

## Request for Proposal Terms

### 1 GENERAL

#### 1.1 Introduction

- 1.1.1 Defence requires a Proposal in response to the Request for Proposal (RFP) from the recipient (Respondent).
- 1.1.2 The Respondent may submit a Proposal which names the Respondent as the lead respondent and other entities as Project Partners. If it does so, the Respondent is required to ensure it has the authority to represent the Project Partners, and to provide the Declaration on behalf of each of the Project Partners.
- 1.1.3 Following the evaluation of a Proposal in accordance with the RFP, Defence may invite the Respondent to negotiate or execute an Innovation Contract.
- 1.1.4 In conducting this RFP, Defence is seeking an outcome that will:
- provide Defence with value formoney;
  - contribute to Defence's current and future capability requirements; and
  - benefit Defence, Australian industry and the Respondent.
- 1.1.5 The additional rules in Division 2 of the Commonwealth Procurement Rules (CPRs) do not apply to this RFP.

#### 1.2 Interpretation of Request for Proposal

- 1.2.1 The RFP comprises:
- the Cover Letter
  - the RFP Form, including:
    - these RFP Terms;
    - the RFP Question Form;
    - the RFP Glossary; and
    - the Declaration;
  - the draft Innovation Contract, which includes the Contract Framework, Contract Phase Statement, Standard Terms and Annexes;
  - the Budget Calculator; and
  - the Project Execution Plan template.
- 1.2.2 In this RFP, unless the contrary intention appears:
- words, abbreviations and acronyms have the meaning given to them in the RFP Glossary;
  - headings are for the purpose of convenient reference only and do not form part of the RFP;
  - in clauses 1.5, 1.6, 2.4 and 4.1, a reference to the Respondent includes any Project Partners;
  - the singular includes the plural and vice-versa;
  - a reference to one gender includes other genders;
  - a reference to a person includes a body politic, body corporate or a partnership;
  - a reference to an Act is a reference to an Act of the Commonwealth, State or Territory of Australia, as amended from time to time, and includes a reference to any subordinate legislation made under the Act;
  - a reference to a clause includes a reference to a subclause of that clause;
  - a reference to a 'dollar', '\$', '\$A' or 'AUD' means the Australian dollar unless otherwise stated;
  - a reference to a specification, publication, Commonwealth policy or other document is a reference to that specification, publication or document, in effect on the date of release of this

RFP or alternatively, a reference to a revised version of the document if agreed in writing between the parties;

- k. the word 'includes' in any form is not a word of limitation; and
- l. a reference to a party includes that party's administrators, successors, and permitted assigns, or its officers, employees, agents or advisers.

1.2.3 To the extent of any inconsistency, these RFP Terms take precedence over:

- a. information set out on relevant Commonwealth websites including business.gov.au, AusTender, or on Defence social media pages; and
- b. any other part of the RFP.

1.2.4 To the extent permitted by law, no binding contract (including a process contract) or other understanding (including any form of contractual, quasi-contractual, or restitutionary rights, or rights based upon similar legal or equitable grounds) will exist between the Commonwealth and the Respondent in relation to this RFP, including the Proposal, unless and until an Innovation Contract is signed by Defence and the Respondent.

1.2.5 If there is any inconsistency between any part of this RFP, a descending order of precedence is to be accorded to:

- a. these RFP Terms and the RFP Glossary;
- b. the Project Execution Plan template;
- c. the RFP Question Form; and
- d. the draft Innovation Contract,

so that the provision in the higher ranked document, to the extent of the inconsistency, prevails.

### **1.3 Amending, Suspending, Terminating or Deferring this Request for Proposal**

1.3.1 Without limiting its other rights under this RFP or at law or otherwise, Defence may amend, suspend, defer or terminate this RFP or the RFP process at any time by giving the Respondent written notice to this effect.

1.3.2 If Defence amends this RFP after the Respondent has submitted a Proposal, it may seek an amended Proposal.

### **1.4 Other Defence Rights**

1.4.1 Without limiting its other rights under this RFP or at law or otherwise, Defence may at any time during this RFP process, do all or any of the following:

- a. change its published innovation priorities or capability streams, and take the change into account in relation to the Proposal;
- b. terminate further participation in the RFP process by the Respondent for any reason, regardless of whether the Proposal submitted conforms with the requirements of this RFP;
- c. permit any person to participate as a Respondent or Project Partner in the Innovation Hub RFP process prior to the Proposal Closing Time;
- d. negotiate with the Respondent and/or its Project Partners;
- e. deal with other organisations (whether or not they have submitted an innovation proposal to Defence or been issued a RFP) in relation to proposed innovations that may have Defence applications.

1.4.2 Any time or date in this RFP is for the convenience of Defence. The establishment of a time or date in this RFP does not create an obligation on the part of Defence to take any action or exercise any right established in the RFP or otherwise.

1.4.3 The Respondent should not rely on any representation, letter, document or statement, either oral or in writing, or any other conduct as adding to or amending this RFP, other than amendments that are issued by Defence in accordance with clause 1.3 of these RFP Terms.

## 1.5 Australian Government Requirements

- 1.5.1 The Respondent should familiarise itself with the following Commonwealth policies:
- a. Defence and Industry policy as detailed in the *Defence and Industry Policy Statement* and Australian Industry Capability policy as detailed in the DPPM;
  - b. Conflicts of interest; Gifts, hospitality and sponsorship; Notification of post separation employment; Management and reporting of unacceptable behaviour; Incident reporting and management; and ethical relationship policies as detailed in the DPPM, DI(G) PERS 25-6, DI(G) PERS 25-7, DI(G) PERS 25-4, DI(G) PERS 35-3, Interim Defence Instruction ADMIN 45-2, and *Defence and the Private Sector – An Ethical Relationship*;
  - c. Work Health and Safety, Hazardous Substances, Defence Environmental, Ozone Depleting Substances and Synthetic Greenhouse Gases, Public Interest Disclosure and Workplace Gender Equality policies as detailed in the DPPM;
  - d. Company ScoreCard policy as detailed in the DPPM;
  - e. Indigenous Procurement Policy as detailed in the DPPM; and
  - f. The Black Economy Procurement Connected Policy (see clause 2.3).
- 1.5.2 The Respondent acknowledges that as a Commonwealth agency, Defence is subject to legislative and administrative accountability and transparency requirements of the Commonwealth, including disclosures to Ministers and other Government representatives, Parliament and its Committees and the publication of information in respect of the RFP process. Any Innovation Contract resulting from this RFP will also be subject to these requirements, including that contractual provisions (and related matters) may be disclosed to Ministers, other Government representatives, Parliament and its Committees.
- 1.5.3 The Respondent agrees that Defence may provide any information collected or provided during the course of this process to other Commonwealth agencies or regulatory bodies.
- 1.5.4 Defence will not enter into an Innovation Contract with the Respondent if the Respondent has a judicial decision against it (including overseas jurisdictions but excluding judgements under appeal or instances where the period for appeal or payment/settlement has not expired) relating to unpaid employee entitlements where the entitlements remain unpaid.

## 1.6 Defence Procurement Processes

- 1.6.1 The Respondent and its officers, employees, agents and advisers are to, at all times during the RFP process, comply with the 'Promoting confidence in Defence procurement processes' requirements contained in *Defence and the Private Sector – An Ethical Relationship*.

## 2 PROPOSAL PREPARATION

### 2.1 Respondent to Inform Itself

- 2.1.1 Defence makes no representations or warranties that the information in this RFP or any information communicated or provided to the Respondent during the RFP process is, or will be, accurate, current or complete.
- 2.1.2 The Respondent is responsible for:
- a. examining this RFP, any documents referenced in or attached to this RFP and any other information made available to the Respondent by Defence in connection with the RFP process;
  - b. obtaining and examining all further information which is obtainable by the making of reasonable inquiries relevant to the risks, contingencies, and other circumstances having an effect on the Proposal; and
  - c. satisfying itself as to the accuracy and completeness of the Proposal including the pricing.
- 2.1.3 When submitting the Proposal, the Respondent is required to provide a Declaration confirming that it accepts Defence's rights under these RFP Terms and that it accepts the Standard Terms of the Innovation Contract (without departure, qualification, amendment, limitation or exclusion). Respondents should therefore carefully consider these RFP Terms and the draft Innovation Contract included in the RFP.
- 2.1.4 By submitting a Proposal, the Respondent acknowledges that:
- a. Defence is not obliged to enter into an Innovation Contract with the Respondent;

- b. the Respondent participates in the process at its own cost and risk and has relied entirely upon its own inquiries and inspection in respect of the subject of the Proposal;
- c. the Respondent is aware of the Australian Consumer Law (Schedule 2 to the Competition and Consumer Act 2010) and Division 137 of the *Criminal Code* under which giving false or misleading information is a serious offence; and
- d. the Respondent is aware of the impact of the *Auditor-General Act 1997* on its participation in the RFP and any subsequent Innovation Contract.

## 2.2 Language and Measurement

- 2.2.1 The Proposal, including all attachments and supporting documentation, must be written in English and measurements must be expressed in Australian legal units of measurement.

## 2.3 Statement of Tax Record

- 2.3.1 In accordance with the Black Economy Procurement Connected Policy, and subject to clause 2.3.2, a Proposal is to include all of the Satisfactory and Valid STRs required from the Respondent under Item J of the RFP Question Form.
- 2.3.2 If the Proposal includes a STR receipt issued by the Australian Taxation Office confirming that the required STRs were requested prior to the Proposal Closing Time, then the Respondent is to provide all of the required Satisfactory and Valid STRs to the Contact Officer within 4 Working Days after the Proposal Closing Time.
- 2.3.3 The Respondent is to obtain and hold as at the Proposal Closing Time all of the Satisfactory and Valid STRs required under Item J of the RFP Question Form (or an STR receipt confirming that the STRs required under Item J of the RFP Question Form were requested prior to the Proposal Closing Time) of any entity that the Respondent proposes to engage as a direct Subcontractor, if the total value of all work under the Subcontract is expected to exceed \$4 million (inc GST).

## 2.4 Proposal Preparation

- 2.4.1 Unless otherwise agreed, the Respondent is required to provide the information requested in the RFP in the manner described in clause 3.1 of these RFP Terms.

## 2.5 Responsibility for Proposal Costs

- 2.5.1 The Respondent's participation in the RFP process, or in relation to any matter concerning the RFP, is at the Respondent's sole risk, cost and expense. Defence will not be responsible for or liable to the Respondent or any other person for any costs or expenses incurred in relation to, or incidental to, the Respondent's participation in the RFP process (including, without limitation, instances where the Respondent relies on advice from Defence or any other Commonwealth entity, including the Centre for Defence Industry Capability, in relation to the Proposal or where Defence exercises any rights under this RFP or at law).

## 2.6 Enquiries about this RFP

- 2.6.1 Any enquiries or questions about this RFP should be submitted to the email address, and in accordance with any instructions, included in the Cover Letter.

## 2.7 Preparation and Transmission of Classified Proposals

- 2.7.1 Classified information in a Proposal is to be avoided where possible. If this cannot be achieved, a Proposal containing classified information is to be prepared and transmitted as follows:
  - a. for an Australian Proposal, in accordance with Principle 71 of the Defence Security Principles Framework (DSPF), as amended from time to time; and
  - b. for an overseas Proposal, in accordance with the applicable industry security information system regulations issued by the appropriate government security authority in your country. If transmission involves transmission by diplomatic bag, the overseas Respondent is to use the diplomatic bag of its own government.
- 2.7.2 If only part of a Proposal contains classified information, that part may be segregated from the remainder of the Proposal for separate transmission. However, both parts of the Proposal are subject to the Proposal Closing Time (see clause 3.1.2 of these RFP Terms). Care should therefore be taken to ensure that sufficient time is allowed for the Proposal to be received by the Proposal Closing Time when secure means of transmission are used.

### 3 PROPOSAL LODGEMENT

#### 3.1 Lodgement of Proposals

- 3.1.1 The Respondent should submit its entire Proposal (including all documents listed in clause 3.1.3 of these RFP Terms) in accordance with the Cover Letter quoting the Proposal Reference Number.
- 3.1.2 To ensure it is promptly considered, the Proposal should be lodged before the time and date indicated in the Cover Letter (the 'Proposal Closing Time'), or as otherwise agreed.
- 3.1.3 The Proposal is to include a:
- completed Declaration
  - completed RFP Question Form, including any required Statement of Tax Record (see clause 2.3 of these RFP Terms and Item J of the RFP Question Form)
  - draft Project Execution Plan
  - completed Contract Framework
  - completed Contract Phase Statement
  - completed IP Schedule
  - completed TD Schedule, and
  - completed Budget Calculator.
- 3.1.4 A Proposal or any part of a Proposal that is not submitted in accordance with the Cover Letter by the Proposal Closing Time may not be considered by Defence.

#### 3.2 Period of Proposal

- 3.2.1 Defence requires that Proposals submitted in response to this RFP remain valid for a period of not less than 6 months after the Proposal Closing Time.
- 3.2.2 Defence may request an extension of the period identified in clause 3.2.1 of these RFP Terms.

### 4 MATTERS CONCERNING PROPOSAL RESPONSE

#### 4.1 Confidential Information

- 4.1.1 The Respondent is to:
- treat the RFP and any information provided to it by or on behalf of Defence in connection with the RFP process as confidential; and
  - not disclose or use that information except as strictly required for the purpose of developing a Proposal in accordance with the RFP.
- 4.1.2 In accordance with paragraph 7.21 of the Commonwealth Procurement Rules (CPRs), Defence will treat the Proposal as confidential.
- 4.1.3 Despite clause 4.1.2 of these RFP Terms, Defence may use and disclose the information in the Proposal in accordance with clause 4.7 of these RFP Terms.

#### 4.2 Collusive Bidding

- 4.2.1 The Respondent, its Project Partners and Related Bodies Corporate, and their officers, employees, agents and advisers are not to engage in any collusive bidding, anti-competitive conduct, or any other similar conduct in relation to:
- the preparation or lodgement of the Proposal; and
  - the evaluation and clarification of the Proposal,
- in respect of this RFP or RFP process or any other procurement process being conducted by Defence in respect of its defence capability requirements, including other procurement processes for Defence Innovation Contracts.
- 4.2.2 For the purposes of clause 4.2.1 of these RFP Terms, collusive bidding, anti-competitive conduct, or any other similar conduct may include the disclosure, exchange and clarification of information (in any form) whether or not such information is confidential to the Commonwealth or any other person or entity.

### 4.3 Unlawful Inducements

- 4.3.1 The Respondent, its Project Partners and Related Bodies Corporate, and their officers, employees, agents and advisers are to, at all times during the RFP process, comply with any applicable laws (including foreign anti-corruption legislation) or Commonwealth policies regarding the offering of unlawful inducements in connection with the preparation of their Proposal.

### 4.4 Improper Assistance

- 4.4.1 A Proposal that, in the opinion of Defence, has been compiled:
- a. with the improper assistance of current or former Defence Personnel or Defence Service Providers;
  - b. with the utilisation of information unlawfully obtained from the Commonwealth;
  - c. in breach of an obligation of confidentiality to the Commonwealth; or
  - d. contrary to these RFP Terms,
- may be excluded from further consideration.

### 4.5 Use of Former Defence Personnel or Defence Service Providers in Proposal Preparation and Process

- 4.5.1 Without limiting the operation of clause 4.4 of these RFP Terms, a Respondent or its Project Partners are not to, without prior written approval from Defence, permit any Defence Personnel or Defence Service Provider to contribute to, or participate in, any process or activity relating to the preparation of the Respondent's Proposal or the RFP process, if:
- a. the person was involved at any time in the planning of the procurement to which this RFP relates, the preparation of this RFP, or the management of the RFP process; or
  - b. the person was at any time during the 12 months immediately preceding the date of issue of this RFP involved in a Defence procurement process or activity relevant or related to this RFP.

### 4.6 Conflict of Interest

- 4.6.1 The Respondent, its Project Partners and Related Bodies Corporate are not to, and are to ensure that their officers, employees, agents and advisers do not, place themselves in a position that may or does give rise to an actual, potential or perceived conflict of interest between the interests of Defence and the Respondent's interests during the RFP process.
- 4.6.2 If during the RFP process a conflict of interest arises, or appears likely to arise, the Respondent is to notify Defence immediately in writing and take such steps as Defence may require to resolve or otherwise deal with the conflict.

### 4.7 Use of Proposal Documents

- 4.7.1 The Proposal submitted in response to this RFP, and any further information the Respondent gives Defence about the Proposal (together, the Proposal Documents) become the property of Defence. This does not affect the ownership of the intellectual property in the information contained in the Proposal Documents.
- 4.7.2 Defence may use, retain and copy the information contained in the Proposal Documents for the purposes of:
- a. evaluation of the Proposal, including to determine whether to invite the Respondent to negotiate or execute an Innovation Contract for funding and development of the proposed innovation in the Proposal;
  - b. preparation of an Innovation Contract;
  - c. negotiation of an Innovation Contract;
  - d. verifying the currency, consistency and adequacy of information provided under any other procurement process conducted by Defence; and
  - e. internal management, including to:
    - i. evaluate and review its processes, in order to make improvements in relation to future processes; and
    - ii. ensure and promote compliance with Defence security policy, export controls and relevant protective security requirements; or

- f. inviting Respondents to participate in industry engagement activities.
- 4.7.3 Defence may disclose or provide access to information included in the Proposal Documents to:
- authorised personnel within the Department of Industry, Science, Energy and Resources, to allow the Centre for Defence Industry Capability (including its contractors and advisers) to perform its functions, including to provide the Respondent with updates on the progress of their Proposal, for internal management and reporting purposes and to provide advice to Defence;
  - other government agencies, including state and territory government agencies, to consult with them about the claims made in the Proposal; and
  - take appropriate action if any statement made in the Proposal is incorrect, incomplete, false or misleading, including using the information contained in the Proposal for a fraud investigation that would be consistent with the Australian Government Investigations Standards and Commonwealth Fraud Control Guidelines.
- 4.7.4 Defence will not use or disclose information in the Proposal Documents other than as set out in this clause 4.7 of these RFP Terms unless:
- the Respondent agrees to the use or disclosure of the information;
  - the information is in the public domain otherwise than due to a breach of confidentiality;
  - to comply with legal obligations or statutory or portfolio duties, or for public accountability reasons (see clause 1.5 of these RFP Terms);
  - the information is used or disclosed for the purposes of Defence ensuring and promoting compliance with Defence security policy, export controls and relevant protective security requirements; or
  - to defend any claim made in relation to the RFP process or a procurement by Defence (whether or not of the innovation proposed in the Proposal).

## 5 PROPOSAL EVALUATION

### 5.1 Evaluation Criteria

- 5.1.1 The Proposal submitted in response to this RFP will be evaluated on the basis of the likelihood to result in value for money consistent with Commonwealth procurement policies, utilising the Proposal evaluation criteria outlined below. The value for money assessment will include the consideration of any risks to the Commonwealth. The cost of the Proposal is not the only consideration. The Proposal will not necessarily be selected to proceed to an Innovation Contract.
- 5.1.2 The Proposal submitted in response to this RFP will be assessed against the following evaluation criteria, not in any order of importance:
- Suitability** - *The extent to which the proposed innovation could further the effectiveness of a Defence capability, enterprise or technology challenge*  
Defence will consider the following elements in making an assessment against this criterion:
    - the extent to which the Respondent's Proposal clearly articulates and explains the proposed innovation; and
    - the extent to which the proposed innovation is unique, and would provide a new or enhanced capability, or improves Defence's effectiveness and efficiency through innovation.
  - Feasibility** - *The extent to which the proposed innovation will be able to be developed and adopted with relevant defence systems, from a technology perspective*  
Defence will consider the following elements in making an assessment against this criterion:
    - the current technology readiness level of the proposed innovation, and the relevance and credibility of any claims made by the Respondent relating to the feasibility of the proposed innovation;
    - the level of effort that is required to implement the proposed innovation into the relevant Defence system or platform; and
    - the extent to which the proposed innovation can be applied to a platform or system that is readily available for modification.

- c. Timeliness** - *The anticipated timeframe that the proposed innovation would require to realise a positive impact on Defence capability*

Defence will consider, in making an assessment against this criterion, the extent to which the proposed timeline and duration of the proposed innovation aligns with timelines for any Defence capability requirements or related activities undertaken by Defence.

- d. Contribution to Australia's Defence industry capability** - *The extent to which the proposed innovation will improve or contribute to Australia's Defence Industry capability and capacity*

- e. Cost** – *The cost of the proposed innovation, including contract price, Defence items and any other costs to Defence*

- f. Organisational Capability and Capacity** – *The extent to which the Respondent is capable of, and has the capacity to, successfully progress the proposed innovation now and into the future*

Defence will consider the following elements in making an assessment against this criterion:

- (i) the extent of the project management capability of the Respondent, and appropriateness of any proposed or existing governance arrangements;
- (ii) financial and corporate viability and commitment of the Respondent; and
- (iii) previous performance of the Respondent and their key personnel in delivering similar projects or services.

## 5.2 Balance of Investment

5.2.1 After the Proposal is assessed against the criteria, Defence will consider the Proposal and any other Proposals it has received to ensure that it maintains a balanced portfolio of investments.

5.2.2 Defence's objective is to ensure a portfolio of investments is maintained that achieves an appropriate balance across capability streams, technology sectors, and across the innovation lifecycle.

5.2.3 Defence will seek to ensure the Proposals that are selected for an Innovation Contract will meet the current balanced portfolio objectives. This assessment may be dependent on the existing composition of Defence investments.

5.2.4 Balance of investment considerations may include:

- a. **Alignment to Defence priorities** - priority may be given to Proposals that align with Defence's innovation investment priorities for the relevant financial year, but there is no guarantee that all Proposals aligned to the highest priority, or any identified priority, will be progressed.
- b. **Diversity** – Defence's objective is to ensure a portfolio of investments is maintained that achieves a balance across capability streams and technology sectors.
- c. **Innovation lifecycle** - Defence's objective is to ensure a portfolio of investments that is spread across the innovation lifecycle and which is likely to meet current and future Defence requirements. A mix of Proposals at different technology readiness levels is desirable.
- d. **Financial considerations** – a Proposal may not progress if Defence does not have the budget to support it.

## 5.3 Strategic Considerations

5.3.1 Following the evaluation of the Proposal and the consideration of the balance of investment considerations, the recommendations for the selection of successful Proposals will be reviewed by a steering committee who will take into account strategic and other matters that are considered relevant to the investment in innovation. The views of the steering committee or other advisers will be taken into account by the delegate when making their decision in relation to a Proposal.

5.3.2 Defence is not obliged to disclose to the Respondent any of the strategic level or other considerations that may be or are taken into account by the steering committee in forming its views, or by the delegate in making their decision in relation to a Proposal.

## 5.4 Putting a Proposal on Hold

5.4.1 Where, due to balance of investment or strategic considerations, Defence has assessed that a Proposal is suitable to progress to contract, but Defence cannot currently offer an Innovation Contract to the Respondent, Defence may put the Proposal on hold.

5.4.2 If a Proposal is put on hold in accordance with this clause, Defence will advise the Respondent accordingly, and will contact the Respondent to discuss how the Proposal may be progressed.



## 5.5 Advice on outcome of RFP

- 5.5.1 The Respondent will be notified whether its Proposal has been successful or unsuccessful.
- 5.5.2 If a Proposal is successful, the Respondent will be invited to negotiate or execute an Innovation Contract.

## 6 DEFENCE'S RIGHTS DURING EVALUATION

### 6.1 Proposal Evaluation

- 6.6.1 During the evaluation process, Defence may:
  - a. seek clarification in accordance with clause 6.3 of these RFP Terms;
  - b. consider or decide not to consider additional information related to any evaluation criteria (including information obtained from sources other than the Respondent, and information obtained from the Respondent during any other procurement process conducted by Defence); or
  - c. use material submitted in response to one evaluation criterion in the evaluation of other criteria.

### 6.2 Exclusion from further consideration

- 6.2.1 At any time during the evaluation process, in addition to the other rights in this RFP, Defence may exclude a Proposal from further consideration if:
  - a. the Proposal does not include a valid Australian Business Number (ABN) or New Zealand Business Number (NZBN) that relates to the entity lodging the Proposal;
  - b. the Proposal does not meet the requirements of clause 2.3 of these RFP Terms;
  - c. Defence considers that the Proposal contains insufficient information to enable Defence to undertake a detailed evaluation of the Proposal;
  - d. the Proposal does not include a completed Declaration or the Declaration provided with the Proposal has been amended;
  - e. Defence considers that the Respondent, its Project Partners or their Related Bodies Corporate, or their officers, employees, agents and advisers have engaged in any collusive bidding, anti-competitive conduct, or any other similar conduct with any person in relation to the preparation or lodgement of the Proposal whether in respect of this RFP or RFP process or any other procurement process being conducted by Defence in respect of its defence capability requirements, including other procurement processes for Defence Innovation Contracts;
  - f. Defence considers that the Respondent, its Project Partners or their Related Bodies Corporate, or their officers, employees, agents and advisers have failed to comply with clauses 4.3, 4.5 or 4.6 of these RFP Terms, or clause 4.4 of these RFP Terms applies;
  - g. the Proposal includes information that cannot be read or decrypted, or Defence believes the Proposal may contain a virus, malicious code or anything else which may compromise the integrity or security of its ICT environment;
  - h. Defence considers that the Respondent does not comply with the Commonwealth's security requirements set out in clause 2.7 of these RFP Terms;
  - i. the assessment of the Proposal against any one or more assessment criteria suggests that there is no reasonable prospect of the proposed innovation being progressed by Defence;
  - j. Defence considers that the Respondent has not accepted the Innovation Contract Standard Terms (without departure, qualification, amendment, limitation or exclusion);
  - k. Defence considers that there is a more appropriate program or source of funding for the proposed innovation;
  - l. the proposed innovation is covered by existing procurement activities Defence is undertaking;
  - m. the proposed innovation has been developed under a contract with Defence (unless the contract specifically allows this); or
  - n. the Respondent is found to have made a false, misleading or deceptive claim or statement.

### **6.3 Clarification**

- 6.3.1 Defence may, at any time during the RFP process, seek clarification from and enter into discussions with the Respondent in relation to its Proposal.
- 6.3.2 Defence may request the Respondent to provide a presentation on its Proposal, or request, attend or conduct any site inspections, or observations of product, plant, equipment or other demonstrations, trials or tests of the Respondent or its Project Partners to verify or clarify attributes of the Proposal. Defence may use information obtained during such activities in interpreting the Proposal and in evaluating the cost and risk to Defence of accepting the Proposal. Defence is not under any obligation to request presentations or conduct visits or other activities in relation to a Proposal, or to take information obtained during such activities into account.

## **7 OTHER MATTERS**

### **7.1 Withdrawing a Proposal**

- 7.1.1 The Respondent may withdraw its Proposal at any time by submitting an email in accordance with clause 2.6 of these RFP Terms.
- 7.1.2 If the Respondent withdraws its Proposal before Defence has evaluated it, or during its evaluation, Defence will not evaluate it, or continue evaluating it.
- 7.1.3 If the Respondent withdraws a Proposal that has been put on hold, Defence will not progress that Proposal further.

### **7.2 Debriefing**

- 7.2.1 Other than where a Proposal is withdrawn in accordance with clause 7.1 of these RFP Terms, the Respondent may request an oral or written debriefing from Defence in relation to its Proposal (whether successful or unsuccessful). Respondents can request a debriefing by submitting an email in accordance with clause 2.5 of these RFP Terms.
- 7.2.2 The Respondent will be debriefed against the evaluation criteria contained in clause 5.1.2 of these RFP Terms.

### **7.3 Complaints**

- 7.3.1 If the Respondent wishes to lodge a formal complaint regarding this RFP process, the complaint is to be directed in writing to: [procurement.complaints@defence.gov.au](mailto:procurement.complaints@defence.gov.au). On the request of Defence, Respondents are to cooperate with Defence in the resolution of any complaint regarding the RFP process.