovative solutions from the market). Failure to consider the whole-of-life costs including contract management costs, transition-out, end of useful life disposal costs, potential environment impacts. AFP-specific requirements - such as those relating to location/country, security requirements or technical specifications - adds complexity and a premium costs.	Ineffective and inefficient use of AFP resources (including human resources, financial resources, time resources and operational and business opportunity costs). Damage to the AFP's reputation; which may include reduced Government, law endorsement partner or public confidence. Contract variations (increase or decrease), scope creep/increased contract costs, additional administrative burden, and reduced Executive confidence in procuring business area. Narrows the market, reduced competitive process as limited potential suppliers encouraged to tender. Most competitive and innovative solution may not be offered. Additional costs incurred by the AFP, in addition to those budgeted for and approved by the PGPA Delegate.	Stakeholder engagement prior to undertaking the procurement. Business area to engage with CPS and Specialist Capability Systems prior to procurement process. Previous procurement process has sought multiple quotes and the current procurement is eligible for an exemption under 10.3(d)(iii)	Superintendent DSC	**Fully Effective**	**Strong**	**Moderate**	**Rare**	**Low - No additional treatments required**	
5	The procurement activity is not compliant with the Australian Government procurement framework (i.e. Public Governance, Performance and Accountability (PGPA) Act, Commonwealth Procurement Rules (CPRs) and Procurement Connected Policies (PCPs)), and/or the AFP's governance arrangements (i.e. Commissioner's Orders (CO), Commissioner's Financial Instructions (CFIs) and National Guidelines).	The AFP procurement processes including the use of current AFP procurement templates, the AFP National Guideline on procurement and contracting, and the Commissioner's Financial Instructions (CFIs), are not followed. Consultation with the AFP's central procurement advisory body, National Procurement and Contracts (NPC), and/or NPC's advice and recommendations were not considered/followed. Consultation with the AFP Legal was not undertaken and/or AFP Legal's advice and recommendations were not considered/followed. Procuring business area does not adequately scope the procurement activity's requirements; forcing contract variations beyond the scope of the original Approach to Market (ATM). Procuring busienss area did not conduct adequate market research and/or failed to accurately estimate the whole-of-procurement costs (resulting in procurement activity being progressed following lower-value CPRs threshold being	Delay may inhibit ability to perform investigation functions.	Stakeholder engagement p ior to undertaking the procurement. Business area to engage with CPS and Specialist Capability Systems prior to procurement process. Previous procurement process has sought mul iple quotes and the current procu ement is eligible for an exemption under 10.3(d)(iii)	Superintendent DSC	**Fully Effective**	**Strong**	**Moderate**	**Rare**	**Low - No additional treatments required**	
6	Fraudulent, corruption and/or probity activities occur under the procurement activity.	AFP Appointees (or Contracted AFP Appointee) conducts procurement activities in a dishonest/deceptive manner in order to obtain a benefit or personal gain; examples could include abuse of power for private gain, manipulating outcomes of procurement evaluation, falsifying or destruction of documentation, lack of probity, conflicts of interest, corruption. Evaluation process and/or selection of preferred supplier is based on perceived or actual conflicts of interest.	AFP resources redirected to address fraud/corruption issue/s including PRS investigation, AFP Legal to prosecute through criminal or civil action or contractual issues/litigation. Damage to the AFP's reputation; which may include reduced Government, law endorsement partner o public confidence. Effective procurement outcome not achieved or procurement activity delayed, suspended or withdrawn. Where a procurement activity falls within the scope of the Government Procurement (Judicial Review) Act 2018 (Cth) a compliant may also be received. Increased agency internal policy and governance, processes and bureaucracy. May also trigger internal and external audits.	AFP Governance arrangements and De egations (and internal/external audits and reviews to ensure adherence to these). AFP Fraud Control and Anti-corruption Plan (plus mandatory iAspire training). Separation of duties for multiple areas of the procurement process and contract lifecycle. Additional separations imposed where percieved or actual conflicts are identified. Conflict of Interest (CoI) Declarations completed, mitigations to be approved by Delegate (and put into action); with records maintained on AFP Official Files. Professional Standards (PRS) Investigations and Internal Audit (IA) review of processes conducted associated with AFP procurement activities, contracts and spend categories. Engagement with NPC and AFP Legal for probity advice, engaegment of an independent Probity Advisory, and completion of Probity Plans	Superintendent DSC	**Fully Effective**	**Strong**	**Moderate**	**Rare**	**Low - No additional treatments required**	
		Supplier requires access to AFP locations, systems, information or personnel in order to deliver the goods and/or services. The delivery of part or all of the contract evolves sub-contracting and/or third party (supply chain) access to AFP locations, systems, information or personnel.	A contractor (supplier) or its subcontractor, without a Organisational Suitability Assessment (OSA) or appropriate security clearance, uses access to AFP locations, systems, information or personnel to disrupt AFP operations (including access to systems and information), cause harm or make threats of harm to the AFP or its personnel (e.g. Security vetting contractors). Operational targets (including unknown) gain access to policing methodologies, capabilities and operations and use this access to disrupt operational activities, cause harm or threats of harm	The procuring business area will consult with key stakeholders including Security Operations (as required) in preparing the procurement documentation before progressing an Approach to Market (ATM). AFP Legal provides additional 'AFP Special Conditions' relating to the engagement of Contractors/Specified Personnel to engage them as Contracted AFP Appointees.							

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				Control/s (Description of the existing control/s in place for each source)	**Control Owner** (Full name & title of the AFP member responsible for the control)			Consequence	Likelihood	Rating	
7	Security breaches and incidents (related to physical security, information security, personnel security) involving the contractor (supplier) or any of its subcontractors.	Approach to Market (ATM) documentation contains sensitive information; and is released out to the open market. Business Area executes a contract with a Vendor with affiliations/links to illegal activities (i.e. outlaw motorcycle gangs, fraud, terrorist organisations). Contractors (including Contracted AFP Appointees) engaged but not effectively managed or monitored (including AFP Access Control and Security Vetting not advised when contract terminated/expired).	to disrupt operational activities, cause harm or threats of harm to the AFP or its personnel, or gain access to human targets/witnesses (e.g. transcription services and translation/interpreter services). Contractors (including Contracted AFP Appointees) gain access outside the 'need to know' in order to effectively delivery the goods and/or services under the associated contract. Contractors (including Contracted AFP Appointees) engaged to access back-end of ICT systems and communication capabilities. Purchase of capabilities that transfer or store AFP intelligence or data from unknown/unvetted suppliers (specifically those from overseas or with overseas-parent companies)(e.g. radio equipment, smart phone accessories, CCTV, drones)	Appropriately skills/qualified AFP Appointee identified to manage the Contractor/s. ATM documentation peer reviewed or cleared by Information Security, AFP Legal or other SME. Completion of Organisational Suitability Assessments (OSA), Employment Suitability Question (ESQ) and Security Clearance processes.	Superintendent DSC	**Fully Effective**	**Strong**	**Moderate**	**Unlikely**	**Medium**	

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8	Privacy breaches - including non-compliance with the 'Privacy (Australian Government Agencies - Governance) APP Code 2017' - where a data breach occurs resulting in the release of personal information.	A Privacy Impact Assessment (PIA) was not considered or followed in the course of progressing the procurement activity and managing any subsequent contractual arrangement. Stakeholders to the procurement activity not aware/familiar with privacy obligations. Mandatory Privacy training not completed (as required annually) by AFP Appointees, including Contracted AFP Appointees. Procuring business area does not consider whether their procurement activity involves the access to, or collection or storage of, personal information, and does not consult with the AFP Privacy Officer or complete the required Privacy Impact Statement (PIA).	Impacts to business and operations - including complaints and legal action being taken out by affected individuals.	Appropriate AFP governance and instructions - specifically section 23.3 Privacy within the National Guideline on procurement and contracting and the National Guideline on privacy. AFP Chief Legal Counsel as the AFP Privacy Officer, and is charged with educating and providing guidance on how to comply with the Code. Online iAspire training which is mandatory for all AFP appointees (including non-ongoing contractors). Panel contract sets out privacy and confidentiality obligations. Minimal, if any, access will be provided to personal information.	Superintendent DSC	Partially Effective	Strong	Major	Rare	Medium	
9	Contract Owner and Contract Manager fail to effectively manage contract, and the AFP does not recieve value for money.	Wrong level or unskilled/unqualified resources responsible for management of AFP contracts. May also include failure to appropriately 'categorise' the contract and/or the Executive not appropriately focusing resources on contract management activities. Also cosnder issues with contractors managing contractors. Responsible Contract Owner and Contract Manager fail to engage with agency's central procurement and contract advisory area for assistance and direction. Failure to implement appropriate objectives and measures, key performance indicators (KPIs) or milestones/deliverables into contracts. Contract management plan and/or contractor performance plan not established, or used, throughout the life of the contract. Ineffective contract negotations resulting in the execution of contracts not in the best interests of the AFP, or in appropriately transfers risk to the AFP.	Goods and/or services provided by the contract are not received by the AFP - impacting in operational or business objectives and the AFP paying for goods/services not received. Value for money not realised. Under-performance is not recorded, addressed and corrected - increasing/shifting workload to other resources, increasing inequality among business areas or project teams - and fails to provide appropriate evidence-base to enable the reduction or termination of ineffective contracts. Over-performance/role creep occurs leading to contractual variations, increased project costs, CPR non-compliance issues. Service provider does not maintain service levels, continuity of service and exposes the AFP to loss or reduced capabilities. May impact on public opinion/confidence and reputation.	Early engagement with NPC and AFP Lega - to identify form of contract, contract structure, specific contract terms and conditions - to most appropriately address requirements while managing risk. Appropriate utilisation of AFP contract management governance and t mplates (which have been designed to align to t e Australian Government Contract Management Guide). Procuring business area nvests in pre-procurement planning activities - including stakeholde engagement, market esearch scoping studies and defines the intended outcome/solution (objective/s and measure/s). AFP Executive commitment to contract management activit es through allocation of appropriate resources and tools for the life of the contract. Identify ongoing AFP r sources who are 'invest d' (end users/owners) in the contract's outcome - provide guidance and training - to enab e these resources to manage the contracts.	Commander CTO	Fully Effective	Strong	Minor	Unlikely	Low - No additional treatments required	
10	Failure to consider issues surrounding commercial in-confidence provisions, licencing requirements or intellectual property in procurement and contracting.	Procuring officer accepts 'click conditions' contained in online ordering forms and web-based contracts, without due consideration or understanding OFFICIALof consequences. Proposed solution identified based on a proprietary product or service rather than functionality or capability criteria.	AFP invests in bespoke or customised technology, product or solution but does not own IP rights. Ongoing investment/cost required for licencing, subs ription, to modify, upgrade or maintain - educed value for money or increasing whole of life costs. Forces the ongoing investment in a pa ticular design, proprietary product or solution and may narrow the market for future competitive p ocurement activities (based on a small supplier/service p ovider base).	Requ rements are based on existing AFP technology investment. No new technologies to be procured as part of the engagement. Business area to direct work and deliverables to ensure outcomes are focussed on technologies approved by DAF.	Superintendent DSC	Fully Effective	Strong	Insignificant	Rare	Low - No additional treatments required	
11	The procurement involves investment in new technologies and capabilities - including change to business practices and/or service delivery models (internal to outsourced and vice versa) - which prematurely become redundant/supersede before providing the expected return on investment.	Technology advancements are ever-changing, and the rate of change is accelerating. The way in which the agency, and the wider-policing community does 'business' is increasingly reliant of technology, data and communication solutions. Long led-time to scope, design, prototype, take to market. May also include over-engineering and over-scoping of requirements or performance criteria. Investment in bespoke, highly-customised and untested technologies and related solutions with no proven record of success or known useful life.	Investment fails to demonstrate as an effective return on (capital and resourcing) investment - does not meet expectations for useful life or becomes superseded prematurely. Heavy investment (including capital) to update, upgrade, retool and retrain - impacting resources both in enabling functions and and operations. Requires investment in technical specialist contractors or upskilling of existing workforce to facilitate project/procurement activities, testing, implementation, and for maintenance and support.	Requirements are based on existing AFP technology investment. No new technologies to be procured as part of the engagement. Business area to direct work and deliverables to ensure outcomes are focussed on technologies approved by DAF.	Superintendent DSC	Fully Effective	Strong	Insignificant	Rare	No additional treatments required	

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				Control/s (Description of the existing control/s in place for each source)	Control Owner (Full name & title of the AFP member responsible for the control)			Consequence	Likelihood	Rating	
										Low	
12	Contractor fails to deliver against the contract obligations	Supplied services are not 'fit for purpose' and do not achieve the required outcome.	Delay may inhibit ability to perform investigation functions.	Business area to direct work and deliverables to ensure outcomes are focussed on technologies approved by DAF. Procurement process to evaluate technical capability. Panel contract has provision to terminate contract for convenience and/or supplier default.	Superintendent DSC	Partially Effective	Strong	Moderate	Unlikely	redacted	
13											
14											

		PGPA Delegate Approval		
Date first completed:	2-Jul-24			
Review frequency:	Minimum frequency of informally every three (3) months for the life of the procurement activity; and formally at the time of consideration of any contract variation or	Recommending Officer's Comments:		redacted 2 July 2024
Date of this review:	2-Jul	PGPA Delegate's Comments:	Endorsed	redacted s47E(d) s22(1)(a)(ii)

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Australian Government

Approach to Market

To establish Contract for Infrastructure Automation and Integration Services

Reference ID: P240410

UNSPSC: 80111600 Temporary personnel services

This Approach to Market (ATM) is for the provision of: Infrastructure Automation and Integration Services.

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s37(2)(c)

s37(2)(c)

The Commonwealth of Australia as represented by Australian Federal Police (the Customer) is seeking submissions for the provision of the goods and 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.

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Statement of Requirement

A.A.1 Key Information and Dates

Approach to Market

Event	Details
ATM Closing Date	Friday, 19 July 2024
ATM Closing Time	5:00 pm ACT 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, 17 July 2024, ACT 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	Potential Supplier personnel proposed to perform the services must be Australian citizens and have the ability to obtain an AFP Negative Vetting Level 1 Security Clearance

Proposed Contract

Event	Details
Proposed Start Date:	Thursday, 15 August 2024
Contract Term:	The Contract will remain in force for a period of 12 months from the date the Contract is entered into.
Contract Extension Option	The Contract Term will not be extended.

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A.A.2 The Requirement

AFP requires expertise in automation using Red Hat Ansible (or equivalent) as well as integration of applications with DMAP. Working with the AFP, and as directed, the seller will be required to:

a. Provide advice and subject matter expertise in relation to:
   i. the use of automation to further standardise infrastructure and environments;
   ii. the use of Red Hat Ansible;
b. Collaborate with the AFP architects and key stakeholders, and provide input into architecture and design decisions;
c. Develop custom software in support of this solution;
d. Actively support and participate in the development of documentation artefacts; and
e. Review business and requirements and provide feedback.

The following deliverables will be required:

Deliverable
Advice and implementation of a user interface solution to enhance DSC's existing use of Ansible for infrastructure-as-code
Advice and software development relating to the "Job Manager" component of DMAP, including assessment of whether COTS infrastructure-as-code user interfaces
Software development of DMAP core APIs and libraries that interface with the Datastax database solution

1. Capability

The supplier will have experience implementing infrastructure-as-code in enterprise environments, as well as experience in software development for integration of data between disparate platforms.

2. Capacity

a. Resourcing requirements

The services will be delivered by one or more supplier resources, and will be delivered within a capped number of effort hours for each deliverable, to be performed on consecutive days (excluding weekends and public holidays). Suppliers should assume a maximum of 640 hours of effort noting this is subject to confirmation, and should also assume a maximum allocation for each deliverables as follows:

- 320 hours - Advice and implementation of a user interface solution to enhance DSC's existing use of Ansible for infrastructure-as-code.
- 80 hours - Advice and software development relating to the "Job Manager" component of DMAP, including assessment of whether COTS infrastructure-as-code user interfaces.
- 240 hours - Software development of DMAP core APIs and libraries that interface with the Datastax database solution.

Any allocations not fully utilised may be used for additional requirements to be agreed by the AFP and supplier.

Work is able to be performed remotely however onsite attendance (in Canberra) will be required on dates and times to be agreed. A desk and chair will be provided to the supplier personnel when onsite.

b. Experience

The supplier resources will have experience implementing infrastructure-as-code in enterprise environments, as well as experience in software development for integration of data between disparate platforms.

c. Expertise

The supplier resources will have subject-matter expertise in Ansible, Python programming, and Cassandra databases.

3. Compliance

a. Security Requirements

Supplier personnel proposed to perform the services must be Australian cit zens and have the ability to obtain an AFP Negative Vetting Level 1 security clearance.

b. Governance

Supplier personnel will meet with AFP as required throughout the engagement.

c. Work, Health and Safety

When onsite at AFP premises, the supplier personnel must adhere to AFP WHS policies as directed.

4. Pricing

- Pricing must be inclusive of GST.
- Pricing must be quoted as time and materials.

5. Reimbursable Expenses

- Where supplier personnel are required to travel in order to perform the services, the supplier will be entitled to reimbursement of travel costs which have been approved in writing by the AFP before the travel takes place.
- Subject to written approval and supporting receipts and other travel documentation being provided, the AFP will reimburse actual costs not exceeding those calculated under the AFP's travel entitlement rates for non-SES Personnel (to be provided following commencement of the engagement).

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6. Delivery Milestones

Timeframes for Deliverables will be based on the sellers proposed resourcing taking into account the maximum allocations at clause 2.a. Services are expected to be completed by 31 March 2025.

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

Clearances to the level of Negative Vetting Level 1 will be required.

The cost of obtaining each security clearance will be borne by the Customer. The Supplier must ensure that its Specified Personnel promptly provide to the Customer relevant details to assist with the security clearance process, and the Supplier must notify the Customer promptly in writing of any change in circumstances which is likely to affect the Customer's assessment of the Specified Personnel's entitlement to hold a security clearance.

Security Clearance

This role requires an AFP Negative Vetting Level 1 Security Clearance or the ability to obtain one.

Candidates should be aware that the security clearance process can take some time to complete.

To assist in the timely completion of the Security Clearance process, applicants must have a 10 year 'checkable' background as per the Protective Security Policy Framework. An accumulative 1-year period outside of Australia during the checking period (10 years) is deemed 'uncheckable'. The applicant is required to supply appropriate documentation and

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referee coverage from trusted sources to verify where they were and what they were doing. If the clearance subject is unable to satisfy the requirements for a checkable background they would be deemed ineligible to apply for a security clearance.

Mandatory Drug Testing

Specified Personnel will be determined to be AFP Appointees and required to undertake a test for illicit drugs in accordance with the AFP Illicit Drug Free Work Force Policy.

The Service Provider acknowledges the AFP's Commissioner's Order on Covid-19 vaccinations (CO10) and the AFP National Guideline on Covid-19 mandatory vaccinations which provides all AFP Appointees must be vaccinated with two doses of a Covid-19 vaccine and any further does of a Covid-19 vaccine necessary to maintain up-to-date vaccination status in order to perform the services. The Service Provider warrants all specified personnel are vaccinated with at least two doses of a Covid-19 vaccination.

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.

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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].

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 provide escorted access to Customer facilities or assistance available to the Supplier.

A.A.2(h) Customer Material

The AFP will provide the following Material to the Service Provider to perform the Services:

- As provided by the AFP throughout the term of this Contract.
- The Service Provider must comply with the following directions and requirements when using AFP Material in relation to this Contract:

As advised when provided

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 s22(1)(a)(ii) @afp.gov.au quoting reference number P240410 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)

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 10 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.

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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: s22(1)(a)(ii) Purchasing Officer

Email Address: s22(1)(a)(ii) @afp.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:	Coordinator Central Procurement Services
Email Address:	s22(1)(a)(ii) @afp.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

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/.

A.C.3 Definitions and Interpretation for clauses A.C.3 – A.C.8

A.C.3.1 In clauses A.C.3 to A.C.8, the following definitions apply:

AFP Act	means the *Australian Federal Police Act 1979* (Cth).
AFP Appointee	has the same meaning as given to that term in the AFP Act.
Business Day	means a day that is not a Saturday, Sunday, or public holiday in the Australian Capital Territory.
Commissioner	means the Commissioner of the Australian Federal Police (including his/her delegates).
Determination	means a determination by the Commissioner under section 35 of the AFP Act.
Positive Test Result	means a result of Testing for Prohibited Drugs demonstrating the presence of a prohibited drug.
Testing for Prohibited Drugs	means the testing described in clause A.C.6, conducted in accordance with the form of consent at Annexure A.

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A.C.4 Engagement and Non-Publicity

A.C.4.1 The Supplier acknowledges and agrees, that it, its officers, employees, agents and subcontractors and its subcontractors' personnel (to the extent that any of those persons provide Services to the Customer under this Contract and including Specified Personnel) (**Personnel**):

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

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

A.C.4.2 The Supplier must not, without the prior written consent of the Customer:

(a) use the Customer's name or logo;

(b) suggest any endorsement by the Customer, including noting the Customer as a client of the Supplier on advertising or promotional material;

(c) make any public announcement or issue any media release about this Contract;

(d) identify the Customer as a client or customer of the Supplier; or

(e) discuss with (or communicate to) a third party, any aspect of this Contract, including any Goods and/or Services that it provides to the Customer.

A.C.5 Organisational Suitability Assessment

A.C.5.1 The Customer may, in its sole and absolute discretion, require the Supplier, or one or more of the Specified Personnel, to submit to an organisational suitability assessment (**OSA**).

A.C.5.2 If any Specified Personnel refuse to submit to an OSA required under clause A.C.5.1, the Supplier must ensure that person is not engaged in, or is otherwise immediately removed from, the provision of the Goods and/or Services.

A.C.5.3 Where the Supplier or Specified Personnel agree to submit to an OSA, and the Customer requires an interview as part of the OSA process, the Customer will:

(a) make the necessary interview arrangements;

(b) be responsible for the costs of conducting the OSA; and

(c) reimburse reasonable travel and accommodation expenses incurred by the Supplier or Specified Personnel in attending the OSA interview, where those expenses are substantiated to the Customer's reasonable satisfaction.

A.C.5.4 Following the conduct of an OSA, the Customer will notify the Supplier of whether the Supplier or Specified Personnel have been assessed as:

(a) suitable to provide the Goods and/or Services;

(b) suitable to provide the Goods and/or Services subject to such conditions, or further actions, as required by the Customer; or

(c) not suitable to provide the Goods and/or Services.

A.C.5.5 The Customer will not be:

(a) required to substantiate or otherwise provide any reasons where it assesses Specified Personnel as not suitable; or

(b) liable in any way in respect of any claims by the Supplier or any Specified Personnel in connection with that OSA.

A.C.5.6 The Supplier must not provide, for the provision of the Services, any Specified Personnel who:

(a) will not comply with any conditions, or courses of action, required by the Customer under clause A.C.5.4(b);

(b) will not comply with any other conditions imposed by the Customer; or

(c) have been assessed as not suitable to provide the Services.

A.C.5.7 If the Supplier refuses to participate in an OSA, comply with any conditions or actions required by the Customer under clause A.C.5.4(b), or the Customer assesses the Supplier as not suitable to provide the Services under clause A.C.5.4(c), the Customer may terminate this Contract immediately.

A.C.5.8 For the avoidance of any doubt, clause A.C.5.7 is a provision of this Contract permitting the Customer to terminate this Contract under clause C.C.16 [*Termination for Cause*].

A.C.6 Testing for Prohibited Drugs

A.C.6.1 Where required by the Customer, the Supplier must ensure Specified Personnel:

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(a) execute a consent form substantially in the form of Annexure A;

(b) participate in Testing for Prohibited Drugs; and

(c) comply with any direction of the Customer in relation to the conduct of Testing for Prohibited Drugs.

A.C.6.2 The Customer will:

(a) bear the costs of conducting Testing for Prohibited Drugs; and

(b) not be liable to pay any fee or compensation to the Supplier or Specified Personnel for their participation in Testing for Prohibited Drugs in accordance with clause A.C.6.1.

A.C.6.3 If the Supplier or any Specified Personnel refuse to comply with the requirements of clause A.C.6.1, or return a Positive Test Result, the Customer may, in its sole and absolute discretion:

(a) require the removal of the Specified Personnel under clause C.C.13 [*Specified Personnel*]; or

(b) terminate this Contract immediately.

A.C.6.4 For the avoidance of any doubt, clause A.C.6.3(b) is a provision of this Contract permitting the AFP to terminate this Contract under clause C.C.16 [*Termination for Cause*].

A.C.7 AFP Appointee Determination

A.C.7.1 The Supplier acknowledges and agrees that each of its Specified Personnel are consultants or independent contractors for the purposes of section 35(1) of the AFP Act, and may be subject to a Determination.

A.C.7.2 During the Contract Term, the Commissioner may make a Determination.

A.C.7.3 If the Commissioner makes a Determination, the Supplier must, as soon as practical:

(a) inform the subject of the Determination that a Determination has been made; and

(b) obtain two executed Deeds of Personal Obligation (substantially in the form of Annexure B) from the subject of the Determination, and provide those Deeds to the Commissioner for countersignature (following which, the Commissioner will return one copy to the subject for their records, and retain the other).

A.C.7.4 The Supplier must provide any assistance reasonably required by the Customer in ensuring the subject of a Determination complies with their obligations as an AFP Appointee.

A.C.7.5 If the subject of a Determination is either unable, or unwilling, to sign a Deed of Personal Obligation as required under this clause A.C.7, the Customer may require the subject to be removed from work in relation to the provision of the Services under clause C.C.13 [*Specified Personnel*] of the Commonwealth Contract Terms.

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A.C.8 Confidential Information

A.C.8.1 With reference to clause C.C.21.E [*Confidential Information*] of the Commonwealth Contract Terms, the Deed Poll of Confidentiality at Annexure C is the form of written undertaking relating to nondisclosure of the Customer's confidential information that is acceptable to the Customer.

A.C.8.2 In addition to clause C.C.21.E [*Confidential Information*] of the Commonwealth Contract Terms, the Supplier must not, and must ensure that its employees, agents and subcontractors do not use or disclose any information received (whether orally or in writing) in the course of providing the Goods and/or Services to the Customer. This obligation extends to all formal or informal provision of Goods and/or Services to the Customer, and any formal or informal exercise or purported exercise of the Customer's powers, functions or duties.

A.C.8.3 For the purpose of clause C.C.21.E [*Confidential Information*] of the Commonwealth Contract Terms, the Customer's confidential information includes:

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

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

PLEASE READ THE FOLLOWING BEFORE SIGNING THIS CONSENT FORM

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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TO BE COMPLETED BY PERSON REQUIRED TO PARTICIPATE IN TESTING PROCESS

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

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

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

Full Name:_____

(Block Letters)

Signature: _____

Date:_____/_____/_____

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Annexure B – Deed of Personal Obligation

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

BETWEEN

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

AND

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

YOUR STATUS AS AN AFP APPOINTEE

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

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

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

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

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

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

YOUR HANDLING OF CONFIDENTIAL INFORMATION

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

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

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- subject to Commonwealth secrecy laws.

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

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

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

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

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

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

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

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

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CONSENT TO DISCLOSE AND EXCHANGE INFORMATION

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

In signing this document you acknowledge and agree that:

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

EXECUTED as a Deed

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

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

SIGNED SEALED AND DELIVERED by

.....	)	.....	……
(*Print Name of Specified Personnel)*	)	*(Signature)*	(Date)
in the presence of:	)		
…….	)	.....	
(Print Name of Witness)	)	*(Signature of Witness)*	

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Annexure C – Deed Poll of Confidentiality

THIS DEED POLL IS MADE IN FAVOUR OF

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

I,_____of_____,
(Name) *(Residential Address)*

Acknowledge and **Agree** to the following:

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

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

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

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

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

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

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

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

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

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

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EXECUTED as a Deed Poll

SIGNED SEALED AND DELIVERED)

	)		
.....	)	.....	.....
(*Print Name)*	)	*(Signature)*	*(Date)*
	)		
	)		
in the presence of:	)		
	)		
.....	)	.....	
(Print Name of Witness)		*(Signature of Witness)*	

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Commonwealth 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 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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Commonwealth Approach to Market (ATM) Terms

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.

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Commonwealth Approach to Market (ATM) Terms

The Commonwealth Approach to Market Terms are licensed under the Creative Commons Attribution-NonCommercial-NoDerivatives 4.0 International License (CC BY NC ND 4.0 INT).

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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 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.

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Commonwealth Contracting Suite Glossary and Interpretation

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

"**Eligible Data Breach**" means an 'Eligible Data Breach' as defined in the *Privacy Act 1988* (Cth).

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

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

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

"**Goods and/or Services**" means:

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

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

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

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

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

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

"**Lead Customer**" means the party specified in the DoSO as the Lead Customer.

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

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

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

"**Peppol**" means the Pan-European Public Procurement On-Line framework as described at the Australian Taxation Office website https://softwaredevelopers.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.

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Commonwealth Contracting Suite Glossary and Interpretation

"**Required Capabilities**" means:

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

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

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

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

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

"**Satisfactory**" in relation to the 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.

"**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.

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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	*NOTE: Where relevant, this also forms part of a Contract formed under a DoSO.*
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	

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Response to Approach to Market

to establish

Contract for Infrastructure Automation and Integration Services

ATM Reference ID: P240410

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.

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Potential Supplier's Contact Officer

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

Potential Supplier Name:	SECTION6
Contact Name:	s47F(1)
Position:	Head of Customer Engagement
Telephone:	s47F(1)
Email Address:	s47F(1)@section6.com.au
Postal Address:	Level 1, 5 George St, North Strathfield NSW 2137

Part 1 – Potential Supplier's Details

1.1 Potential Supplier's Details

Organisation's Full Legal Name:	SECTION6 GROUP PTY LIMITED
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):	33 631 727 403
Australian Company Number (ACN):	631 727 403
Australian Registered Body Number (ARBN):	Not applicable
Registered Address:	Level 1, 5 George St, North Strathfield NSW 2137

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Country of tax residency disclosures

Respondents must include their country of tax residency in their response as per the Department of Treasury.

Potential supplier entity's country of tax residency	Australia
Potential supplier's ultimate parent entity's country of tax residency	New Zealand

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? *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).*	Not applicable *Note: The Customer cannot enter a contract with a supplier who has an*

	undischarged judicial decision relating to employee entitlements.

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:	s47F(1)
Position Title:	Head of Customer Engagement
Telephone:	Not applicable
Mobile:	s47F(1)
Email Address:	s47F(1) @section6.com.au
Postal Address:	Level 1, 5 George St, North Strathfield NSW 2137

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

Name:	s47F(1)
Position Title:	Director
Email Address:	s47G(1)(a) @section6.com.au
Postal Address:	Level 1, 5 George St, North Strathfield NSW 2137

Part 2 – Executive Summary

s47G(1)(a)

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s47F(1), s47G(1)(a)

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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

Web Content Accessibility – The Supplier has extensive experience developing solutions with user interfaces (including web and mobile) that comply with accessibility standards, also including the Web Content Accessibility Guidelines developed by the World Wide Web Consortium (W3C). The proposed Specified Personnel have experience with applying these accessibility standards in a government setting. Furthermore, SECTION6 have staff with specific training and experience in accessibility compliance which the assigned personnel will be able to draw on should this become necessary.

Part 4 – Potential Supplier's Demonstrated Capability and Capacity

s47G(1)(a)

4.2 Specified Personnel

Name	Position/Role	Current Security Clearance Level#	Percentage of Total Project Time
s47F(1)	Principal Consultant	s47F(1)	Up to 100% (subject to AFP requirements)
Total personnel time			**100%**

A Statement of Proficiency providing a summary of experience and skills of the Specified Personnel is attached as an appendix to this response document.

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4.3 Subcontractors

Not Applicable.

a) Scope of Works to be Subcontracted

Not Applicable.

4.4 Conflicts of Interest

Nil.

4.5 Referees

Referee Name	Position	Organisation	Phone Number	Email Address
s47F(1)				

4.6 Pre-existing Intellectual Property of Potential Supplier

Not Applicable.

4.7 Confidentiality of Potential Supplier's Information

Not applicable.

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s47G(1)(a)

4.10 Additional Information

Not applicable.

Part 5 – Total Costs to be incurred by the Customer

5.1 Pricing

Time and Materials Price (including all expenses)

The Supplier will provide the Customer the following Services on a time and materials basis. The Supplier will invoice the Customer monthly in arrears for work performed during the month prior. Expenses for approved travel may be invoiced separately.

Due Date	Item	Quantity	Unit Price GST Exclusive	Total Price GST Exclusive	GST Component	Total Price GST Inclusive
31 March 2025	Professional Services (Business Hours) to complete the deliverables specified in the Requirement (within the maximum allocation for each deliverable) or as otherwise agreed with AFP	s47(1)				$158,400
31 March 2025	Provision for AFP approved Travel Expenses (to be charged on an actual-cost basis to a maximum value of)	N/A	$10,000	$10,000	$1000	$11,000
Total Maximum Fees for Services						**$169,400**

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5.2 Proposed Payment Schedule

Not Applicable.

5.3 Additional Facilities and Assistance

The Customer will provide Supplier personnel access to any AFP systems and equipment, including approved computing hardware, where this is reasonably required to complete the services.

5.4 Non-Compliance

Not applicable.

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PERSONNEL PROFILE



s47F(1) is an experienced software developer, architect, and team leader. He has gained his skills as a SECTION6 and Google Engineer across legacy and modern cloud-native architectures—designing and developing a range of mission-critical solutions that meet stringent requirements for performance, security, scalability, and resilience. s47(1) works with key stakeholders to understand and consider all the dimensions for creating the right solution, including the desired business outcome, business requirements, operational context, and the software development lifecycle (SDLC) suitable for the organisation. He is well accustomed to working in different sectors and across diverse technology stacks within complex IT environments.

At SECTION6, s47F(1) has been responsible for large projects in Australia and New Zealand in the government, energy, financial, and telco sectors. He has designed and developed integration and containerised applications using well-established industry standards. s47F(1) has also designed and implemented CICD workflows and container platforms and automated all aspects of the SDLC, further enhancing and optimising release and repository management.

s47F(1) specialises in integration and container-based microservices application development using Java, Python and Go; and various CNCF frameworks. He has built fully automated, large-scale, distributed systems that remain simple to support and operate. Additionally, s47F(1) has assisted organisations with safely migrating critical enterprise workloads to private, public, and hybrid cloud architectures, including Red Hat OpenShift, Amazon Web Services, and Google Cloud Platform.

s47F(1) passion is to build maintainable, reliable complex systems and enhance development processes to maximise team agility and delivery speed. Apart from being a seasoned professional, s47F(1) is also an open source enthusiast with a number of contributions.

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TECHNICAL SKILLS

- Continuous Delivery / DevOps
- Deployment automation
- Infrastructure automation
- Container-based microservices application development
- Distributed applications
- Integration applications
- Big Data applications and platforms
- Elastic Stack
- EnterpriseDB Postgres
- Apache Cassandra (with DSE)
- Node.js (with Angular / React)
- OpenShift Container Platform
- ArgoCD and Argo Workflows
- Red Hat Decision Manager
- Red Hat JBoss Fuse
- Red Hat JBoss A-MQ
- Red Hat Process Automation Manager
- Red Hat Single Sign-On (SSO)
- Red Hat Ansible
- Terraform
- Business rules and business process automation
- Security and networking (with specialisation in container-based NFV)

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AFP

High Value Spending Proposal (Part A) open or limited tender

Approval to approach the market

Provision of Infrastructure Automation and Integration Services

AFP procurement ID ⓘ	**P250324**
Exempt from AusTender reporting? ⓘ	No
Commonwealth Procurement Rules **(CPRs) s2.6 applying measures?** ⓘ	Not applicable
Public Interest Certificate issued ⓘ	No
Will this procurement involve consultancy services? ⓘ	No this procurement does not involve consultancy services
Does this procurement require consideration of *Australian Privacy Principles* (APPs)? ⓘ	No, this procurement does not relate to the collection, storage or use of personal information

Purpose

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

- Specify the background, requirement/s and risks associated with the proposed procurement activity
- Describe the procurement methodology to be used
- Obtain PGPA delegate approval, in accordance with the *Public Governance, Performance and Accountability (PGPA) Act 2013* and the *Commonwealth Procurement Rules (CPRs)*, to progress with the procurement activity to an approach to market (ATM) with the intent to commit and enter into a contractual arrangement with a supplier that represents value for money (VFM).

Indigenous Procurement Policy ⓘ

As per clause 9.3 of the *National Guidelines for procurement and contracting* as the estimated contract value is >$500,000 (GST inclusive), the procuring business area **must** conduct a Supply Nation Indigenous Business Direct search.

This procurement (select one):

☒ **does not** fall within the *Indigenous Procurement Policy* (Mandatory Set Aside arrangements) and *National Guidelines for procurement and contracting* because: the procurement meets rule s.10.3 conditions for limited tender applies

☐ **does** fall within the *Indigenous Procurement Policy* (Mandatory Set Aside arrangements) and *National Guidelines for procurement and contracting* as its estimated total contract value is less than $500,000 (GST inclusive), and the procuring business area has conducted a Supply Nation Indigenous Business Direct search. (insert details of search below).

Name, service or category	Location	Results
For example, Catering	For example, Canberra ACT, Australia	For example, 45

Outcome and action taken Note: Please clearly outline what steps have been taken to address IPP and what/why decisions have been made	A potential IPP supplier has not been identified. The procuring business area and will proceed with its ATM as set out in this HVSP.

Background

s37(2)(c)

Scope/requirement

AFP requires expertise additional scope of deliverables in automation using Red Hat Ansible as well as integration of applications with DMAP. Working with the AFP, and as directed, the supplier will be required to:

a) Provide advice and subject matter expertise in relation to:
   i. the use of automation to further standardise infrastructure and environments;
   ii. the use of Red Hat Ansible;

b) Collaborate with the AFP architects and key stakeholders, and provide input into architecture and design decisions;

c) Develop custom software in support of this solution;

d) Actively support and participate in the development of software and documentation artefacts and deliverables;

e) Advise and assist with respect to technology selection activities relevant to the Customer's portfolio of initiatives and the Deliverables;

f) Review business and requirements and provide feedback;

g) Introduce and use automation to further standardise infrastructure and environments within the Customer's development lifecycle; and

h) Provide subject matter expertise related to Datastax Enterprise and Datastax Luna Streaming.

The services will be delivered by one or more supplier resources up to the agreed number of effort hours (1,968 hours) noting that resource requirements will be dependent on the deliverables. All services are to be delivered at an hourly rate not exceeding s47(1) GST inclusive). Services are expected to be performed on consecutive days (excluding weekends and holidays). Work is able to be performed remotely however onsite attendance will be required on dates and times to be agreed. An allowance of $11,000 (GST inclusive) for travel to Canberra is included in the proposed contract value.

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i) The following deliverables are required:

Deliverables	Acceptance Criteria	Effort Cap
Enablement of Spark access to DMAP data.	The Customer acting reasonably is satisfied that the Deliverable meets the specification.	180 hours
Enablement of DataStax vector search capability.	The Customer acting reasonably is satisfied that the Deliverable meets the specification.	180 hours
Upgrade DMAP's DataStax Enterprise cluster to DSE 6.9.	The Customer acting reasonably is satisfied that the Deliverable meets the specification.	120 hours
Enablement of geospatial search capability.	The Customer acting reasonably is satisfied that the Deliverable meets the specification.	240 hours
Expose Prometheus-format metrics from DMAP services.	The Customer acting reasonably is satisfied that the Deliverable meets the specification.	60 hours
Enablement of central collection of application profiling metrics (e.g. function execution time).	The Customer acting reasonably is satisfied that the Deliverable meets the specification.	60 hours
Expansion of Job Manager (Airflow) to trigger product reprocessing, including the following jobs: - Reprocess selected product(s) to NewProductTopic - Reprocess selected product(s) to specific processor/endpoint - Reprocess DLQs - Delete product from Splunk - Reconcile product between DMAP / 4SE / Splunk - Reads product from Splunk, checks quarantine status in 4SE, and deletes quarantined product from Splunk	The Customer acting reasonably is satisfied that the Deliverable meets the specification	240 hours
Implementation of reusable and repeatable integration and pre-release testing.	The Customer acting reasonably is satisfied that the Deliverable meets the specification.	120 hours

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Implementation of common permissions and access management using existing Keycloak and common libraries.	The Customer acting reasonably is satisfied that the Deliverable meets the specification.	60 hours
Ongoing software development of DMAP APIs, libraries and data processing applications.	The Customer acting reasonably is satisfied that the Deliverable meets the specification.	472 hours
Ongoing assistance with DevOps activities, including user management, CI/CD and Kubernetes cluster and DMAP resilience improvements.	The Customer acting reasonably is satisfied that the Deliverable meets the specification.	236 hours
Provision for Travel expenses		$11,000 GST inclusive

Any allocations not fully utilised may be used for additional requirements to be agreed by the AFP and supplier.

Has a detailed '*Statement of Requirements (SOR)*' been completed? ☐ Yes ☒ No

If 'yes' please attach the SOR to this document as **Appendix B**.

Is insurance required? ☒ Yes ☐ No

Type of insurance	Required	Amount of coverage required per claim Note: Amend amounts as required for the procurement being undertaken, the amounts entered here are only suggestions
Cyber Security	No	
Public liability	Yes	$20m
Professional indemnity	Yes	$10m
Product liability	No	
Workers compensation	Yes	As required by law

Note: Please refer to Department of Finance and *National Guideline on procurement and contracting* regarding insurance requirements.

Contract value and term

The following table sets the **maximum** estimated values for the contract initial term and any applicable options.

The PGPA delegate approval will cover the contract initial term value only. New approval is required for any contract variations/extensions.

	Contract value	Contract term
Initial	AUD $ 498,080.00 (GST inclusive)	12 months

Option(s)	AUD $0.00 (GST inclusive)	not applicable
Total	AUD $ 498,080.00 (GST inclusive)	12 months

Funding Cost Centre (FCC) ⓘ **Responsible Cost Centre (RCC)** ⓘ **GL Code** Note: Refer to GL Codes	s47E(d)	**Internal Order**	s47E(d)
		Company Code	1000 - AFP
		Tax Code	P1 Taxable Purchases/acquisitions (10%)

Does this procurement involve the purchase of assets? **Asset Under Construction (AUC)** (where applicable): Note: Assets may only be funded as capital expenditure and not gifted.	☒ Yes No [Insert AUC 408647
Does this procurement relate to gifting? Note: Once procured, the gifting is a separate process managed by Finance Governance. Contact **Finance-Governance@afp.gov.au** for advice.	☐ Yes ☒ No
Type of contract to be executed ⓘ: **Note: The CCS is mandatory up to $200k, when using the CCS contract the CCS approach to market (ATM) is also mandatory** **Refer to *RMG 420* for exceptions to this rule.**	AFP Contract (prepared in consultation with AFP Legal)
AFP contract category: **Read *Factsheet – AFP Contract Management* to determine the category used.**	Routine

Risk assessment ⓘ

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

The risk rating (based on the highest-rated risk) for this procurement activity is:	MEDIUM

Method of procurement

The procuring business area has done a risk assessment and identified the appropriate and compliant approach to market to be: (select one and delete all others)

a) A **Limited Tender** utilising the following Division 2 Conditions for limited tender of the CPRs: 10.3 e) for additional deliveries of goods and services by the original supplier or authorised representative that are intended either as replacement parts, extensions, or continuing services for existing equipment, software, services, or installations.

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The use of Limited Tender is justified because:

- In 2023, we engaged DataStax Australia Pty Ltd to supply NoSQL Database and Event Streaming software, and professional services relating to the installation of that software. DataStax is a critical component of the Data Management & Analysis Platform (DMAP) being developed under the CTO Change Program.
- DMAP also makes use of open source software called Ansible to automate the deployment of several system components such as virtual machines and software. Ansible is free software and its use within AFP currently relies solely on in-house expertise. Red Hat offers commercial support for Ansible, and incorporates Ansible into some of its proprietary software offerings.
- RFQ DM-23945 for AFP procurement P240410 was released to multiple suppliers on the Digital Marketplace Panel on 15 May 2024.
- Two responses were received. One response did not meet the requirements stated in the RFQ. The other response was from Red Hat and met the technical requirements of the RFQ, with all services to be delivered by a subcontractor, SECTION6 Group Pty Limited (SECTION6).
- Red Hat advised that they are unable to transact under the Digital Marketplace Panel agreement, despite being listed on the panel, and that they can only transact under their own form of agreement or under the existing Enterprise Agreement between the AFP and Red Hat. Therefore, the quote from Red Hat could not be accepted.
- In 2024 P240410 was endorsed as compliant to approach SECTION6 utilising Division 2 Conditions for limited tender of the CPRs 10 3(d)(iii).
- There are no other known vendors besides SECTION6 that have the level of skills, knowledge and experience with DMAP and the relevant technologies used, including Ansible and DataStax.

Supplier/s to be approached				
#	Supplier	ABN	SME (Small Medium Enterprise)	First Nations Business
1	SECTION6 Group Pty Limited	33631727403	Yes	No

Note: From 1 July 2024 the AFP is required to report (on AusTender) how many suppliers have been approached.

Note: Under the *Commissioner's Financial Instructions (CFIs) Annexure A Schedule of Delegations and Authorisations* only the following members may approve the use of applying measures:

- A deputy commissioner (DC) and chief financial officer (CFO) or
- The chief operating officer (COO) and the CFO

Value for money

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

Price is not the only factor in assessing value for money. AFP officials must consider the financial and non-financial costs and benefits of the procurement, including quality, fitness-for-purpose, company experience and past performance, flexibility of the solution, environmental sustainability, physical and information security, destruction and disposal, and whole-of-life costs.

Elements to Value for Money (VFM)

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

- ☐ encourages competition and is non-discriminatory (approaching multiple suppliers)
- ☒ uses public resources in an efficient, effective, economical and ethical manner
- ☒ facilitates accountable and transparent decision making
- ☒ encourages appropriate engagement with risk
- ☒ is commensurate with the scale and scope of the business requirement.

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

- RFQ DM-23945 for AFP procurement 240410 was released to multiple suppliers on the Digital Marketplace Panel on 15 May 2024.
- Two responses were received. One response did not meet the requirements stated in the RFQ. The other response was from Red Hat and met the technical requirements of the RFQ, with all services to be delivered by a subcontractor, SECTION6 Group Pty Limited (SECTION6).
- Red Hat advised that they are unable to transact under the Digital Marketplace Panel agreement, despite being listed on the panel, and that they can only transact under their own form of agreement or under the existing Enterprise Agreement between the AFP and Red Hat. Therefore, the quote from Red Hat could not be accepted.
- In 2024 P240410 was endorsed as compliant to approach SECTION6 utilising Division 2 Conditions for limited tender of the CPRs 10.3(d)(iii).
- There are no other known vendors besides SECTION6 that have the level of skills, knowledge and experience with DMAP and the relevant technologies used, including Ansible and DataStax.

Procurement process

The procurement process will be done in accordance with the CPRs and the *AFP National Guideline on procurement and contracting*. The procurement method above ensures that VFM will be achieved.

Procurement stakeholders

Under the *National Guideline on procurement and contracting*, the following AFP business areas have been consulted:

- ☐ AFP Legal insert Lex ref #
- ☐ Security
- ☐ National Armoury
- ☒ Portfolio financial representative
- ☐ Other business area insert details
- ☐ DAF TA* insert TA ref #
- ☐ ICT Assets
- ☐ National Assets
- ☐ Operational Safety & Security Working Group

Note: For ICT-related procurements, a Design Authority Forum (DAF) Technology Acquisition (TA) number must be obtained. To obtain the DAF TA number log a job in the AFP Service Portal.

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

Stakeholder (Full name and role/position title)	Role or responsibility (In relation to this procurement activity)
s22(1)(a)(ii)	Goods/services recipient

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Stakeholder (Full name and role/position title)	Role or responsibility (In relation to this procurement activity)
s22(1)(a)(ii)	Contract manager Contract administrator Evaluation committee (mandatory, recommend 3 members - (chair and panel members)

Evaluation

Evaluation Criteria

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

Criteria	Weighting
Solution The extent to which the potential supplier's response meets the AFP's requirements as set out in the ATM documents	Equal weighting
Ability to deliver The extent to which the potential supplier demonstrates its capability and capacity to provide the requirements.	Equal weighting
Whole of life costs	Equal weighting

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The whole of life costs for the AFP. Evaluation includes the quoted price and any costs the AFP will incur after accepting the potential supplier's response.	

Note: The above is guidance for the evaluation criteria and weighting and can be changed to suit the procurement requirements except when using the Commonwealth Contracting suite (CCS) where the above is mandatory.

Rating
The following rating scale applies to conducting evaluation assessment/s.

Very good (5)	The response satisfies the evaluation criterion to a very high standard and presents minimal or no risk to the Commonwealth, and its claims are fully supported by the information provided.
Good (4)	The response satisfies the evaluation criterion to a high standard and/or presents limited risk to the Commonwealth. The tenderer's claims are supported by the information provided.
Satisfactory (3)	The response satisfies the evaluation criterion and/or presents an acceptable level of risk to the Commonwealth. There are some minor deficiencies in the information provided.
Poor* (2)	The response barely satisfies the evaluation criterion and/or presents some degree of unacceptable risk to the Commonwealth.
Unsatisfactory* (1)	The response doesn't satisfy the evaluation criterion and/or is an unacceptable risk to the Commonwealth.

*A 'poor' or 'unsatisfactory' rating for one or more evaluation criteria will exclude the potential supplier from further participation in the procurement process. Reponses will not be accepted after the ATM closing time.

The outcome of the evaluation process and any recommendation for the delegate must be documented in the *Spending Proposal (Part B)*.

Country of tax residency disclosures

Suppliers must include their country of tax residency in their response as per the Department of Treasury (refer to Treasury for example clause to include in approach to market documentation).

The AFP is required to add this requirement in all approach to market documentation for procurements valued greater than $200,000 (GST inclusive).

This procurement meets the tax residency disclosure requirement: Yes

Conflict of interest

All stakeholders with potential influence or involvement over the procurement must complete a *Conflict of Interest Declaration* under Department of Finances guidelines.

At a minimum, the following stakeholders are required to complete conflict of interest declarations:

a) The PGPA delegate
b) The recommending officer
c) All evaluation committee members

The recommending officer is responsible for ensuring all stakeholders are aware of the obligations to self-report by completing a conflict of interest declarations.

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The recommending officer confirms:

☒ No perceived or actual conflicts have been identified or declared.

☐ Perceived or actual conflicts have been declared and reported to the delegate.

CPS compliance review

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

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

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

If changes are made after your compliance rating has been issued, without consulting CPS, this may void the above consideration.

Indigenous Procurement Policy (IPP): IPP does not apply to this procurement

Non-compliance issues to be address:

- Nil

CPS advice/better practice comments:

- **Recommending Officer:** The Recommending Officer section should not be signed prior to CPS conducting a compliance review - otherwise the declaration that the Recommending Officer has considered CPS's comments and recommendations is false.

Is AFP Legal consultation required: No

WREQ0016546

s22(1)(a)(ii)

Name

[redacted]

Signature

CPS Snr TM s22(1)(a)(ii)
Title and AFP No.

20/02/2025
Date reviewed

Endorsement to proceed as per clause 6 of *National Guidelines for procurement and contracting*

Is further endorsement required as per c6 of NGs?	Yes, procurement is a direct source to >2 suppliers

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Is this procurement a direct source to > 2 suppliers? Yes

Endorsed: Yes by Chief Financial Officer (>$100k - $10m)

Is this procurement for labour hire or consultancy services No

Endorsed: Not applicable

Recommendation

I, as the recommending officer, have considered CPS's compliance review and comments and:

☒ **Recommend** this procurement activity be progressed

☐ **Do not recommend** this procurement activity be progressed (as it is non-compliant).

Recommending officer's comments:

•

Relevant attachments to this procurement activity:

☐ Estimated procurement timetable (optional)
☐ Detailed *Statement of Requirements* (SoR) (optional)
☑ Risk Assessment and Treatment Plan
☑ Conflict of interest form/s

s22(1)(a)(ii)
Name

s22(1)(a)(ii)
Signature

s22(1)(a)(ii)
Title and AFP No.

03/03/2025
Date reviewed

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PGPA delegate approval

Procurement title	Provision of Infrastructure Automation and Integration Services
AFP procurement ID	P250324
Contract initial value	AUD $ 498,080.00 (GST inclusive)
Contract initial term	12 months

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

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

PGPA delegate approval

☒ **Approved** to approach to market ☐ **Not approved** to approach to market

Cmdr Robert NELSON
Delegate name

[redacted]
Delegate signature

Commander Covert & Technical Operations s22(1)(a)(ii)
Delegate title and AFP ID

Select date here
3 March 2025
Approval date

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Appendix A

Conflict of Interest

AFP procurement ID ⓘ	**P250324**
Exempt from AusTender reporting? ⓘ	No

Name: s22(1)(a)(ii)

Role: Recommending Officer
Role: Evaluation Chair

***Option 1**: To be used where there are no conflicts of interest identified*

1. I have been asked to disclose any interest that I may have which would preclude me from participating in the procurement for the Provision of Infrastructure Automation and Integration Services.

2. To the best of my knowledge and belief I have not had, and do not have, any relationship, either personal, financial or professional, with any potential supplier, or employee or adviser of any potential supplier, such that a potential supplier, or any employee or adviser of a potential supplier, or myself or a member of my direct family, could benefit personally in some way from the outcome of the procurement process.

3. I am aware of the AFP's requirement for strict probity in the procurement process and if I subsequently discover that there is a relationship of a kind mentioned in paragraph 2 of this declaration with any potential supplier, I will immediately report it to the recommending officer and/or delegate.

4. I will also immediately report to the recommending officer and/or delegate any direct or indirect contact that I have with any potential supplier, or any employee or adviser of any potential supplier, which is not officially authorised, including any approach made to me in the way of a direct or implied offer of future employment or other benefit.

Signed: [redacted] s22(1)(a)(ii)

Date: 14/02/2025

Name:

Address: EBB Headquarters

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Appendix A

Conflict of Interest

AFP procurement ID ⓘ	**P250324**
Exempt from AusTender reporting? ⓘ	No

Name: s22(1)(a)(ii) **Role:** Evaluation Member

***Option 1**: To be used where there are no conflicts of interest identified*

5. I have been asked to disclose any interest that I may have which would preclude me from participating in the procurement for the Provision of Infrastructure Automation and Integration Services.

6. To the best of my knowledge and belief I have not had, and do not have, any relationship, either personal, financial or professional, with any potential supplier, or employee or adviser of any potential supplier, such that a potential supplier, or any employee or adviser of a potential supplier, or myself or a member of my direct family, could benefit personally in some way from the outcome of the procurement process.

7. I am aware of the AFP's requirement for strict probity in the procurement process and if I subsequently discover that there is a relationship of a kind mentioned in paragraph 2 of this declaration with any potential supplier, I will immediately report it to the recommending officer and/or delegate.

8. I will also immediately report to the recommending officer and/or delegate any direct or indirect contact that I have with any potential supplier, or any employee or adviser of any potential supplier, which is not officially authorised, including any approach made to me in the way of a direct or implied offer of future employment or other benefit.

Signed: 

Date: 17/02/2025

Name:

Address: EBB Headquarters

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Appendix A

Conflict of Interest

AFP procurement ID ⓘ	**P250324**
Exempt from AusTender reporting? ⓘ	No

Name: s22(1)(a)(ii) **Role:** Evaluation Member

Option 1: To be used where there are no conflicts of interest identified

9. I have been asked to disclose any interest that I may have which would preclude me from participating in the procurement for the Provision of Infrastructure Automation and Integration Services.

10. To the best of my knowledge and belief I have not had, and do not have, any relationship, either personal, financial or professional, with any potential supplier, or employee or adviser of any potential supplier, such that a potential supplier, or any employee or adviser of a potential supplier, or myself or a member of my direct family, could benefit personally in some way from the outcome of the procurement process.

11. I am aware of the AFP's requirement for strict probity in the procurement process and if I subsequently discover that there is a relationship of a kind mentioned in paragraph 2 of this declaration with any potential supplier, I will immediately report it to the recommending officer and/or delegate.

12. I will also immediately report to the recommending officer and/or delegate any direct or indirect contact that I have with any potential supplier, or any employee or adviser of any potential supplier, which is not officially authorised, including any approach made to me in the way of a direct or implied offer of future employment or other benefit.

Signed: [redacted] Date: 18 Feb 25

Name:

Address: EBB Headquarters

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Appendix A

Conflict of Interest

AFP procurement ID ⓘ	**P250324**
Exempt from AusTender reporting? ⓘ	No

Name: **Cmdr Robert NELSON** **Role:** Delegate

***Option 1**: To be used where there are no conflicts of interest identified*

13. I have been asked to disclose any interest that I may have which would preclude me from participating in the procurement for the Provision of Infrastructure Automation and Integration Services.

14. To the best of my knowledge and belief I have not had, and do not have, any relationship, either personal, financial or professional, with any potential supplier, or employee or adviser of any potential supplier, such that a potential supplier, or any employee or adviser of a potential supplier, or myself or a member of my direct family, could benefit personally in some way from the outcome of the procurement process.

15. I am aware of the AFP's requirement for strict probity in the procurement process and if I subsequently discover that there is a relationship of a kind mentioned in paragraph 2 of this declaration with any potential supplier, I will immediately report it to the recommending officer and/or delegate.

16. I will also immediately report to the recommending officer and/or delegate any direct or indirect contact that I have with any potential supplier, or any employee or adviser of any potential supplier, which is not officially authorised, including any approach made to me in the way of a direct or implied offer of future employment or oth

Signed: [redacted] Date: 3 March 2025

Name: Cmdr Robert NELSON

Address: EBB Headquarters

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To: Cmdr Robert NELSON, Commander, Covert & Technical Operations

APPROVAL TO VARY AN ARRANGEMENT

Subject: Professional Services – CCS-SECT6-2425-002

RECOMMENDATIONS

That you:

1. **AGREE** to vary the existing Contract with SECTION6 Group Pty Ltd for the provision of expertise in automation using Red Hat Ansible as detailed below.

AGREED

2. **APPROVE** the commitment of additional funds under section 23(3) of the *Public Governance, Performance and Accountability Act 2013* (PGPA Act) valued at $210,620.00 (inclusive of GST) bringing the total estimated Contract cost to $708,700.00 (inclusive of GST).

APPROVED

s22(1)(a)(ii)

Cmdr Robert NELSON
Commander
Covert & Technical Operations

24 / 3 / 26

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Key Points:

1. s37(2)(c)
2. I propose to vary the Contract with SECTION6 Group Pty Ltd as detailed in the attached Contract Variation Form as follows:
   a. Change the Contract end date from 2/04/2026 to 30/06/2026.
   b. Change the Contract value from $498,080.00 (inclusive of GST) to $708,700.00 (inclusive of GST).
3. This proposal is consistent with the original contract and the requirements of the Commonwealth Procurement Rules.
4. You have delegation to approve these changes.
5. The proposed changes have been discussed and agreed in principle with the Supplier. I will ensure that any required AusTender reporting of the variation takes place within 42 days.

Contact Officer:

s22(1)(a)(ii)

TL Data Engineering
Covert & Technical Operations

s22(1)(a)(ii)

Date: 20 /03/2026

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CONTRACT VARIATION FORM

CONTRACT AMENDMENT CP001

TO CONTRACT:	Professional Services
CONTRACT REFERENCE ID:	CCS-SECT6-2425-002
AUSTENDER CONTRACT ID:	CN4144082

For the provision of:
for the provision of expertise in automation using Red Hat Ansible

Customer

Customer Name:	Australian Federal Police
Customer ABN:	17 864 931 143
Address:	GPO BOX 401 CANBERRA CITY ACT 2601
Contact Officer:	s22(1)(a)(ii)
Position:	TL Data Engineering
Branch/Division:	Covert & Technical Operations
Telephone:	s22(1)(a)(ii)
Email Address:	s22(1)(a)(ii) @afp.gov.au

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Supplier

Supplier Name:	SECTION6 Group Pty Ltd
Supplier ABN:	33631727403
Address:	Level 1 5 George Street NORTH STRATHFIELD NSW 2137
Telephone:	s47F(1)
Email Address:	s47F(1) @section6.com.au
Supplier Reference ID:	s47G(1)(a)

Contract Details

The Contract changes as agreed by the Customer and the Supplier by email are as follows:

Contract Term

Current Contract End Date:	2/04/2026
New End Date:	30/06/2026

Contract Value

	Contract Value (GST exclusive)	GST	Total Contract Value (GST Inclusive)
Previous Contract Value (AUD)	$452,800.00	$45,280.00	$498,080.00
Amendment Value (AUD)	$191,472.73	$19,147.27	$210,620.00
New Contract Value (AUD)	$644,272.73	$64,427.27	$708,700.00

Description of Contract Changes

Additional scope of services as described in **Attachment A** to this Contract Variation.

Signed for and on behalf of the **Commonwealth of Australia** as represented by Australian Federal Police

Customer's Contract Manager

Name: Cmdr Robert NELSON

Signature: s22(1)(a)(ii)

Date: 24 March 2026

Signed for and on behalf of SECTION6 Group Pty Ltd

Supplier's Contract Manager

Name: s47F(1)

Position: Managing Director

Signature: s47F(1)

Date: 27 March 2026

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Attachment A to Contract Variation

Statement of Work

Deliverable	Acceptance Criteria	Effort Cap
s47E(d)	The Customer acting reasonably is satisfied that the Deliverable meets the specification.	40 hours
	The Customer acting reasonably is satisfied that the Deliverable meets the specification.	600 hours
	The Customer acting reasonably is satisfied that the Deliverable meets the specification.	120 hours
	The Customer acting reasonably is satisfied that the Deliverable meets the specification.	160 hours

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Please note: The sum of Effort Caps exceeds the total contracted hours (840) to allow flexibility in the allocation of hours to each Deliverable. The total number of hours worked under this Change Order shall not exceed 840 hours.

Australian Federal Police SECTION6 CCS-SECT6-2425-002 CP001 Contract Variation Form

Final Audit Report 2026-03-27

Created:	2026-03-27
By:	s47F(1) section6.nz)
Status:	Signed
Transaction ID:	s47G(1)(a)

"Australian Federal Police SECTION6 CCS-SECT6-2425-002 CP001 Contract Variation Form" History

Document created by s47F(1) section6.nz)
2026-03-27 - 7:00:06 AM GMT- IP address: s47G(1)(a)

Document emailed t s47F(1) section6.io for signature
2026-03-27 - 7:03:01 AM GMT

Email viewed by s47F(1) section6.io
2026-03-27 - 7:03:52 AM GMT- IP address: s47G(1)(a)

Signer s47F(1) section6.io entered name at signing a s47F(1)
2026-03-27 - 7:06:05 AM GMT- IP addres s47G(1)(a)

Document e-signed by s47F(1) @section6.io)
Signature Date: 2026-03-27 - 7:06:07 AM GMT - Time Source: server- IP addres s47G(1)(a)

Agreement completed.
2026-03-27 - 7:06:07 AM GMT

Adobe Acrobat Sign

AFP

Spending Proposal (Part C)

Approval to vary and/or extend the contract

Provision of Infrastructure Automation and Integration Services [Contract ID 5700024441]

AFP procurement ID ⓘ	**P250324**
Change proposal (CP) number	CP001
Does this variation include the continued engagement of contractors or consultants valued at or greater than $80k (GST inclusive) ⓘ	Yes, procurement is for the engagement of contractors or consultants
Does this contract or variation require consideration of *Australian Privacy Principles (APPs)?**	No, this procurement does not relate to the collection, storage or use of personal information

Note: *If the procurement involves personal information, please consult the AFP National Guideline on Privacy to consider whether a Privacy Threshold Assessment (PTA) or Privacy Impact Assessment (PIA) is required. If you are unsure, please reach out to the Privacy team via a LEX request.

1. Purpose

This Spending Proposal (Part C) is to:

- Provide an update to the PGPA Delegate of the current business or operational requirements,
- Specify any changes or additional risks associated with varying or extending the existing contractual arrangement; and
- Obtain PGPA delegate approval, , in accordance with the *Public Governance, Performance and Accountability (PGPA) Act 2013* and the *Commonwealth Procurement Rules (CPRs)*, to vary or extend the existing contractual arrangement while ensuring Value for Money (VFM) is achieved.

As a procurement official, you are responsible for your actions and decisions in relation to this procurement and the resulting outcome.

2. Background

s37(2)(c)

Spending Proposal (Part C) | Approval to vary and/or extend the contract

s37(2)(c)

Summary of changes to contract / work order

CP Number	Summary of variation	Contract value variation (GST Inclusive)	Contract term variation
CP001	Additional deliverables for enhancing the DMAP capability and to vary the contract term to 30 June 2026	$210,620.00	01.04.2026 to 30.06.2026

3. Justification for proposed contract variation/change

What is the main reason for this contract to be extended or varied? Additional scope (additional related scope)

s37(2)(c)

4. Summary of proposed contract variation/change

Proposed contract variation to vary the current term to 30 June 2026 and to increase the contract value by $210,620.00 based on an additional 840 hours of resourcing. This includes 520 hours at the rate of

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Spending Proposal (Part C) | Approval to vary and/or extend the contract

$247.50 (GST inclusive) per hour for an existing dedicated resource and additional 320 hours (up to $256.00 (GST inclusive) per hour) for additional specialist resource on an as required basis to assist delivery of the services.

☐ Confirm a Statement of Requirements (SOR) is attached at **Appendix B**

5. Contract value and term

The following table sets the **actual contract values** for the contract and any proposed variation.

The PGPA delegate approval will cover the actual contract term value the proposed variation. The PGPA Delegate must have delegation for the **total procurement value**. New approval is required for any further contract variations/extensions.

	Contract value	Contract term
Executed contract	AUD $452,800.00 (GST exclusive) AUD $498,080.00 (GST inclusive)	12 months
Proposed variation	AUD $191,472.73 (GST exclusive) AUD $210,620.00 (GST inclusive)	3 months
Revised total	AUD $644,272.73 (GS exclusive) AUD $708,700.00 (GST inclusive)	15 months

Central Administration Fee (CAF) Does a fee apply to using this panel?	Not applicable Not Applicable

Funding Cost Centre (FCC) ⓘ	s47E(d)	**Internal Order**	s47E(d)
Responsible Cost Centre (RCC) ⓘ		**Company Code**	1000 - AFP
GL Code Note: Refer to **GL Codes**		**Tax Code**	C1 Taxable capital purchases/acquisitions (10%)

Does this extension/variation involve the purchase of assets? **Asset Under Construction (AUC)** (where applicable): Note: Assets may only be funded as capital expenditure and not gifted.	☒ Yes ☐ No [AUC 451500]
Does this variation relate to gifting? Note: Once procured, the gifting is a separate process managed by Finance Governance. Contact Finance-Governance@afp.gov.au for advice.	☐ Yes ☒ No
Type of variation to be executed:	Commonwealth Contract Change Order (using the CCS portal)

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6. Risk assessment ⓘ

An Initial Risk Profile Assessment or Risk Assessment and Treatment Plan has been undertaken in accordance with the *AFP National Guideline on risk management* and the *AFP National Guideline on procurement and contract management.*

The risk rating (based on the highest-rated risk) for this procurement activity is:	MEDIUM

7. Value for money

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

Price is not the only factor in assessing value for money. AFP officials must consider the financial and non-financial costs and benefits of the procurement, including quality, fitness-for-purpose, company experience and past performance, flexibility of the solution, environmental sustainability, physical and information security, destruction and disposal, and whole-of-life costs.

Provide a statement to justify how undertaking this variation/extension will achieve VFM for the AFP:

Undertaking this variation will achieve VFM for the AFP as these enhancements will further provide CTO with a capability for deployment of solutions and executing jobs for data management.

This variation will involve less administrative overheads and hidden costs to the AFP compared to conducting a new ATM.

Has the Contract Owner/Manager assessed the supplier's performance? Yes; performance assessment not attached.

Not applicable

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8. Procurement stakeholders

☐ AFP Legal insert Lex ref #	☐DAF TA* insert TA ref #
☐ Security	☐ ICT Assets
☐ National Armoury	☒ National Assets
☒ Portfolio financial representative	☐ Operational Safety & Security Working Group
☐ Other business area insert details	☒ Central Procurement Services CPS General (compliance)

Alternatively, list any other relevant stakeholders that were consulted in preparing this proposed contract variation/extension:

Not applicable

9. Conflict of interest

The recommending officer is responsible for ensuring all stakeholders are aware of the obligations to self-report by completing conflict-of-interest declarations.

The recommending officer confirms:

☒ No perceived or actual conflicts have been identified or declared.

☐ Perceived or actual conflicts have been declared and reported to the delegate.

Spending Proposal (Part C) | Approval to vary and/or extend the contract

10. CPS compliance review

CPS Compliance review required?	Yes, procurement is $80k or over (GST inclusive) (Please submit to CPS General via Service Portal)

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

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

☒ **compliant**	Where reviewed as **'compliant'** please finalise 'Recommendation' section, and progress to the delegate.
☐ conditionally compliant	Where reviewed as 'conditionally compliant' the non-compliance issues (listed below) should be actioned or justification for why no action has been taken must be documented in the 'Recommendation' section. Documents reviewed as 'conditionally compliant' can be progressed without CPS re-review.
☐ **non-compliant**	**'non-compliance'** issues must be actioned, and a revised document with tracked changes resubmitted to CPS for re-review.

If changes are made after your compliance rating has been issued, without consulting CPS, this may void the above consideration.

Non-compliance issues to be address:

- Nil

CPS advice/better practice comments:

- **Extension Options** – CPS recommends the consideration of adding contingencies to procurements such as this to ensure there is allowance for negotiations to extend contact terms where needed.

Is AFP Legal consultation required: No (not applicable) WREQ0023867

s22(1)(a)(ii)
Name

s22(1)(a)(ii)
Signat

CPS Compliance TM s22(1)(a)(ii)
Title and AFP No.

12/03/2026
Date reviewed

Endorsement to proceed as per clause 6 of *AFP National Guidelines for procurement and contract management*

Is further endorsement required as per c6 of NGs?	Yes, contract does not contain extension options

Is this procurement for the engagement of contractors or consultants? Yes

Endorsed: Yes by Chief Financial Officer (>$125k - $10m)

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Spending Proposal (Part C) | Approval to vary and/or extend the contract

Does the contract have valid extension options? No

Endorsed: Not applicable

Paul Wood (CFO) s22(1)(a)(ii) Date endorsed 11/03/2026

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Spending Proposal (Part C) | Approval to vary and/or extend the contract

11. Recommendation

I, as the Recommending Officer, confirm that this procurement activity will be conducted in accordance with the Australian Government procurement framework, and the *AFP National Guideline on procurement and contract management*. I have considered CPS's compliance review and comments (if applicable) and

☒ **recommend** this procurement activity be progressed; or

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

Recommending Officer's comments:

Relevant attachments to this procurement activity:

- ☐ Estimated Procurement timetable (optional)
- ☐ Detailed Statement of Requirements (SoR) (optional)
- ☐ Initial Risk Assessment (**mandatory** for procurements under $125k)
- ☐ Risk Assessment and Treatment Plan (**mandatory** for procurements over $125k)
- ☐ Conflict of interest form/s

s22(1)(a)(ii)	s22(1)(a)(ii)
Name	Signature
TL Data Engineering Covert & Technical Operations s22(1)(a)(ii)	12/03/2026
Title and AFP No.	Date reviewed

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Spending Proposal (Part C) | Approval to vary and/or extend the contract

12. PGPA delegate approval

Procurement title	Provision of Infrastructure Automation and Integration Services
AFP procurement ID	P250324
Executed contract value	AUD $452,800.00 (GST exclusive) AUD $498,080.00 (GST inclusive)
Proposed contract value change	AUD $144,000.00 (GST exclusive) AUD $210,620.00 (GST inclusive)
Revised total contract value	AUD $644,272.73 (GS exclusive) AUD $708,700.00 (GST inclusive)
Executed contract term	12 months
Proposed contract term change	3 months
Revised contract term change	15 months
CAF fee (where applicable)	Not applicable

I, as the relevant PGPA delegate, confirm that I was not on the evaluation committee, and I am satisfied that:

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

PGPA delegate approval

☒ **Approved** to vary or extend the contractual arrangement

☐ **Not approved** to vary or extend the contractual

Cmdr Robert NELSON
Delegate name

De s22(1)(a)(ii)

Commander Covert & Technical Operations s22(1)(a)(ii)
Delegate title and AFP ID

Select date here 17/3/26
Approval date

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Appendix A

Conflict of Interest

AFP procurement ID ⓘ	P250324

Name: s22(1)(a)(ii) **Role:** Recommending Officer

1. I have been asked to disclose any interest that I may have which would preclude me from participating in the procurement for the Provision of Infrastructure Automation and Integration Services.

2. To the best of my knowledge and belief I have not had, and do not have, any relationship, either personal, financial or professional, with any potential supplier, or employee or adviser of any potential supplier, such that a potential supplier, or any employee or adviser of a potential supplier, or myself or a member of my direct family, could benefit personally in some way from the outcome of the procurement process.

3. I am aware of the AFP's requirement for strict probity in the procurement process and if I subsequently discover that there is a relationship of a kind mentioned in paragraph 2 of this declaration with any potential supplier, I will immediately report it to the recommending officer and/or delegate.

4. I will also immediately report to the recommending officer and/or delegate any direct or indirect contact that I have with any potential supplier, or any employee or adviser of any potential supplier, which is not officially authorised, including any approach made to me in the way of a direct or implied offer of future employment or other benefit.

Signed: s22(1)(a)(ii) Date: 12/01/2026

Name: s22(1)(a)(ii)

Address: EBB Headquarters

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Appendix A

Conflict of Interest

AFP procurement ID ⓘ	P250324

Name: **Robert Nelson** **Role:** Delegate

5. I have been asked to disclose any interest that I may have which would preclude me from participating in the procurement for the Provision of Infrastructure Automation and Integration Services.

6. To the best of my knowledge and belief I have not had, and do not have, any relationship, either personal, financial or professional, with any potential supplier, or employee or adviser of any potential supplier, such that a potential supplier, or any employee or adviser of a potential supplier, or myself or a member of my direct family, could benefit personally in some way from the outcome of the procurement process.

7. I am aware of the AFP's requirement for strict probity in the procurement process and if I subsequently discover that there is a relationship of a kind mentioned in paragraph 2 of this declaration with any potential supplier, I will immediately report it to the recommending officer and/or delegate.

8. I will also immediately report to the recommending officer and/or delegate any direct or indirect contact that I have with any potential supplier, or any employee or adviser of any potential supplier, which is not officially authorised, including any approach made to me in the way of a direct or implied offer of future employment or other

Signed: s22(1)(a)(ii) Date: 17/3/26

Name: Robert Nelson

Address: EBB Headquarters

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GROUP EVALUATION WORKSHEET

Infrastructure Automation and Integration Services – P250324

	EVALUATION CRITERIA^			OVERALL EVALUATION
Supplier Name	**Solution**	**Ability to deliver**	**Whole of life costs**	**Value for Money Assessment and Comments**
Section6 Group Pty Limited	5	5	5	5 s47C(1)

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^Evaluation Ratings

The evaluation criteria are not weighted.

The following ratings were applied to each of the evaluation criteria:

Very Good (5): The Response satisfies the evaluation criterion to a very high standard and presents minimal or no risk to the Commonwealth and its claims are fully supported by the information provided.

Good (4): The Response satisfies the evaluation criterion to a high standard and/or presents limited risk to the Commonwealth. The Tenderer's claims are supported by the information provided.

Satisfactory (3): The Response satisfies the evaluation criterion to a satisfactory degree and/or presents an acceptable level of risk to the Commonwealth. There are some minor deficiencies and shortcomings in the information provided.

Poor* (2): The Response barely satisfies the evaluation criterion and/or presents some degree of unacceptable risk to the Commonwealth. There are major deficiencies in the information provided.

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

***** A 'Poor' or 'Unsatisfactory' rating for one or more evaluation criteria will exclude the Potential Supplier from further participation in the procurement process.

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Spending Proposal (Part B)

Evaluation outcome and approval to commit and enter

Provision of Infrastructure Automation and Integration Services

AFP procurement ID ⓘ	**P250324**
Exempt from AusTender reporting? ⓘ	No
Does this procurement require consideration of *Australian Privacy Principles* (APPs)? ⓘ	No, this procurement does not relate to the collection, storage or use of personal information

Purpose

This Spending Proposal (Part B) is to:

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

This procurement activity's Spending Proposal (Part A) was approved on:	3/03/2025
Approved by PGPA Delegate:	Cmdr Robert NELSON Commander Covert & Technical Operations s22(1)(a)(ii)

Procurement activity changes

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

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

Has any changes occurred since the Spending Proposal (PART A) was approved by the PGPA Delegate?	☐ Yes ☒ No
Where you have answered 'Yes' above, select all areas where changes have occurred:	☐ Contract value ☐ Contract term ☐ Risk profile or assessment ☐ Conflict of Interest ☐ Other

Has AFP Legal been consulted in preparing the contract?	☐ Yes ☐ No	Insert LEX ref #

Further details of changes (where applicable)

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

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

Not applicable

Evaluation outcome

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

The below table captures all Suppliers invited to participate in this procurement activity, with evaluation scores and rankings provided for each. For Open Tender Method (RFT) list all Suppliers who provided a submission and the scores assessed for each.

We confirm one supplier(s), as identified in the Spending Proposal Part A, were approached and this will be reported on Austender.

Suppliers (Supplier name and ABN)	Was country of tax residency supplied? Note: only applicable to procurements over $200k (GST inclusive)	Solution	Ability to deliver	Whole of life costs	Rank
Section6 Group Pty Ltd **ABN 33 631 727 403**	☒ Yes Australia ☐ No ☐ N/A	Very Good (5)	Very Good (5)	Very Good (5)	Ranked 1st (Preferred respondent)

Preferred supplier:
Section6 Group Pty Ltd ABN 33 631 727 403

s47C(1)

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

Committee members ⓘ

Chair s22(1)(a)(ii) - Signature_____ _ Date: 21/03/2025
Conflict of Interest Completed: ☒ Yes

Member – s22(1)(a)(ii) - Signature: ___ s22(1)(a)(ii) _____Date: 25/03/2025
Conflict of Interest Completed: ☒ Yes

Membe s22(1)(a)(ii) Signature: ___ _____Date: 24/03/2025
Conflict of Interest Completed: ☒ Yes

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Sole Trader - superannuation guarantee

Does this procurement involve the engagement of a Sole Trader/s? ⓘ ☐ Yes ☒ No

If this procurement involves the engagement of a Sole Trader/s a Worker Classification Checklist needs to be completed and sent to AFP Legal for review to determine if superannuation is payable

Contract value and term

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

The PGPA delegate approval will cover the contract initial term value only. The PGPA Delegate must have delegation for the **total procurement value**. New approval is required for any contract variations/extensions.

	Contract value	Contract term
Initial	AUD $498,080.00 (GST inclusive)	12 months
Option(s)	AUD $0.00 (GST inclusive)	not applicable
Total	AUD $498,080.00 (GST inclusive)	12 months
Panel or Central Administration Fee (CAF) *(where applicable):* *Note: Please refer to method of procurement section below to identify which panel has a CAF fee and the fee %*		Not Applicable

Funding Cost Centre (FCC) ⓘ	s47E(d)	**Internal Order**	s47E(d)
Responsible Cost Centre (RCC) ⓘ		**Company Code**	1000 - AFP
GL Code Note: Refer to GL Codes		**Tax Code**	P1 Taxable Purchases/acquisitions (10%)

Type of contract to be executed	Commonwealth Contract (using the CCS portal)
AFP contract category: **Read *Factsheet – AFP Contract Management* to determine the category used.**	Routine

Risk assessment ⓘ

An *Initial Risk Profile Assessment* or a *Risk Assessment and Treatment Plan (RATP)* has been undertaken in accordance with the *AFP National Guideline on risk management* and the *National Guideline on procurement and contracting.*

The risk rating (based on the highest-rated risk) for this procurement activity is:	MEDIUM

CPS compliance review

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

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

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

☐ **compliant**	Where reviewed as **'compliant'** please finalise 'Recommendation' section, and progress to the delegate.
☐ **conditionally-compliant**	Where reviewed as **'conditionally-compliant'** the non-compliance issues (listed below) should be actioned or justification for why no action has been taken must be documented in the 'Recommendation' section. Documents reviewed as 'conditionally-compliant' can be progressed without CPS re-review.
☐ **non-compliant**	**'non-compliance'** issues must be actioned, and a revised document with tracked changes resubmitted to CPS for re-review.

If changes are made after your compliance rating has been issued, without consulting CPS, this may void the above consideration.

Indigenous Procurement Policy (IPP): Choose an item

Non-compliance issues to be address:

-

CPS advice/better practice comments:

-

Is AFP Legal consultation required: Choose an item

WREQinsert WREQ #

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

Recommendation

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

Recommending officer's comments:

-

Relevant attachments to this procurement activity:

- ☐ Estimated procurement timetable (optional)
- ☐ Detailed *Statement of Requirements* (SoR) (optional)
- ☐ Initial Risk Profile Assessment (as required)
- ☐ Risk Assessment and Treatment Plan (as required)
- ☐ Conflict of interest form/s

s22(1)(a)(ii)

Name

s22(1)(a)(ii)

Title and AFP No.

s22(1)(a)(ii)

21/03/2025

Date reviewed

PGPA delegate approval

Procurement title	Provision of Infrastructure Automation and Integration Services
AFP procurement ID	P250324
Contract initial value	AUD $498,080.00 (GST inclusive)
Contract initial term	12 months
CAF fee (where applicable)	Not Applicable

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

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

PGPA delegate approval

☒ Approved to Commit and Enter ☐ Not approved

Cmdr Robert NELSON

s22(1)(a)(ii)

Delegate name

Delegate signature

Commander Covert & Technical Operations s22(1)(a)(ii)

Delegate title and AFP ID

25/03/2025

Approval date



Australian Government

Commonwealth Contract – Goods and Services

Reference ID: CCS-SECT6-2425-002

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Customer

Customer Name:	The Commonwealth of Australia as represented by the Australian Federal Police
Customer ABN:	17 864 931 143
Address:	GPO BOX 401 CANBERRA CITY ACT 2601

Supplier

Full Name of the Legal Entity:	SECTION6 Group Pty Ltd
Supplier ABN:	33 631 727 403
Address:	Level 1 5 George Street North Strathfield NSW 2137

Statement of Work

C.A.1 Key Events and Dates

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

Event	Details
Contract Start Date:	Tuesday, 1 April 2025
Contract Term:	This Contract will terminate on Tuesday, 31 March 2026.
Contract Extension Option:	The Contract Term will not be extended.

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C.A.2 The Requirement

AFP requires expertise additional scope of deliverables in automation using Red Hat Ansible as well as integration of applications with DMAP. Working with the AFP, and as directed, the supplier will be required to:

a) Provide advice and subject matter expertise in relation to:
   i. the use of automation to further standardise infrastructure and environments; and
   ii. the use of Red Hat Ansible.
b) Collaborate with the AFP architects and key stakeholders, and provide input into architecture and design decisions;
c) Develop custom software in support of this solution;
d) Actively support and participate in the development of software and documentation artefacts and deliverables;
e) Advise and assist with respect to technology selection activities relevant to the Customer's portfolio of initiatives and the Deliverables;
f) Review business and requirements and provide feedback;
g) Introduce and use automation to further standardise infrastructure and environments within the Customer's development lifecycle; and
h) Provide subject matter expertise related to Datastax Enterprise and Datastax Luna Streaming.

1. Capability

   The supplier will have experience implementing infrastructure-as-code in enterprise environments, as well as experience in software development for integration of data between disparate platforms.

2. Capacity

a. Resourcing requirements

The services will be delivered by one or more supplier resources up to the agreed number of effort hours (1,968 hours) noting that resource requirements will be dependent on the deliverables. All services are to be delivered at an hourly rate not exceeding s47(1) (GST inclusive). Services are expected to be performed on consecutive days (excluding weekends and holidays). Work is able to be performed remotely however onsite attendance will be required on dates and times to be agreed. An allowance of $11,000 (GST inclusive) for travel to Canberra is included in the proposed contract value.

The following deliverables are required:

s47E(d)

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Any allocations not fully utilised may be used for additional requirements to be agreed by the AFP and supplier.

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.

Performance Measures

To demonstrate progress towards achievement of the Requirement, the Supplier is required to comply with the following performance measures:

s47E(d)



C.A.2(c) Security Requirements

Supplier personnel are required to be cleared to a minimum level of AFP Negative Vetting Level 1.

The cost of obtaining each security clearance will be borne by the Customer. The Supplier must ensure that its Specified Personnel promptly provide to the Customer relevant details to assist with the security clearance process, and the Supplier must notify the Customer promptly in writing of any change in circumstances which is likely to affect the Customer's assessment of the Specified Personnel's entitlement to hold a security clearance.

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*].

Item/Description	Delivered To	Delivery Address	Contact Phone	Delivery Date
Details as specified in C.A.2 The Requirement	s22(1)(a)(ii)	Edmund Barton Building 47 Kings Avenue Barton ACT 2600	s22(1)(a)(ii)	31 March 2026

Milestone	Milestone Description	Due Date
Milestone 1	s47E(d)	1 May 2025
Milestone 2		9 Jun 2025
Milestone 3		1 July 2025
Milestone 4		13 Aug 2025
Milestone 5		25 Aug 2025
Milestone 6		4 Sept 2025
Milestone 7		17 Oct 2025
Milestone 8		10 Nov 2025
Milestone 9		20 Nov 2025
Milestone 10		12 Feb 2026
Milestone 11		26 Mar 2026

C.A.2(f) Meetings

The Supplier is not required to attend meetings.

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

The Customer will provide escorted access to Customer facilities or assistance available to the Supplier.

C.A.2(h) Customer Material

Customer will provide the Supplier with the following assistance and materials (customer material):

a. User access or sublicences (as applicable) to software held by the customer necessary to enable the supplier to provide the deliverables under this Contract

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:

s47E(d)

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

Name/Position:	Authorised Officer
Email Address:	s22(1)(a)(ii) @afp.gov.au

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.afp.gov.au/about-us/contact-us/complaints-and-feedback/complaints

Any complaints relating to this procurement should be referred to:

Name/Position:	Authorised Officer
Email Address:	s22(1)(a)(ii) @afp.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.

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C.A.3 Contract Price

The maximum Contract Price inclusive of GST and all taxes and charges will not exceed **$498,080.00** as set out below.

Fixed Price (including all expenses)

Due Date	Item Description	Quantity	Unit Price GST Exclusive per hour	Total Price GST Exclusive	GST Component	Total Price GST Inclusive
31 March 2026	Details as specified in C.A.2 The Requirement	s47(1)		$442,800.00	$44,280.00	$487,080.00
31 March 2026	Provision of AFP approved Travel Expenses on an actual-cost basis to a maximum value of $11,000 GST inclusive	N/A	N/A	$10,000.00	$1,000.00	$11,000.00

Total Fixed Price for Goods $498,080.00 GST Inclusive

Expenses

The Supplier may only claim reimbursement for expenses when the expense is nominated in the table below, and the Customer has granted specific written approval prior to the relevant expense being incurred.

Item	Amount
Domestic air travel	As per receipts issued by travel agent or airlines ticket office
Necessary and/or reasonable hire of a car or use of taxi/Uber when the Supplier is required to travel overnight at a location away from home	As per receipts issued by provider

a) all domestic air travel must be economy class,

b) amounts claimed for accommodation and other expenses must not exceed the total amount specified in Table 2 of **TD2019/11** or any replacement Taxation Determination issued by the Australian Taxation Office, and

c) a Correctly Rendered Invoice accompanied by satisfactory evidence of expenditure being incurred must be submitted.

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 based on 'time and materials' basis of the maximum Contract Price.

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:	OIC SID DSC
Currently:	s22(1)(a)(ii)
Telephone:	
Mobile:	
Email Address:	s22(1)(a)(ii) @afp.gov.au
Postal Address:	GPO BOX 401 CANBERRA CITY ACT 2601

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

Addressee Name/Position Title:	Accounts and Client Services
Telephone:	s22(1)(a)(ii)
Peppol ID:	
Email Address:	s22(1)(a)(ii) @afp.gov.au
Postal Address:	GPO BOX 401 CANBERRA CITY ACT 2601

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

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

Name:	s47F(1)
Position Title:	Head of Customer Engagement
Telephone:	Nil
Mobile:	s47F(1)
Email Address:	s47F(1) @section6.com.au
Postal Address:	Level 1 5 George Street North Strathfield NSW 2137

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

Name:	s47F(1)
Position Title:	Head of Customer Engagement
Email Address:	s47F(1) @section6.com.au
Postal Address:	Level 1 5 George Street North Strathfield NSW 2137

C.A.5 Specified Personnel

Position/Role	Name	Current Security Clearance Level	Percentage of Total Project Time
Principal Consultant	s47F(1)		100

C.A.6 Subcontractors

None Specified

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Additional Contract Terms

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

C.B.1 Intellectual Property

The Supplier owns the Intellectual Property Rights in the Material created under this 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 this 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 this Contract, and its use by the Customer, in accordance with this Contract, will not infringe any third party's Intellectual Property Rights and Moral Rights.

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

Pre-Existing Intellectual Property of the Supplier

Not Applicable

C.B.2 Confidential Information of the Supplier

Not Applicable

C.B.3 Payment Terms

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

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

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

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

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

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

AFP Act	means the *Australian Federal Police Act 1979* (Cth).

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

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C.B.5 Engagement and Non-Publicity

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

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

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

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

(a) use the Customer's name or logo;

(b) suggest any endorsement by the Customer, including noting the Customer as a client of the Supplier on advertising or promotional material;

(c) make any public announcement or issue any media release about this Contract;

(d) identify the Customer as a client or customer of the Supplier; or

(e) discuss with (or communicate to) a third party, any aspect of this Contract, including any Goods and/or Services that it provides to the Customer.

C.B.6 Organisational Suitability Assessment

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

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

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

(a) make the necessary interview arrangements;

(b) be responsible for the costs of conducting the OSA; and

(c) reimburse reasonable travel and accommodation expenses incurred by the Supplier or Specified Personnel in attending the OSA interview, where those expenses are substantiated to the Customer's reasonable satisfaction.

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

(a) suitable to provide the Goods and/or Services;

(b) suitable to provide the Goods and/or Services subject to such conditions, or further actions, as required by the Customer; or

(c) not suitable to provide the Goods and/or Services.

C.B.6.5 The Customer will not be:

(a) required to substantiate or otherwise provide any reasons where it assesses Specified Personnel as not suitable; or

(b) liable in any way in respect of any claims by the Supplier or any Specified Personnel in connection with that OSA.

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

(a) will not comply with any conditions, or courses of action, required by the Customer under clause C.B.6.4(b);

(b) will not comply with any other conditions imposed by the Customer; or

(c) have been assessed as not suitable to provide the Services.

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

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

C.B.7 Testing for Prohibited Drugs

C.B.7.1 Where required by the Customer, the Supplier must ensure Specified Personnel:

(a) execute a consent form substantially in the form of Annexure A;

(b) participate in Testing for Prohibited Drugs; and

(c) comply with any direction of the Customer in relation to the conduct of Testing for Prohibited Drugs.

C.B.7.2 The Customer will:

(a) bear the costs of conducting Testing for Prohibited Drugs; and

(b) not be liable to pay any fee or compensation to the Supplier or Specified Personnel for their participation in Testing for Prohibited Drugs in accordance with clause C.B.7.1.

C.B.7.3 If the Supplier or any Specified Personnel refuse to comply with the requirements of clause C.B.7.1, or return a Positive Test Result, the Customer may, in its sole and absolute discretion:

(a) require the removal of the Specified Personnel under clause C.C.13 [*Specified Personnel*]; or

(b) terminate this Contract immediately.

C.B.7.4 For the avoidance of any doubt, clause C.B.7.3(b) is a provision of this Contract permitting the AFP to terminate this Contract under clause C.C.16 [*Termination for Cause*].

C.B.8 AFP Appointee Determination

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C.B.8.1 The Supplier acknowledges and agrees that each of its Specified Personnel are consultants or independent contractors for the purposes of section 35(1) of the AFP Act, and may be subject to a Determination.

C.B.8.2 During the Contract Term, the Commissioner may make a Determination.

C.B.8.3 If the Commissioner makes a Determination, the Supplier must, as soon as practical:

(a) inform the subject of the Determination that a Determination has been made; and

(b) obtain two executed Deeds of Personal Obligation (substantially in the form of Annexure B) from the subject of the Determination, and provide those Deeds to the Commissioner for countersignature (following which, the Commissioner will return one copy to the subject for their records, and retain the other).

C.B.8.4 The Supplier must provide any assistance reasonably required by the Customer in ensuring the subject of a Determination complies with their obligations as an AFP Appointee.

C.B.8.5 If the subject of a Determination is either unable, or unwilling, to sign a Deed of Personal Obligation as required under this clause C.B.8, the Customer may require the subject to be removed from work in relation to the provision of the Services under clause C.C.13 [*Specified Personnel*] of the Commonwealth Contract Terms.

C.B.9 Confidential Information

C.B.9.1 With reference to clause C.C.21.E [*Confidential Information*] of the Commonwealth Contract Terms, the Deed Poll of Confidentiality at Annexure C is the form of written undertaking relating to nondisclosure of the Customer's confidential information that is acceptable to the Customer.

C.B.9.2 In addition to clause C.C.21.E [*Confidential Information*] of the Commonwealth Contract Terms, the Supplier must not, and must ensure that its employees, agents and subcontractors do not use or disclose any information received (whether orally or in writing) in the course of providing the Goods and/or Services to the Customer. This obligation extends to all formal or informal provision of Goods and/or Services to the Customer, and any formal or informal exercise or purported exercise of the Customer's powers, functions or duties.

C.B.9.3 For the purpose of clause C.C.21.E [*Confidential Information*] of the Commonwealth Contract Terms, the Customer's confidential information includes:

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

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

PLEASE READ THE FOLLOWING BEFORE SIGNING THIS CONSENT FORM

3. Why is testing for prohibited drugs necessary?

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

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

4. What does the testing process involve?

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

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

5. What is the testing process designed to detect?

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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TO BE COMPLETED BY PERSON REQUIRED TO PARTICIPATE IN TESTING PROCESS

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

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

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

Full Name s47F(1)

(Block Letters)

Signature s47F(1)

Date: 02 / April / 2025

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Australian Federal Police SECTION6 - Infrastructure Automation Integration - Annexure A

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Adobe Acrobat Sign

Annexure B – Deed of Personal Obligation

THIS DEED is made at .....^.....on 2 day of April 20 25

s47F(1)

BETWEEN

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

AND

SECTION6 Group Pty Ltd ABN 33 631 727 403 of Level 1, 5 George Street, North Strathfield NSW 2137 ('you')

YOUR STATUS AS AN AFP APPOINTEE

You have been engaged as a consultant or independent contractor under an agreement between the AFP and [insert Company Name] ('the Service Provider') entered into on 1 April 2025 for the provision of providing AFP with expertise and additional scope of deliverables in automation using Red Hat Ansible as well as the integration of applications with DMAP. ('the Agreement').

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

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

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

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

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

YOUR HANDLING OF CONFIDENTIAL INFORMATION

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

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

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

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

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

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

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

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

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

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

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CONSENT TO DISCLOSE AND EXCHANGE INFORMATION

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

In signing this document you acknowledge and agree that:

1. you are not an employee of the AFP but are providing services to the AFP pursuant to section 35(1) of the AFP Act as a consultant or independent contractor;

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

EXECUTED as a Deed

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

Robert NELSON
(Print Name of AFP Act section 35(1) and (2) delegate)

s22(1)(a)(ii)
(Signature)

3/4/2025
(Date)

in the presence of:

s47F(1)
(Print Name of Witness)

s47F(1)

SIGNED SEALED AND DELIVERED by

s47F(1)
(Print Name of Specified Personnel)

2 April 2025
(Date)

in the presence of:

s47F(1)
(Print Name of Witness)

s47F(1)
(Signature of Witness)

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Australian Federal Police SECTION6 - Infrastructure Automation Integration - Annexure B

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Annexure C – Deed Poll of Confidentiality

THIS DEED POLL IS MADE IN FAVOUR OF

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

s47F(1)

(Name) *(Residential Address)*

Acknowledge and **Agree** to the following:

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

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

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

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

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

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

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

- all information which I am notified of; and

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- information intended to be the subject of national or international security restrictions or regulations.

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

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

EXECUTED as a Deed Poll

SIGNED SEALED AND DELIVERED)

s47F(1)	)	s47F(1)	2 April 2025
(Print Name)	)	*(Signature)*	*(Date)*

)

) in the

presence of:

)

s47F(1)	)	s47F(1)
(Print Name of Witness)	)	*(Signature of Witness)*

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Australian Federal Police SECTION6 - Infrastructure Automation Integration - Annexure C

Final Audit Report 2025-04-02

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Commonwealth Contract Terms

C.C.1 Background

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

1.2 Some terms used in these Commonwealth Contract Terms have been given a special meaning. Their meanings are set out in the Commonwealth Contracting Suite (CCS) Glossary and Interpretation or in the Contract.

C.C.2 Relationship of the Parties

2.1 By virtue of this Contract, neither Party is the employee, agent, officer or partner of the other Party nor authorised to bind or represent the other Party.

2.2 Each Party must ensure that its officers, employees, agents or Subcontractors do not represent themselves as being an officer, employee, partner or agent of the other Party.

2.3 In all dealings related to the Contract, the Parties agree to:

a) communicate openly with each other and cooperate in achieving the contractual objectives

b) act honestly and ethically

c) comply with reasonable commercial standards of fair conduct

d) consult, cooperate and coordinate activities to identify and address any overlapping work health and safety responsibilities aimed at ensuring the health and safety of workers and workplaces, and

e) comply with all reasonable directions and procedures relating to work health and safety, record keeping and security in operation at each other's premises or facilities whether specifically informed or as might reasonably be inferred from the circumstances.

C.C.3 Conflicts of Interest

3.1 The Supplier warrants that, other than as previously declared in writing to the Customer at the commencement of the Contract, no Conflicts of Interest exist, relevant to the performance by the Supplier of its obligations under the Contract.

3.2 At any time during the term of the Contract, the Customer may require the Supplier to execute a Conflicts of Interest declaration in the form specified by the Customer.

3.3 As soon as the Supplier becomes aware that a Conflict of Interest has arisen, or is likely to arise during the term of the Contract, the Supplier will:

a) immediately report it to the Customer

b) provide the Customer with a written report setting out all relevant information within three (3) Business Days, and

c) comply with any reasonable requirements notified by the Customer relating to the Conflict of Interest.

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

C.C.4 Precedence of Documents

4.1 The Contract is comprised of:

a) Additional Contract Terms (if any)

b) if the Contract is issued under a DoSO, the Contract Details Schedule

c) Statement of Work

d) Commonwealth Contract Terms

e) CCS Glossary and Interpretation, and

f) additional Contract annexes (if any),

unless otherwise agreed in writing between the Parties.

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

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

C.C.5 Governing Law

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

C.C.6 Entire Agreement

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

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

6.3 Any agreement or understanding to vary or extend the Contract will not be legally binding upon either Party unless in writing and agreed by both Parties.

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

C.C.7 Survival

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

C.C.8 Notices

8.1 A Notice is deemed to be delivered:

a) if delivered by hand - on delivery to the relevant address

b) if sent by registered post - on delivery to the relevant address, or

c) if transmitted by email or other electronic means when it becomes capable of being retrieved by the addressee at the relevant email or other electronic address.

8.2 A Notice received after 5:00 pm, or on a day that is not a working day in the place of receipt, is

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Commonwealth Contract Terms

deemed to be delivered on the next working day in that place.

C.C.9 Assignment

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

9.2 To decline consent, the Customer must provide a Notice to the Supplier, setting out its reasons, within twenty (20) Business Days, or such other time as agreed between the Parties, of receiving the Notice seeking consent. Otherwise, the Customer is taken to have consented.

C.C.10 Subcontracting

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

10.2 The Supplier must ensure that Subcontractors specified in the Contract (if any) perform that part of the Services specified in the Contract. The Supplier must not subcontract any part of its obligations under the Contract, or replace approved Subcontractors, without prior written consent of the Customer. The Customer's written consent will not be unreasonably withheld.

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

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

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

C.C.11 Delivery and Acceptance

11.1 The Supplier must provide the Goods and/or Services as specified in the Contract and meet any requirements and standard specified in the Contract.

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

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

11.4 The Customer may reject the Goods and/or Services within ten (10) Business Days after delivery or such longer period specified in the Contract ("Acceptance Period"), if the Goods and/or Services do not comply with the requirements of the Contract.

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

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

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

C.C.12 Licences Approvals and Warranties

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

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

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

C.C.13 Specified Personnel

13.1 The Supplier must ensure that the Specified Personnel set out in the Contract (if any) perform 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

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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:

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.

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

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

C.C.18 Dispute Resolution

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

a) both Contract Managers will try to settle the dispute by direct negotiation

b) if unresolved within five (5) Business Days, the Contract Manager claiming that there is a dispute will give the other Contract Manager a Notice setting out details of the dispute and proposing a solution. The date the dispute Notice is issued will be the date of the Notice ("Notice Date")

c) if the proposed solution is not accepted by the other Contract Manager within five (5) Business Days of the Notice Date, each Contract Manager will nominate a more senior representative, who has not had prior direct involvement in the dispute. These representatives will try to settle the dispute by direct negotiation

d) failing settlement within twenty (20) Business Days of the Notice Date, the Customer will, without delay, refer the dispute to an appropriately qualified mediator selected by the Customer or, at the Customer's discretion, to the chairperson of an accredited mediation organisation to appoint a mediator, for mediation to commence within thirty (30) Business Days of the Notice Date or such other period as agreed by the Parties, and

e) If the dispute is not resolved within sixty (60) Business Days of the Notice Date, either the Supplier or the Customer may commence legal proceedings or, by agreement, continue the mediation process for a period agreed by the Parties.

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

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

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

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

C.C.19 Transition In

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

C.C.20 Transition Out

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

C.C.21 Compliance with Law and Policy

21.1 The Supplier must comply with, and ensure its officers, employees, agents and Subcontractors comply with all laws applicable to the performance of this Contract and warrants that it will not cause the Customer to breach any laws.

21.2 The Supplier must comply with, and ensure its officers, employees, agents and Subcontractors comply with any Commonwealth policies relevant to the Goods and/or Services.

21.3 The Supplier agrees to provide such reports and other information regarding compliance with applicable law and Commonwealth policy as reasonably requested by the Customer or as otherwise required by applicable law or policy.

21.4 If the Supplier becomes aware of any actual or suspected breach of the requirements set out in 21.A to 21.J below, or any other applicable law or Commonwealth policy, it must:

a) immediately report it to the Customer and provide a written report on the matter within three (3) Business Days unless otherwise set out in these Terms, and

b) comply with any reasonable directions by the Customer in relation to any investigation or further reporting of the actual or suspected breach.

21.A Access to Supplier's Premises and Records

A.1 The Supplier must maintain and ensure its Subcontractors maintain proper business and accounting records relating to the supply of the Goods and/or Services and performance of the Contract.

A.2 The Supplier agrees to provide to the Customer, or its nominee, access to the Supplier's or its Subcontractor's premises, personnel, computer systems, documents and other records, and all assistance reasonably requested, for any purpose associated with the Contract or any review of the Supplier's or the Customer's performance under 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

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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:

c) 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

d) take all other action necessary to comply with the requirements of the *Privacy Act 1988* (Cth), and

e) take any other action as reasonably directed by the Customer.

21.D Personal Information

D.1 The Supplier agrees to provide the Customer, or its nominee, relevant information (including personal information) relating to the Supplier, its officers, employees, agents or Subcontractors, for the purposes of preventing, detecting, investigating or dealing with a fraud or security incident relating to a Contract.

D.2 When providing personal information of a natural person under this clause, the Supplier warrants it will have obtained the consent of or provided reasonable notification to the person in accordance with the *Privacy Act 1988* (Cth).

D.3 Nothing in these clauses limits or derogates from the Supplier's obligations under the *Privacy Act 1988* (Cth).

21.E Confidential Information

E.1 The Supplier agrees not to disclose to any person, other than the Customer, any Confidential Information relating to the Contract or the Goods and/or Services, without prior written approval from the Customer.

E.2 This obligation will not be breached where:

a) the relevant information is publicly available (other than through breach of a confidentiality or non-disclosure obligation), or

b) the Supplier is required by law, an order of the court or a stock exchange to disclose the relevant information, but any such request must be reported by Notice to the Customer without delay and the text of the disclosure provided in writing to the Customer as soon as practicable.

E.3 The Customer may at any time require the Supplier to arrange for its officers, employees, agents or Subcontractors to give a written undertaking relating to nondisclosure of the Customer's Confidential Information in a form acceptable to the Customer.

E.4 The Customer will keep any information in connection with the Contract confidential to the extent it has agreed in writing to keep such specified information confidential.

E.5 The Customer will not be in breach of any confidentiality agreement if the Customer discloses the information for the purposes of managing the Contract or if it is required to disclose the information by law, a Minister or a House or Committee of Parliament, or for accountability or reporting purposes.

21.F Security and Safety

F.1 When accessing any Commonwealth place, area or facility, the Supplier must comply with any security and safety requirements notified to the Supplier by the Customer or of which the Supplier is, or should reasonably be aware. The Supplier must ensure that its officers, employees, agents and Subcontractors are aware of, and comply with, such security and safety requirements.

F.2 If directed by the Customer, the Supplier and its officers, employees, agents and Subcontractors are required to undertake a security briefing prior to being able to work inside a Commonwealth office, area or facility.

F.3 The Supplier must ensure that all information, material and property provided by the Customer for the purposes of the Contract is protected at all times from unauthorised access, use by a third party, misuse, damage and destruction and is returned as directed by the Customer.

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

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21.G Criminal Code

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

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

21.H Fraud

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

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

21.I Taxation

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

21.J Public Interest Disclosure

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

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

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

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 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.

22.4 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.

22.5 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.

22.6 A draft remediation plan prepared by the Supplier under clause 22.5 must include the following information:

a) 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

b) how the Supplier will ensure events similar to the Significant Event do not occur again, and

c) any other matter reasonably requested by the Customer.

22.7 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.

22.8 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.

22.9 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 it's officers, employees, agents and Subcontractors comply with, the Code in connection with the performance of this Contract.

23.2 The Supplier must:

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Commonwealth Contract Terms

a) periodically monitor and assess its, and its officers', employees', and agents' compliance with the Code; and

b) on request from the Customer, promptly provide information regarding:

i. the policies, frameworks or systems it has established to monitor and assess compliance with the Code; and

ii. 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:

a) 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

b) 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 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 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.

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Commonwealth Contracting Suite Glossary and Interpretation

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

"**Eligible Data Breach**" means an 'Eligible Data Breach' as defined in the *Privacy Act 1988* (Cth).

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

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

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

"**Goods and/or Services**" means:

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

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

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

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

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

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

"**Lead Customer**" means the party specified in the DoSO as the Lead Customer.

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

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

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

"**Peppol**" means the Pan-European Public Procurement On-Line framework as described at the Australian Taxation Office website https://softwaredevelopers.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.

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Commonwealth Contracting Suite Glossary and Interpretation

"**Required Capabilities**" means:

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

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

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

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

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

"**Satisfactory**" in relation to the 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.

"**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.

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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	*NOTE: Where relevant, this also forms part of a Contract formed under a DoSO.*
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	

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Contract Signing Page

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

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

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

s47F(1) s22(1)(a)(ii)

Name of witness (***print***)
s47F(1)

Name of delegate (***print***)
Robert NEWARD

Position of delegate (***print***)
Commander CTO

Date:
3/4/2025

Executed by SECTION6 Group Pty Ltd **ABN** 33 631 727 403 in accordance with Section 127 of the *Corporations Act 2001*:

Signature of director
s47F(1)

Name of director (***print***)
s47F(1)

Signature of [redacted] witness
(Please delete as applicable)
s47F(1)

Name of [redacted] (***print***) witness
s47F(1)

Date:
1 April 2025

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Australian Federal Police SECTION6 Infrastructure Automation Integration SOW - CCS-SECT6-2425-002

Final Audit Report 2025-04-01

Created:	2025-03-31
By:	s47F(1) @section6.nz)
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"Australian Federal Police SECTION6 Infrastructure Automation Integration SOW - CCS-SECT6-2425-002" History

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Agreement completed.
2025-04-01 - 1:56:40 AM GMT

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PROCUREMENT RISK ASSESSMENT AND TREATMENT PLAN (RATP)

Procurement ID:	P250324	Procurement Title:	PROVISION OF INFRASTRUCTURE AUTOMATION AND INTEGRATION SERVICES

This RATP is prepared in the context of the above-stated procurement activity, and must be read in conjunction with the associated Spending Proposal documentation. It is the responsibility of the Delegate and Contract Management Team to maintain this RATP throughout the lifecycle of the procurement activity. At a minimum, RATPs require review every 12-months or at the time of considering any variation/extension to the relevant contract. For general advice and assistance in understanding risk management please contact the Risk and Assurance Team (Risk-and-Assurance@afp.gov.au). Further guidance is also available on the AFP Hub.

IDENTIFY			ANALYSE			EVALUATE					
Ref #	Risk Description Provide a description for each key risk that could impact this procurement activity achieving its objective	Source/s of the Risk Describe the potential causes of the risk occurring	Consequence/s Describe the impacts if the risk occurred	Existing Controls for each source of the risk List out main existing controls which prevent/mitigate the source of the risk Control/s (Description of the existing control/s in place for each source)	Control Owner (Full name & title of the AFP member responsible for the control)	Control Rating (, , ,)	Control Effectiveness (, , ,)	Current Risk Rating (Assess the consequences and their likelihood taking into account the effectiveness of the existing controls) Consequence	Likelihood	Rating	Proposed action to be taken (Avoid, Reduce, Share, Retain)
1	The procuring business area has considered risk/s relating to the release and/or public reporting of contract information and are satisfied it is not sensitive and no harm would likely be caused by public disclosure.	Public disclosure (including AusTender Reporting) legislative requirements Media enquiries, Questions on Notice (QONs), Senate Estimates, and FOI requests	Not applicable	Not applicable.		Fully Effective	Strong	Minor	Unlikely	Low - No additional treatments required	Retain
2	Procurement activity is delayed (put on hold) after recieving a formal complaint under the Government Procurement (Judicial Review) Act 2018 (Cth).	This procurement activity is not a covered procurement (i.e. open tender approach valued at or above $80,000) and therefore not subject to the Government Procurement (Judicial Review) Act 2018 (Cth) requirements.	Nil consequence. This procurement activity is not a covered procurement (i.e. open tender approach valued at or above $80,000) and therefore not subject to the Government Procurement (Judicial Review) Act 2018 (Cth) requirements.	Nil control required.		Fully Effective	Strong	Minor	Unlikely	Low - No additional treatments required	Retain
	Folio 126 The procurement activity is delayed (this risk	Funding source not secured, budget cycle not finalised or changed; and/or elections caretaker period.		Financial delegate confirming compliance with CPS advice.		Fully Effective				treatments	
				Annual Procurement Plan for early identification of expiring contractual arrangements and ongoing reporting.		Fully Effective					

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IDENTIFY			ANALYSE			EVALUATE					
Ref #	Risk Description Provide a description for each key risk that could impact this procurement activity achieving its objective	Source/s of the Risk Describe the potential causes of the risk occurring	Consequence/s Describe the impacts if the risk occurred	Existing Controls for each source of the risk List out main existing controls which prevent/mitigate the source of the risk Control/s (Description of the existing control/s in place for each source)	Control Owner (Full name & title of the AFP member responsible for the control)	Control Rating (, , ,)	Control Effectiveness (, , ,)	Current Risk Rating (Assess the consequences and their likelihood taking into account the effectiveness of the existing controls) Consequence	Likelihood	Rating	Proposed action to be taken (Avoid, Reduce, Share, Retain)
3	includes delays associated with the development of the SoR, spending proposal and related documentation, draft contract, tender documentation, and obtaining stakeholder endorsements and/or Delegate approval).	Evaluation process and/or contract negotiations not properly planned, progressed or managed. Failure to engage early with key stakeholders (i.e. T&I, AFP Legal, Security Ops, Assets etc.) or the AFP's central procurement advisory team (i.e. NPC).	The procurement activitity is put on 'hold' pending the outcome of released budget Procurement delayed	Annual Procurement Plan for early identification of expiring contractual arrangements and ongoing reporting.		Fully Effective	Strong	Minor	Unlikely	Low - No additional required	Retain

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IDENTIFY			ANALYSE			EVALUATE					
Ref #	Risk Description Provide a description for each key risk that could impact this procurement activity achieving its objective	Source/s of the Risk Describe the potential causes of the risk occuring	Consequence/s Describe the impacts if the risk occurred	Existing Controls for each source of the risk List out main existing controls which prevent/mitigate the source of the risk Control/s (Description of the existing control/s in place for each source)	Control Owner (Full name & title of the AFP member responsible for the control)	Control Rating	Control Effectiveness	Current Risk Rating (Assess the consequences and their likelihood taking into account the effectiveness of the existing controls) Consequence	Likelihood	Rating	Proposed action to be taken (Avoid, Reduce, Share, Retain)
4	The procurement activity fails to achieve (or demonstrate) 'Value for Money' (VFM). (VFM as defined in the Commonwealth Procurement Rules (CPRs) Division 1 Section 4.)	Solution to be procured not adequately scoped or does not adequately address the reason for the procurement activity, insufficient market research conducted, investigations into alternative or in-house solutions not explored. Procuring business area narrows the requirement unnecessarily (i.e. specifies capabilities, scope or functionality rather than seeking innovative solutions from the market). Failure to consider the whole-of-life costs including contract management costs, transition-out, end of useful life disposal costs, potential environment impacts. AFP-specific requirements - such as those relating to location/country, security requirements or technical specifications - adds complexity and a premium costs.	Ineffective and inefficient use of AFP resources (including human resources, financial resources, time resources and operational and business opportunity costs). Damage to the AFP's reputation; which may include reduced Government, law endorsement partner or public confidence. Contract variations (increase or decrease), scope creep/increased contract costs, additional administrative burden, and reduced Executive confidence in procuring business area. Narrows the market, reduced competitive process as limited potential suppliers encouraged to tender. Most competitive and innovative solution may not be offered. Additional costs incurred by the AFP, in addition to those budgeted for and approved by the PGPA Delegate.	Usage is monitored annually to ensure services are used therefore meeting the reason for the procurement activity. Market monitored for other IT professional membership by execution through network and governance process		Fully Effective	Strong	Minor	Possible	Medium	Reduce
				Financial delegate confirming compliance with CPS advice.		Fully Effective					
				Financial delegate confirming compliance with CPS advice.		Fully Effective					
				Financial delegate confirming compliance with CPS advice.		Fully Effective					
				Financial delegate confirming compliance with CPS advice.		Fully Effective					
5	The procurement activity is not compliant with the Australian Government procurement framework (i.e. Public Governance, Performance and Accountability (PGPA) Act, Commonwealth Procurement Rules (CPRs) and Procurement Connected Policies (PCPs)), and/or the AFP's governance arrangements (i.e. Commissioner's Orders (CO), Commissioner's Financial Instructions (CFIs) and National Guidelines).	The AFP procurement processes including the use of current AFP procurement templates, the AFP National Guideline on procurement and contracting, and the Commissioner's Financial Instructions (CFIs), are not followed. Consultation with the AFP's central procurement advisory body, National Procurement and Contracts (NPC), and/or NPC's advice and recommendations were not considered/followed. Consultation with the AFP Legal was not undertaken and/or AFP Legal's advice and recommendations were not considered/followed. Procuring business area does not adequately scope the procurement activity's requirements; forcing contract variations beyond the scope of the original Approach to Market (ATM). Procuring business area did not conduct adequate market research and/or failed to accurately estimate the whole-of-procurement costs (resulting in procurement activity being processed following lower-value CPRs threshold being	Breach of CPIs Criticism of the AFP's procurement process, from the public or media, or complaints from potential suppliers Procurement process is withdrawn or fails, causing project/program or operational delays and wasted resources	Procurement full service model and CPS governance arrangements (including guidance and templates)		Fully Effective	Strong	Minor	Unlikely	Low - No additional treatments required	Retain
				Procurement full service model and CPS governance arrangements (including guidance and templates)		Fully Effective					
				Procurement full service model and CPS governance arrangements (including guidance and templates)		Fully Effective					
6	Fraudulent, corruption and/or probity activities occur under the procurement activity.	AFP Appointees (or Contracted AFP Appointee) conducts procurement activities in a dishonest/deceptive manner in order to obtain a benefit or personal gain; examples could include abuse of power for private gain, manipulating outcomes of procurement evaluation, falsifying or destruction of documentation, lack of probity, conflicts of interest, corruption. Evaluation process and/or selection of preferred supplier is based on perceived or actual conflicts of interest	AFP resources redirected to address fraud/corruption issue/s including PRS investigation, AFP Legal to prosecute through criminal or civil action or contractual issues/litigation. Damage to the AFP's reputation; which may include reduced Government, law endorsement partner or public confidence. Effective procurement outcome not achieved or procurement activity delayed, suspended or withdrawn. Where a procurement activity falls within the scope of the Government Procurement (Judicial Review) Act 2018 (Cth) a complaint may also be received.	AFP Governance arrangements and Delegations (and internal/external audits and reviews to ensure adherence to these).		Fully Effective	Strong	Minor	Possible	Medium	Reduce
				AFP Fraud Control and Anti-corruption Plan (plus mandatory iAspire training).		Fully Effective					
				Separation of duties for multiple areas of the procurement process and contract lifecycle. Additional separations imposed where percieved or actual conflicts are identified.		Fully Effective					
				Conflict of Interest (CoI) Declarations completed, mitigations to be approved by Delegate (and put into action); with records maintained on AFP Official Files.		Fully Effective					

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IDENTIFY			ANALYSE			EVALUATE					
Ref #	Risk Description Provide a description for each key risk that could impact this procurement activity achieving its objective	Source/s of the Risk Describe the potential causes of the risk occurring	Consequence/s Describe the impacts if the risk occurred	Existing Controls for each source of the risk List out main existing controls which prevent/mitigate the source of the risk Control/s (Description of the existing control/s in place for each source)	Control Owner (Full name & title of the AFP member responsible for the control)	Control Rating	Control Effectiveness	Current Risk Rating (Assess the consequences and their likelihood taking into account the effectiveness of the existing controls) Consequence	Likelihood	Rating	Proposed action to be taken (Avoid, Reduce, Share, Retain)
		based on perceived or actual conflicts of interest.	Increased agency internal policy and governance, processes and bureaucracy. May also trigger internal and external audits.	Professional Standards (PRS) Investigations and Internal Audit (IA) review of processes conducted associated with AFP procurement activities, contracts and spend categories.		Fully Effective					
				Engagement with CPS and AFP Legal for probity advice, engaegment of an independent Probity Advisory, and completion of Probity Plans		Fully Effective					
7	Security breaches and incidents (related to physical security, information security, personnel security) involving the contractor (supplier) or any of its subcontractors.	Supplier requires access to AFP locations, systems, information or personnel in order to deliver the goods and/or services. The delivery of part or all of the contract involves sub-contracting and/or third party (supply chain) access to AFP locations, systems, information or personnel. Approach to Market (ATM) documentation contains sensitive information; and is released out to the open market. Business Area executes a contract with a Vendor with affiliations/links to illegal activities (i.e. outlaw motorcycle gangs, fraud, terrorist organisations). Contractors (including Contracted AFP Appointees) engaged but not effectively managed or monitored (including AFP Access Control and Security Vetting not advised when contract terminated/expired).	A contractor (supplier) or its subcontractor, without a Organisational Suitability Assessment (OSA) or appropriate security clearance, uses access to AFP locations, systems, information or personnel to disrupt AFP operations (including access to systems and information), cause harm or make threats of harm to the AFP or its personnel (e.g. Security vetting contractors). Operational targets (including unknown) gain access to policing methodologies, capabilities and operations and use this access to disrupt operational activities, cause harm or threats of harm to the AFP or its personnel, or gain access to human targets/witnesses (e.g. transcription services and translation/interpreter services). Contractors (including Contracted AFP Appointees) gain access outside the 'need to know' in order to effectively delivery the goods and/or services under the associated contract. Contractors (including Contracted AFP Appointees) engaged to access back-end of ICT systems and communication capabilities. Purchase of capabilities that transfer or store AFP intelligence or data from unknown/unvetted suppliers (specifically those from overseas or with overseas-parent companies)(e.g. radio equipment, smart phone accessories, CCTV, drones).	The procuring business area will consult with key stakeholders including Security Operations in preparing the procurement documentation before progressing an Approach to Market (ATM).		Fully Effective	Strong	Minor	Unlikely	Low - No additional treatments required	Retain
				AFP Legal provides additional 'AFP Special Conditions' relating to the engagement of Contractors/Specified Personnel to engage them as Contracted AFP Appointees.		Fully Effective					
				Appropriately skills/qualified AFP Appointee identified to manage the Contractor/s.		Fully Effective					
				ATM documentation peer reviewed or cleared by Information Security, AFP Legal or other SME.		Fully Effective					
				Completion of Organisational Suitability Assessments (OSA), Employment Suitability Question (ESQ) and Security Clearance processes.		Fully Effective					

LEX 6279

Folio 129

IDENTIFY			ANALYSE			EVALUATE					
Ref #	Risk Description Provide a description for each key risk that could impact this procurement activity achieving its objective	Source/s of the Risk Describe the potential causes of the risk occuring	Consequence/s Describe the impacts if the risk occurred	Existing Controls for each source of the risk List out main existing controls which prevent/mitigate the source of the risk Control/s (Description of the existing control/s in place for each source)	Control Owner (Full name & title of the AFP member responsible for the control)	Control Rating	Control Effectiveness	Current Risk Rating (Assess the consequences and their likelihood taking into account the effectiveness of the existing controls) Consequence	Likelihood	Rating	Proposed action to be taken (Avoid, Reduce, Share, Retain)
8	Privacy breaches - including non-compliance with the 'Privacy (Australian Government Agencies - Governance) APP Code 2017' - where a data breach occurs resulting in the release of personal information.	A Privacy Impact Assessment (PIA) was not considered or followed in the course of progressing the procurement activity and managing any subsequent contractual arrangement. Stakeholders to the procurement activity not aware/familiar with privacy obligations. Mandatory Privacy training not completed (as required annually) by AFP Appointees, including Contracted AFP Appointees. Procuring business area does not consider whether their procurement activity involves the access to, or collection or storage of, personal information, and does not consult with the AFP Privacy Officer or complete the required Privacy Impact Statement (PIA).	Impacts to business and operations - including complaints and legal action being taken out by affected individuals.	Appropriate AFP governance and instructions - specifically section 23.3 Privacy within the National Guideline on procurement and contracting and the National Guideline on privacy.		Fully Effective	Strong	Minor	Unlikely	Low - No additional treatments required	Retain
				AFP Chief Legal Counsel as the AFP Privacy Officer, and is charged with educating and providing guidance on how to comply with the Code.		Fully Effective					
				Online iAspire training which is mandatory for all AFP appointees (including non-ongoing contractors).		Fully Effective					
9	Contract Owner and Contract Manager fail to effectively manage contract, and the AFP does not recieve value for money.	Wrong level or unskilled/unqualified resources responsible for management of AFP contracts. May also include failure to appropriately 'categorise' the contract and/or the Executive not appropriately focusing resources on contract management activities. Also cosnder issues with contractors managing contractors. Responsible Contract Owner and Contract Manager fail to engage with agency's central procurement and contract advisory area for assistance and direction. Failure to implement appropriate objectives and measures, key performance indicators (KPIs) or milestones/deliverables into contracts. Contract management plan and/or contractor performance plan not established, or used, throughout the life of the contract. Ineffective contract negotiations resulting in the execution of contracts not in the best interests of the AFP, or in appropriately transfers risk to the AFP.	Goods and/or services provided by the contract are not received by the AFP - impacting in operational or business objectives and the AFP paying for goods/services not received. Value for money not realised. Under-performance is not recorded, addressed and corrected - increasing/shifting workload to other resources, increasing inequality among business areas or project teams - and fails to provide appropriate evidence-base to enable the reduction or termination of ineffective contracts. Over-performance/role creep occurs leading to contractual variations, increased project costs, CPR non-compliance issues. Service provider does not maintain service levels, continuity of service and exposes the AFP to loss or reduced capabilities. May impact on public opinion/confidence and reputation.	Early engagement with CPS and AFP Legal - to identify form of contract, contract structure, specific contract terms and conditions - to most appropriately address requirements while managing risk.		Fully Effective	Strong	Minor	Unlikely	Low - No additional treatments required	Retain
				Appropriate utilisation of AFP contract management governance and templates (which have been designed to align to the Australian Government Contract Management Guide).		Fully Effective					
				Procuring business area invests in pre-procurement planning activities - including stakeholder engagement, market research, scoping studies - and defines the intended outcome/solution (objectives/s and measure/s).		Fully Effective					
				AFP Executive comm tment to contract management activities through allocation of appropriate resources and tools for the life of the contract.		Fully Effective					
				Identify ongoing AFP resources who are 'invested' (end users/owners) in the contract's outcome - provide guidance and training - to enable these resources to manage the contracts.		Fully Effective					
		Procuring officer accepts 'click conditions' contained in online	AFP invests in bespoke or customised technology, product or solution but does not own IP rights.	Early engagement with CPS and AFP Legal - to identify form of contract, contract structure, specific contract terms and conditions - to most appropriately address requirements while managing risk.		Fully Effective				tments required	
				Appropriate utilisation of AFP contract management governance and templates (which have been designed to align to the Australian Government Contract Management Guide).		Fully Effective					

LEX 6279

Folio 130

IDENTIFY			ANALYSE			EVALUATE					
Ref #	Risk Description Provide a description for each key risk that could impact this procurement activity achieving its objective	Source/s of the Risk Describe the potential causes of the risk occurring	Consequence/s Describe the impacts if the risk occurred	Existing Controls for each source of the risk List out main existing controls which prevent/mitigate the source of the risk Control/s (Description of the existing control/s in place for each source)	Control Owner (Full name & title of the AFP member responsible for the control)	Control Rating	Control Effectiveness	Current Risk Rating (Assess the consequences and their likelihood taking into account the effectiveness of the existing controls) Consequence	Likelihood	Rating	Proposed action to be taken (Avoid, Reduce, Share, Retain)
10	Failure to consider issues surrounding commercial in-confidence provisions, licencing requirements or intellectual property in procurement and contracting.	Procuring officer accepts click conditions contained in online ordering forms and web-based contracts, without due consideration or understanding OFFICIALof consequences. Proposed solution identified based on a proprietary product or service rather than functionality or capability criteria.	Ongoing investment/cost required for licencing, subscription, to modify, upgrade or maintain - reduced value for money or increasing whole of life costs. Forces the ongoing investment in a particular design, proprietary product or solution and may narrow the market for future competitive procurement activities (based on a small supplier/service provider base).	Procuring business area invests in pre-procurement planning activities - including stakeholder engagement, market research, scoping studies - and defines the intended outcome/solution (objective/s and measure/s).		Fully Effective	Strong	Minor	Unlikely	Low - No additional trea	Retain
				AFP Executive commitment to contract management activities through allocation of appropriate resources and tools for the life of the contract.		Fully Effective					
				Identify ongoing AFP resources who are 'invested' (end users/owners) in the contract's outcome - provide guidance and training - to enable these resources to manage the contracts.		Fully Effective					

Date first completed:	31/01/2025	Recommending Officer's Comments:	Recommending Officer's Signature & Date:
	Minimum frequency of informally every three (3) months for the life of the procurement activity; and formally at the time of consideration of any contract variation or extension.		
	31/01/2025	PGPA Delegate's Comments: Endorsed	PGPA Delegate's Signature & Date: s22(1)(a)(ii)

FREEDOM OF INFORMATION ACT

Risk Assessment Guidance Tool

Table 1

Control Effectiveness	
Rating	*Description*
Strong	Controls are as strong as they need to be or stronger to effectively mitigate the risk they control to an acceptable level. If substantially stronger than needed, there may be an opportunity for efficiencies
Incomplete	Controls do not completely control the risk they mitigate
Weak	Controls have limited or no effect on mitigating the risk
Unknown	Risk author does not have sufficient knowledge to determine the strength of the Controls

Table 2

Control Rating	
Rating	*Description*
Fully Effective	Control is as strong as it needs to be or stronger. If substantially stronger, there may be opportunity for efficiency
Partially Effective	Control has most of the required elements in place, but doesn't meet all the minimum requirements to operate as intended in controlling (in whole or in conjunction with other controls) a source on consequence
Ineffective	Control has few of the required elements in place or falls considerably short of its minimum requirements
Unrated	Control is not rated. It may be a purposeful decision not to rate the control, or sufficient measurements to adequately rate Control may not have been obtained

Table 6

Proposed Action To Be Taken	
Categories	*Description*
Avoid	A risk can be avoided by discontinuing or changing the proposed activity in order to avoid an unacceptable level of risk.
Reduce	A risk can be reduced by implementing treatments to favourably effect the likelihood or consequence, or by removing a source of risk
Share	A risk can be shared with other entities e.g., insurance, specialists, negotiated contracts
Retain	A risk can be retained by accepting the level of risk based on informed decision. All stakeholders should be consulted if considering acceptance of a level of risk above the AFP's risk appetite and risk tolerance.

Table 7

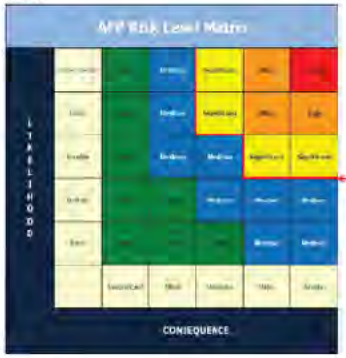


Table 4

RISK LIKELIHOOD TABLE			
LIKELIHOOD	PROBABILITY	CHANCE	CONTROL RATING
Almost certain	>95%	There are indicators that the event is imminent or the event may already be happening, and/or high level of recorded incidents and/or strong anecdotal evidence, and/or a strong likelihood the event will re – occur. The event is expected to occur in most circumstances	Less than 25% of the key controls associated with the risks are rated as Fully Effective. Without control improvement, it is almost certain that the risk will eventuate at some point
Likely	65% - 95%	There are indicators to suggest that this event is likely to occur if current conditions remain or data/intelligence predictions are accurate, and/or regular recorded incidents, and/or considerable opportunity, reason or means to occur. The event will probably occur in most circumstances	25%-50% of the key controls associated with the risks are rated as Fully Effective. Without control improvement, it is more likely than not that the risk will eventuate
Possible	35% - 65%	There are indicators to suggest that the potential for this event to occur may increase if not managed effectively, and/or few, infrequent, random recorded incidents. The event might occur at some time	50%-90% of the key controls associated with the risks are rated as Fully Effective. Without control improvement the risk may eventuate
Unlikely	5% - 35%	No or minimal indication of potential occurrence under current conditions, or as shown by available data/intelligence. The event could occur at sometime	At least 90% of the key controls associated with the risk are rated as Fully Effective. The strength of this control environment means that it is more than likely that the risk eventuating would be caused by external factors not known to AFP, or some needed key controls have been missed.
Rare	<5%	No indication of potential occurrence under current or foreseen conditions or as shown by available data/intelligence. The event may occur only in exceptional circumstances	All key controls associated with the risk are rated Fully Effective, and regular reviews of the risk indicate that no other key controls for this risk are required. The strength of this control environment means that if the risk eventuates, it is most likely as a result of external circumstances outside the control of AFP

Table 5

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

Table 3

IMPACT TYPE	Insignificant	Minor	Moderate	Major	Severe
Consequence affecting individual or discrete activity, operation, project or program					
Project/program delivery (risk to project/program)	A minor delay, cost increase or scope change for some deliverables that doesn't impact on overall delivery.	A delay causing cost increase or scope change for multiple deliverables that doesn't impact on overall delivery.	A delay to the timetable or change to the scope that results in delays to overall delivery.	Unacceptable delay due to the timetable, scope or benefits changing, or a significant cost increase.	A scope, cost or timetable change that fundamentally changes the project making it no longer viable.
Operational outcome	Infrequent or inconsequential delay or amendment of outcomes.	Achievement of objectives delayed or amended but still within acceptable tolerances.	Achievement of objectives delayed or require amendment beyond acceptable tolerances.	Achievement of objectives threatened.	Achievement of objectives not possible.
Consequence affecting the AFP as a whole or a significant portion of the AFP's business					
People, wellness and safety (includes mental health)	No or minimal medical treatment or internal counselling required, No work time lost.	Medical treatment required or external expert advice required, Negligible work time lost.	Potentially significant harm to health or potentially life threatening injury.	Consequences could reasonably be expected to directly threaten or lead to the loss of life of an individual or small group.	Undermining people's safety that could reasonably be expected to directly lead to the death of a large number of people.
Our reputation	Internal AFP impact only in a small part of the organisation. Freedom to operate unaffected.	Some external awareness of issue, limited external interest.	Media interest and brand impact.	National public, political, regulatory or media scrutiny and concern. AFP's abilities / trust are restricted.	International concern, Governmental inquiry, sustained adverse national/international media. Brand impact significantly affects confidence in the AFP.
Stakeholder relationships	No effect on the AFP, or slight inconvenience only including services which can easily be accessed from other stakeholders.	Minor impact on AFP due to deterioration of stakeholder relationship. May lead to temporary disruption or reduction in service requiring minimal time and resources to source a replacement.	Considerable impact on AFP due to strained relationships or extended disruption or reduction in service resulting in decreased operational effectiveness and interoperability.	Major impact on AFP due to fractured relationship. No interoperability. Substantial reduction to critical stakeholder services or support. No alternative sources available.	Severe impact on AFP due to termination of relationships. Indefinite disruption or total loss of service or capability with no alternative solutions available. Inability of continued operation
Operational outcomes (the AFP's ability to achieve operational outcomes)	Infrequent or inconsequential delay of outcomes.	Temporary delay or postponement of outcomes which are managed locally	Inability to sustain or maintain services or capabilities required for the ongoing successful achievement of operational outcomes	Delays or inability to provide or maintain key activities required for the successful achievement of operational outcomes	Multiple and systemic points of failure preventing achievement of successful operational outcomes organisationally, which are likely to require significant time and resources to rectify
Compliance	Compliance with known internal and external requirements	Minor non-compliance of a nature not attracting attention. Able to be identified and rectified through internal monitoring, compliance, and/or training processes.	Breach or non-compliance of a nature which could be reasonably expected to lead to criticism of AFP. Ongoing breaches without evidence of lessons being learnt	Places objectives at serious risk of failure. Exposes AFP to major litigation, ministerial concerns and/or media scrutiny. Review / loss of some AFP powers or abilities	Very serious external compliance implications. Will immediately place objectives at high risk of failure, and breach of legislation. Serious, wilful breach; criminal negligence or act; prosecution; dismissal; ministerial censure. Severe reputational consequences
Information, privacy, Information Management and security	Compromise or corruption of information held that is otherwise available in the public domain.	Compromise of information that could impact upon functional or business area interests.	Compromise of information that could impact upon the AFP daily operations. Compromise of PROTECTED information	Compromise of information sensitive to AFP's organisational interests. Security integrity compromised. Significant operational compromise. Compromise of SECRET information	Compromise of information with significant ongoing impact. Inability to communicate with stakeholders. Compromise of TOP SECRET information
Financial impact	Slight financial issue manageable within current budget allocation.	Limited financial impact requiring some financial reprioritisation within current budget allocations.	Significant financial impact which may exceed current budget allocation. Requires additional central funding resources (AFP internal release) and financial reprioritisation.	Serious financial implications requiring significant financial reprioritisation at AFP level and service provision adjustments.	Grave financial implications requiring major service cutbacks. Ministerial approval to overspend AFP level budget or additional Government funding.
Capability	Minimal impact on noncore business operations or the impact can be dealt with routine activities	Some impact on business areas in terms of delays and/or system quality but does not threaten the objectives	Impact on the objectives resulting in reduced performance such that targets are not met	Breakdown of key activities leading to serious reduction in performance resulting in a major threat to achieving the objectives	Critical failures preventing core activities from being performed resulting in failure to achieve the objectives

Please refer to the following link for further guidance

Risk management hub page
Risk Management Policy
AFP National Guideline on risk management
Risk Rating (incl. Risk tolerance)
Commonwealth Risk Management Policy
Risk Register

Minimum requirements for documented risk assessment

FOI 2024/76

PURCHASE ORDER 30046968

Contract 5700024441

***** The purchase order was already output on 18.04.2025 *****

SECTION6 GROUP PTY LIMITED
Level 1, 5 George St
NORTH STRATHFIELD NSW 2137
AUSTRALIA

Vendor: s47G(1)(a)
Email: s47F(1) @section6.com.au
Fax:
ABN: 33631727403

Date: 24.08.2026

AFP Contact Officer
s22(1)(a)(ii)
Australian Federal Police
s22(1)(a)(ii)
E-mail: s22(1)(a)(ii) afp.gov.au

DELIVER TO	INVOICE TO
Australian Federal Police ATTENTION: s22(1)(a)(ii) Edmund Barton Building CANBERRA ACT 2601 AUSTRALIA	AFP Accounts Client Services GPO Box 401 CANBERRA ACT 2601 s22(1)(a)(ii) @afp.gov.au AFP ABN: 17 864 931 143

SPECIAL INSTRUCTIONS
CONTRACT REF: CCS-SECT6-2425-002

ITEM	DESCRIPTION	QTY	UNIT	PRICE	GST	TOTAL
1	Infrastructure Automation & Integration	452,800.00	EA	1.00	45,280.00	498,080.00
					TOTAL GST:$	**45,280.00**
					TOTAL (INCLUDING GST):$	**498,080.00**

PURCHASE ORDER 30046968
Contract 5700024441

AFP

Date: 24.08.2026

SECTION6 GROUP PTY LIMITED
Level 1, 5 George St
NORTH STRATHFIELD NSW 2137
AUSTRALIA

Vendor: s47G(1)(a)
Email: s47F(1) @section6.com.au
Fax:
ABN: 33631727403

AFP Contact Officer
s22(1)(a)(ii)
Australian Federal Police
s22(1)(a)(ii)
E-mail: s22(1)(a)(ii) @afp.gov.au

GENERAL CONDITIONS OF CONTRACT

1. General

Subject to this clause 1, these General Conditions of Contract and the Commonwealth Purchase Order Terms available at http://www.finance.gov.au/sites/default/files/commonwealth-purchase-order-terms.pdf?v=1 including the documents set out in clause C.C.4 of the Commonwealth Purchase Order Terms (collectively, "this Contract") form the contract for the service provider's/supplier's ("Supplier") provision of goods and/or services to the AFP upon the AFP's written acceptance of a quotation from the Supplier. If there is ambiguity or inconsistency between these General Conditions of Contract and the Commonwealth Purchase Order Terms, these General Conditions of Contract will apply to the extent of the ambiguity or inconsistency.

Where the subject matter of this Contract is dealt with under the terms of a separately negotiated and executed written agreement between the AFP and the Supplier ("AFP Agreement"), the AFP Agreement will apply and the terms of this Contract will not apply. Where any terms and conditions appear in a Supplier's quotation (including terms incorporated by reference), unless otherwise expressly agreed in writing by the AFP, the terms and conditions in the quotation will have no force or effect, and will not bind the AFP.

2. Payments of Accounts

The AFP will pay Suppliers for goods and/or services in accordance with the Commonwealth Purchase Order Terms. Invoices for payment must be sent to one of the following addresses :

Email: Invoice attached to the email and sent to s22(1)(a)(ii) **@afp.gov.au** (preferred)
Mail: **Accounts and Client Services**
GPO Box 401 CANBERRA CITY ACT 2601

In addition to the requirements set out in the Commonwealth Purchase Order Terms, a Correctly Rendered Invoice must include the purchase order number identified in this Purchase Order, and provide all information (including ABN) that may be required to enable or assist the AFP to claim any credit, set-off rebate or refund in relation to any amount of GST paid or payable in respect of the services/supplies.

3. Performance of this Contract

The Supplier must deliver the goods and/or services to the AFP in accordance with the terms of this Contract.

4. Warranties

The Supplier warrants that any goods supplied under this Contract are new (unless otherwise expressly agreed in writing by the AFP), of merchantable quality, and fit for purpose, and that any services provided under this Contract are provided to the higher of the standards that would be expected of an experienced , professional supplier of similar services. The warranty period in respect of any goods and/or services provided under this Contract shall commence on the day of the AFP's acceptance. The warranty shall be valid for the AFP to make claims under it for 90 days from its commencement, or the period of the Supplier's standard warranty, whichever is greater.

5. Liability

Without limiting clause C.C.14 of the Commonwealth Purchase Order Terms, the Supplier indemnifies the AFP against any loss, damage or liability suffered by the AFP as a result of or in connection with any negligent, unlawful or willful act or omission of the Supplier or its officers, employees, agents or subcontractors. The supplier's liability to the AFP under this clause 5 will be reduced proportionately to the extent that any negligent act or omission of the AFP contributed to the relevant liability. For the avoidance of doubt, any provisions in a Supplier's quotation (including provisions incorporated by reference), including those dealing with indemnities, liability caps and exclusions, which alter the liability position stated in this clause 5 or the Commonwealth Purchase Order Terms have no force or effect.

6. Waiver

A waiver by the AFP or the Supplier must be in writing and signed by a duly authorised representative of the party. A single or partial exercise by a party of any of its rights under this Contract does not prevent the further exercise of any right. If a party does not exercise (or delays in exercising) any of its rights, that failure or delay does not operate as a waiver of those rights.

7. Relationship of the Parties

The Supplier must not use the AFP name or logo, suggest any endorsement of the AFP, or make any public announcement or media release about any aspect of this Contract, without the prior written consent of the AFP.

PURCHASE ORDER 30049291

Contract 5700024441

***** The purchase order was already output on 06.04.2026 *****

SECTION6 GROUP PTY LIMITED
Level 1, 5 George St
NORTH STRATHFIELD NSW 2137
AUSTRALIA

Vendor: s47G(1)(a)
Email: s47F(1) section6.com.au
Fax:
ABN: 33631727403

Date: 24.08.2026

AFP Contact Officer
s22(1)(a)(ii)
Australian Federal Police
s22(1)(a)(ii)
E-mail: s22(1)(a)(ii) @afp.gov.au

DELIVER TO	INVOICE TO
Australian Federal Police ATTENTION: s22(1)(a)(ii) Edmund Barton Building CANBERRA ACT 2601 AUSTRALIA	AFP Accounts Client Services GPO Box 401 CANBERRA ACT 2601 s22(1)(a)(ii) @afp.gov.au AFP ABN: 17 864 931 143

SPECIAL INSTRUCTIONS
CONTRACT REF: CCS-SECT6-2425-002 CP001

ITEM	DESCRIPTION	QTY	UNIT	PRICE	GST	TOTAL
1	Infrastructure Automation and Integratio	191,472.73	EA	1.00	19,147.27	210,620.00
					TOTAL GST:$	**19,147.27**
					TOTAL (INCLUDING GST):$	**210,620.00**

PURCHASE ORDER 30049291
Contract 5700024441

SECTION6 GROUP PTY LIMITED
Level 1, 5 George St
NORTH STRATHFIELD NSW 2137
AUSTRALIA

Vendor: s47G(1)(a)
Email: s47F(1) @section6.com.au
Fax:
ABN: 33631727403

Date: 24.08.2026

AFP Contact Officer
s22(1)(a)(ii)
Australian Federal Police
s22(1)(a)(ii)
E-mail: s22(1)(a)(ii) @afp.gov.au

GENERAL CONDITIONS OF CONTRACT

1. General

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Where the subject matter of this Contract is dealt with under the terms of a separately negotiated and executed written agreement between the AFP and the Supplier ("AFP Agreement"), the AFP Agreement will apply and the terms of this Contract will not apply. Where any terms and conditions appear in a Supplier's quotation (including terms incorporated by reference), unless otherwise expressly agreed in writing by the AFP, the terms and conditions in the quotation will have no force or effect, and will not bind the AFP.

2. Payments of Accounts

The AFP will pay Suppliers for goods and/or services in accordance with the Commonwealth Purchase Order Terms. Invoices for payment must be sent to one of the following addresses :

Email: Invoice attached to the email and sent to s22(1)(a)(ii) **@afp.gov.au** (preferred)
Mail: **Accounts and Client Services**
GPO Box 401 CANBERRA CITY ACT 2601

In addition to the requirements set out in the Commonwealth Purchase Order Terms, a Correctly Rendered Invoice must include the purchase order number identified in this Purchase Order, and provide all information (including ABN) that may be required to enable or assist the AFP to claim any credit, set-off rebate or refund in relation to any amount of GST paid or payable in respect of the services/supplies.

3. Performance of this Contract

The Supplier must deliver the goods and/or services to the AFP in accordance with the terms of this Contract.

4. Warranties

The Supplier warrants that any goods supplied under this Contract are new (unless otherwise expressly agreed in writing by the AFP), of merchantable quality, and fit for purpose, and that any services provided under this Contract are provided to the higher of the standards that would be expected of an experienced , professional supplier of similar services. The warranty period in respect of any goods and/or services provided under this Contract shall commence on the day of the AFP's acceptance. The warranty shall be valid for the AFP to make claims under it for 90 days from its commencement, or the period of the Supplier's standard warranty, whichever is greater.

5. Liability

Without limiting clause C.C.14 of the Commonwealth Purchase Order Terms, the Supplier indemnifies the AFP against any loss, damage or liability suffered by the AFP as a result of or in connection with any negligent, unlawful or willful act or omission of the Supplier or its officers, employees, agents or subcontractors. The supplier's liability to the AFP under this clause 5 will be reduced proportionately to the extent that any negligent act or omission of the AFP contributed to the relevant liability. For the avoidance of doubt, any provisions in a Supplier's quotation (including provisions incorporated by reference), including those dealing with indemnities, liability caps and exclusions, which alter the liability position stated in this clause 5 or the Commonwealth Purchase Order Terms have no force or effect.

6. Waiver

A waiver by the AFP or the Supplier must be in writing and signed by a duly authorised representative of the party. A single or partial exercise by a party of any of its rights under this Contract does not prevent the further exercise of any right. If a party does not exercise (or delays in exercising) any of its rights, that failure or delay does not operate as a waiver of those rights.

7. Relationship of the Parties

The Supplier must not use the AFP name or logo, suggest any endorsement of the AFP, or make any public announcement or media release about any aspect of this Contract, without the prior written consent of the AFP.

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PU ORDER 30045759

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***** Th r was already output on 21.08.2024 *****

SECT Y LIMITED
Leve
NOR D NSW 2137
AUST

Vend s47G(1)(a)
Emai s47F(1) com.au
Fax:
ABN:

s22(1)(a)(ii)
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Aust ATTE s22(1)(a)(ii) Edm CANBERRA AUSTRALIA	lient Services 2601 s22(1)(a)(ii) @afp.gov.au 4 931 143

SPECIAL IN
CONTRACT 425-001

ITEM	DESCRIPTION	QTY		CE	GST	TOTAL
1	Infrastructure Automation_Integration	154,000.00	EA	1.00	15,400.00	169,400.00
					TOTAL GST:$	**15,400.00**
					TOTAL (INCLUDING GST):$	**169,400.00**

ZBBP_PO / 20100924 / SRP 007 / CC: 1000 SC: 1000082907

PU ORDER 30045759
Cont

SECT Y LIMITED
Leve
NOR NSW 2137
AUST

Vend s47G(1)(a)
Emai s47F(1) @section6.com.au
Fax:
ABN:

s22(1)(a)(ii)

E-ma s22(1)(a)(ii)

GENERAL CONDITIONS OF CONTRACT

1. General

Subject to this clause 1, these General Conditions of Contract and the Commonwealth Purchase Order Terms available at http://www.finance.gov.au/sites/de ase-order-terms.pdf?v=1 including the documents set out in clause C.C.4 of the Commonwealth Purchase Order Terms (collectively, "this Contract") form the contract for the service provider's/supplier's ("Supplier") provision of goods and/or services to the AFP upon the AFP's written acceptance of a quotation from the Supplier. If there is ambiguity or inconsistency between these General Conditions of Contract and the Commonwealth Purchase Order Terms, these General Conditions of Contract will apply to the extent of the ambiguity or inconsistency.

Where the subject matter of this Contract is dealt with under the terms of a separately negotiated and executed written agreement between the AFP and the Supplier ("AFP Agreement"), the AFP Agreement will apply and the terms of this Contract will not apply. Where any terms and conditions appear in a Supplier's quotation (including terms incorporated by reference), unless otherwise expressly agreed in writing by the AFP, the terms and conditions in the quotation will have no force or effect, and w

2. Payments of Accounts

The AFP will pay Suppliers for goods and/or services in accordance with the Com e Order Terms. Invoices for payment must be sent to one of the following addresses :

Email: Invoice attached to the email and sent to s22(1)(a)(ii) **@afp.gov.au** (preferred)
Mail: **Accounts and Client Services**
GPO Box 401 CANBERRA CITY ACT 26

In addition to the requirements set out in the Commonwealth Purchase Order Te dered invoice must include the purchase order number identified in this Purchase Order, and provide all information (including ABN) that may be required to enable or assist the AFP to claim any credit, set-off rebate or refund in relation to any amount of GST paid or payable in respect of the services/supplies.

3. Performance of this Contract

The Supplier must deliver the goods and/or services to the AFP in accordance with the terms of this Contract.

4. Warranties

The Supplier warrants that any goods supplied under this Contract are new (unless otherwise expressly agreed in writing by the AFP), of merchantable quality, and fit for purpose, and that any services provided under this Contract are provided to the higher of the standards that would be expected of an experienced , professional supplier of similar services. The warranty period in respect of any goods and/or services provided under this Contract shall commence on the day of the AFP's acceptance. The warranty shall be valid for the AFP to make claims under it for 90 days from its commencement, or the period of the Supplier's standard warranty, whichever is greater.

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