Business Case

Workplace relations policy updates

Date: 26/03/2025

SRC number[1]: SRC005491

Section A: Procurement roles

A.1: Role	Name and Branch/State
Owner	s 22 [redacted] ERG
Contract Sponsor	s 22 [redacted] People Branch
Contract Manager	s 22 [redacted] People Branch
Financial Delegate	Rachael Spalding, Enabling and Regulation Group

Section B: Procurement information

B.1: Requirement(s)

The AEC is seeking services from a suitably experienced provider to support the Agency in implementing a range legislatively required workplace relations policy updates. The scope of work includes:

1. Updating the Work Health and Safety Policy (last updated 2018) to support employee understanding of work health and safety duties and ensure compliance with the obligations set out in the *Work Health and Safety Act 2011*, *Work Health and Safety Regulations 2011*, and relevant codes of practice.
2. Updating existing identified work health and safety policy supporting artefacts to ensure alignment with the changes made to the work health and safety policy.
    a. Fatigue prevention and management policy
    b. Work Health Safety Due Diligence Manual (includes the Framework)
    c. Work, Health, Safety and Wellbeing Statement of Commitment
3. Updating the Respect at Work Policy (last updated 2020) to ensure compliance with the overarching legislative obligations in relation to workplace sexual harassment and gender-based discrimination set

[1] AEC's Financial Management Information System (FMIS), TechnologyOne sourcing module (My Procurement), **must** be used to record all procurements and arrangements over $10,000 including GST. Procurements and arrangements below $10,000 including GST that cannot be paid by corporate credit card **must** also be entered in My Procurement. See TechOne user guide for further information.

out in the *Work Health and Safety Act 2011*, the *Sex Discrimination Act 1984*, and the *Fair Work Act 2009*.

4. Updating existing respect at work policy supporting artefacts to ensure alignment with the changes made to the respect at work policy:
   a. Attachment A – Allegation Notification Process
   b. Attachment B – Allegation Notification Form
   c. Attachment C – Bullying, Discrimination and Harassment
   d. Attachment D – Workplace Contact Officers Role and Guidance
   e. Attachment E – Respectful Communication – Self Assessment Tool
   f. Attachment F – How you can contribute to a respectful workplace
   g. Attachment G – Frequently Asked Questions
5. Develop Right to Disconnect communications to AEC employees:
   a. Update the existing FAQ document to capture the interconnection with the APSC guidance
   b. Develop a supporting managers checklist as a tool to support conversations with staff regarding expectations about out of hours contact that suit the workplace and the employee.
6. With consideration to where we are in the electoral cycle, draft tailored communication material to the cohorts listed below to advise of the policy updates, including any mandatory 'call to action' steps specific to each cohort:
   a. Senior Executive Service Band 1 and Band 2 (managers of largely national office employees)
   b. Australian Electoral Officers (managers of largely operational employees APS 1 – EL2)
   c. Executive Level 2 (the link between national office policies and electoral operations)
   d. All staff/officers (APS 1 to SES Band 3)

Note: The AEC expects there will a maximum of one day (7.5 hours) of interviews as part of this procurement to meet with the policy owners, in addition to the deliverables above.

Have options been considered to include any possible future variation(s) as part of this parcel of work? E.g. related additional services, extension to arrangement term?

☒ Yes – Options have been considered and will be included in the ATM documentation

B.2: Estimated arrangement term

Initial term	Extension options
Proposed start date: Monday 14 April 2025 Proposed end date: Friday 30 May 2025	Nil

B.3: Proposed procurement method

Have you checked whether there are any mandatory panels to meet your requirement?

☒ Yes – There is a mandatory panel, but an alternate panel arrangement / procurement approach will be undertaken due to urgency and risk. See more detail below.

☒ Limited tender – under $80,000

We are seeking to engage a preferred provider via a **limited tender approach, under exemption 17 of Appendix A of the CPRs (SME)**.

B.4: Estimated procurement value and funding	
Estimated value of the procurement (including options, extensions, fees) (GST inclusive)	$79,200
Estimated value of the initial arrangement term (GST inclusive)	$79,200
Have any panel administration fees been included in the total estimated value of the procurement? ☒ No – Not using a Coordinated Procurement Arrangement / There are no panel administration fees.	
Is funding available to support this procurement activity? ☒ Yes	
Will expenditure for the arrangement occur in future financial years? ☒ No	

B.5: Additional procurement method information	
Is this procurement for a consultancy? Please refer to the Identifying consultancies process chart if you are unsure if your procurement is a consultancy.	☒ No
Is this procurement for a digital product or service?	☒ No
How many suppliers are being invited to respond to your ATM?	1
Where less than three suppliers are being invited to respond, you **must** provide a justification noting the onus to maximise competition as referred in the CPRs.	Implementation for this scope of work is required prior to the delivery of the Australian federal election and will address significant policy non-compliance in the most immediate sense with obligations set out in relevant APS employment legislative frameworks. The supplier being approached is significantly experienced in workplace relations legislation, is well informed about the AEC's electoral operations environment, and is available to conduct the work promptly to ensure legislative compliance. Workplace relations legislation has undergone change in the last 12 months; therefore, the market

	of suitably experienced suppliers is assessed to be shallow and therefore unlikely to have the capacity and capability at this time. This procurement addresses elements discovered in the first procurement. If we had known what we would discover in that initial procurement, the initial scope would have been broader in its requirements. We seek to quickly position the agency with respect to important compliance requirements because: • it is an essential obligation to our staff which we must meet, full stop, and • with the election imminent we must meet this essential obligation in the most effective way possible noting the obvious constraints Given the circumstances above an important element in determining how we approach meeting the requirement we have is to identify a provider that is immediately available with the capability and capacity to very quickly support our requirement. The circumstances constrain our options for approaching the market more broadly for this activity. It is anticipated that there will be further efforts beyond meeting the essential requirements that will remain in our program of work to be picked up after the election. We may complete the further program of work using AEC resources, and there may be elements which we seek to procure expertise to support. If we are undertaking further procurements for this program of work beyond the election, then we will most certainly be testing the market appropriately.
Where one supplier is being approached, has the AEC previously held a contract with the supplier for similar work in the last six months?	☒ Yes Term: February 2025 to 30 June 2025
List the name of suppliers invited to respond to your ATM	Rise Coaching Canberra Pty Ltd

Limited Tender	
Is this limited tender procurement the second stage in a multi-tier procurement?	☒ No
Have you sought advice from Strategic Sourcing?	☒ Yes Advice provided on exercising the CPR exemption s 22 and s 22

B.6: Market research

Workplace relations legislation has undergone change in the last 12 months; therefore the market of suitably experienced suppliers is assessed to be shallow and therefore unlikely to have the capacity and capability at this time to undertake the work within the required timeframes.

B.7: Key Procurement dates

Milestone	Estimated date
Procurement commenced in TechOne	21/03/2025
Business Case complete and procurement discussed with Financial Delegate	27/03/2025
Associated procurement documentation commenced	28/03/2025
Probity adviser review of Evaluation Plan	Not required. Management of perceived conflicts of interest are captured below.
Legal adviser review of draft arrangement	Not required.
Stage 1 – Procurement Plan is completed with Business Case and associated procurement documents and submitted for review in TechOne.	28/03/2025
Business case and associated procurement documents reviewed by Strategic Sourcing through TechOne.	31/03/2025 and 1/04/2025 (short turnaround time due to urgency with legislative compliance risk)
Business Case and associated procurement documents reviewed and approved by the Financial Delegate through TechOne.	02/04/2025 to 03/04/2025 (short turnaround time due to urgency with legislative compliance risk)
ATM released	4/04/2025
Industry Briefing	Not applicable
ATM closing date	7/04/2025
Evaluation period	8/04/2025

Allowance for any negotiations (if required)	9/04/2025
Stage 2 – Spending Proposal is completed with Evaluation Report/Summary and associated procurement documents and submitted for review in TechOne	9/04/2025
Evaluation Report/Summary and associated procurement documents reviewed by Strategic Sourcing through TechOne.	10/04/2025 (short turnaround time due to urgency with legislative compliance risk)
Evaluation Report/Summary and associated procurement documents reviewed by Management Accounting (your Finance Business Partner) through TechOne.	10/04/2025 (short turnaround time due to urgency with legislative compliance risk)
Evaluation Report/Summary and associated procurement documents approved by the Financial Delegate and/or Contingent Liability Delegate (s60 Delegate) through TechOne.	11/04/2025
Arrangement signed	11/04/2025
Signed arrangement entered into TechOne (Stage 3 – Complete Contract Attachment)	11/04/2025
Arrangement commencement date	14/04/2025

B.8: Indigenous Procurement Policy (IPP)

Have you searched the Supply Nation Register or the Register of Indigenous Corporations for a suitable supplier?

☒ Yes – There were no suitable Indigenous suppliers identified.

Two providers were identified in a Supply Nation search for 'Workplace Relations Policy'. The first, **Arrilla Indigenous Consulting** specialise in supplying high quality, high impact training services for workplaces across Australia, providing teams with the knowledge, skills and confidence to employ, retain, partner, procure from and work with Aboriginal and Torres Strait Islander peoples. The second, s 47F **trading as TC LAW & CONSULTING** does not have an operational website for review.

AEC Australian Electoral Commission

Search Indigenous Business Direct

Supply Nation provides Australia's leading database of verified Indigenous businesses: search by business name, ABN, product, service, area, or category.

Workplace relations policy | Enter suburb, state or postcode | Filter | Search

Displaying 1 - 2 out of 2 results for "Workplace relations policy"

Range: 100 kms

Certified



Barangaroo, NSW

Arrilla Indigenous Consulting

Trading as: Arrilla Indigenous Consulting Pty Ltd

Registered



MELBOURNE, VIC

Tekan Cochrane trading as TC LAW & CONSULTING

B.9: Privacy considerations

It is unlikely that this procurement will handle personal information. If this is required, guidance will be sought from the Privacy Officer and if required, appropriate controls will be put in place before access is provided.

B.10: Protective Security Policy Framework (PSPF)

As part of this procurement, existing agency policy documents will be provided to the supplier via a Offfical Sensitive closed GovTeams community so we have version control and restricted access. The supplier is in agreement with the sensitivity principles outlined in the commonwealth contracting suite. All material hosted on the GovTeams site is unclassified (low risk).

B.11: Risk

Have you completed a Procurement and Contract Management Risk Assessment?

☒ No – I have completed a Risk Summary below. My procurement is valued under $80,000 (GST inclusive) and risk is low.

Overall risk rating

☒ Low

RISK SUMMARY

Our procurement is estimated to be valued less than $80,000 (GST inclusive), is low risk and there are no extension options to increase the arrangement value above $80,000 (GST inclusive), therefore we have completed the risk summary below.

The AEC's tolerance to 'workplace health and safety' risks and 'compliance, governance and integrity' risks is LOW. This procurement will proactively reduce the AEC's level of organisational risk by ensuring that the specified Workplace Relations policies are legislatively compliant.

There is a risk that this is procurement doesn't go ahead promptly. Strategic Sourcing will be asked to prioritise this procurement given the current compliance status.

B.12: Probity

Conflicts of interest will be managed as required under the AEC's Conflict of Interest Policy. s 47F s 47F s 47F s 47F s 47F s 47F s 47F s 47F By way of managing this perceived conflict, s 47F will not participate in the evaluation process. Rather, the evaluation will be performed by s 22 and s 22 and considered by the delegate, Rachael Spalding.

As the AEC has previously held a contract with the supplier, s 22 and s 22 who were involved in the previous evaluation will declare a perceived conflict of interest. Further, the evaluation will be discussed with the delegate to ensure no perceived or actual bias.

B.13: Evaluation plan and value for money assessment

Have you completed an Evaluation Plan?

☒ No – my procurement is valued under $80,000 (GST inclusive) and risk is low therefore I have completed an Evaluation Plan Summary below.

EVALUATION PLAN SUMMARY

The evaluation team will consist of an experienced Director and a People Branch subject matter expert.

Evaluation criteria will include demonstrated ability to;

1. Can the supplier deliver within the required timeframes?
2. Does the supplier have the relevant technical expertise and ability to remediate the policies identified to ensure legislative compliance?
3. Does the supplier have the ability to make pragmatic communications recommendations to the AEC cognisant of the operating environment and audience?

Evaluation Team membership

Member: s 22

Member: s 22

Given the potential perceived conflict of interest, the evaluation will be discussed with the delegate to

ensure no perceived or actual bias.

VALUE FOR MONEY

As the risk has been assessed as low and is under $80,000, it is proposed the Delegate agree to a summary of the Value for Money justification at the time of approving the Spending Proposal. Rise Coaching Canberra are best placed to undertake this work for the AEC and assess remediate existing identified policies to reduce the AEC's exposure to risk and ensure legislative compliance. We recognise this procurement is a second limited tender to the same provider, and that this is unusual, however, while this work is happening concurrently with the initial contract, this is well outside the scope of the initial RFQ, and is action is urgently required to remediate findings and manage agency risk. This procurement is a separate parcel of work and has no bearing or influence on the completion of the initial procurement with the supplier. Further, given the stage of the electoral cycle, it is critical this work is completed in a timely manner as it relates to workplace health and safety of our staff, as well as potential reputation impacts, both of which the agency has a low risk tolerance level as outlined in the agency risk appetite statement.

Where the procurement is over $1,000,000, have you included evaluation criteria to assess how the procurement will benefit the Australian economy? For further information see Economic benefit policy.

A failure to consider the benefit to the Australian economy is non-compliant with the CPRs and may form an adverse finding in the event of an audit.

☒ No

If 'No' has been selected, please provide reason why.

Procurement is under $80k. This question is not applicable in this under $80k template.

Have you included reference to the supplier's capacity to meet the Commonwealth Supplier Code of Conduct in the evaluation criteria and included a specific clause in your ATM documents?

A failure to consider the Commonwealth Supplier Code of Conduct is non-compliant with the CPRs and may form an adverse finding in the event of an audit.

☒ Yes

Section C: Associated procurement planning documentation

C.1: Associated procurement documentation

Have you completed the following associated documents? Please tick relevant documents.

☒ ATM documents including Statement of Requirement (ATM refers to Request for Quote, Request for Information, Request for Tender)

☐ Risk Assessment (as per above in business case)

☐ Evaluation Plan/Summary and/or Probity Plan (as per above in business case)

☒ Draft contract/ work order

Where the above documents have not been provided, please state reasons why: N/A

Section D: Next steps

D.1: Next steps

1. Discuss this procurement with the relevant AEC Financial Delegate.
2. Save a completed version of this Business Case along with associated Stage 1 documents in relevant Objective Procurement file.
3. Complete and submit Stage 1 in My Procurement.
4. Once approval has been sought from the relevant Financial Delegate through TechnologyOne you are permitted to release your ATM.
5. Commence preparation on Evaluation documents.

For further reference please see resources:

Procurement QRG $10-80k

Procurement QRG $80k and over

Procurement procedures and templates

Statement of Requirements

Workplace relations policy updates (SRC005491)

Statement of Requirements

The AEC is seeking services from a suitably experienced provider to support the Agency in implementing a range legislatively required workplace relations policy updates. The scope of work includes:

1. Updating the **Work Health and Safety Policy** (last updated 2018) to support employee understanding of work health and safety duties and ensure compliance with the obligations set out in the *Work Health and Safety Act 2011*, *Work Health and Safety Regulations 2011*, and relevant codes of practice.
    a. Updating existing identified work health and safety policy supporting artefacts to ensure alignment with the changes made to the work health and safety policy.
2. Updating the **Respect at Work Policy** (last updated 2020) to ensure compliance with the overarching legislative obligations in relation to workplace sexual harassment and gender-based discrimination set out in the *Work Health and Safety Act 2011*, the *Sex Discrimination Act 1984*, and the *Fair Work Act 2009.*
    a. Updating existing respect at work policy supporting artefacts to ensure alignment with the changes made to the respect at work policy.
        i. It is recognised that due to the outdated nature of these, they may not return as full documents in the same format in which they are provided.
3. Develop **Right to Disconnect** communications to AEC employees.
4. With consideration to where we are in the electoral cycle, draft **tailored communication material** to specific cohorts to advise of the policy updates, including any mandatory ‘call to action’ steps specific to each cohort.
5. The AEC expects there will a maximum of ten stakeholder interviews up to a maximum of 7.5 hours to meet with the policy owners or required stakeholders, in addition to the deliverables outlined.
6. The AEC expects weekly virtual check ins of no more than 30 minutes each to be included.

Term

1. Proposed start date: Monday 14 April 2025
2. Proposed end date: Friday 30 May 2025
3. No available extension options

Timelines

Activity	Date
Approach to market open	12pm Wednesday 2 April
Questions close	2pm AEDT Friday 4 April
Approach to market close	11pm AEST Sunday 6 April
Negotiations	Wednesday 9 April
Supplier signature	Friday 11 April
Agency signature	Friday 11 April
Commencement	Monday 14 April
Deliverables due	11pm AEST Sunday 27 April

Required deliverables

1	Updated Work Health and Safety Policy
2	Updated Fatigue Prevention and Management Policy
3	Updated Work Health Safety Due Diligence Manual (includes the Framework)
4	Updated Work, Health, Safety and Wellbeing Statement of Commitment^
5	Updated Respect at Work Policy
6	Updated Respect at Work Policy Attachment A – Allegation Notification Process*
7	Updated Respect at Work Policy Attachment B - Allegation Notification Form*
8	Updated Respect at Work Policy Attachment C – Bullying, Discrimination and Harassment*
9	Updated Respect at Work Policy Attachment D – Workplace Contact Officers Role and Guidance*
10	Updated Respect at Work Policy Attachment E – Respectful Communication – Self Assessment Tool*
11	Updated Respect at Work Policy Attachment F – How you can contribute to a respectful workplace*
12	Updated Respect at Work Policy Attachment G – Frequently Asked Questions*
13	Updated Right to Disconnect FAQs
14	New Right to Disconnect supporting managers checklist
15	Tailored draft communication for Senior Executive Service Band 1 and Band 2
16	Tailored draft communication for Australian Electoral Officers
17	Tailored draft communication for Executive Level 2s
18	Tailored draft communication for All staff/officers

* It is recognised that due to the outdated nature of these, they may not return as full documents in the same format in which they are provided.

^ Will require a meeting to discuss content with an appropriate representative before drafting.

Contact

1. s 22 (s 22 aec.gov.au) and s 22 (s 22 aec.gov.au).

#	Title
1	Work Health and Safety Policy
2	Fatigue Prevention and Management Policy
3	Work Health and Safety (WHS) Due Diligence Manual (includes the Framework)
4	Work Health and Safety Statement of Commitment
5	Respect at Work Policy
6	Updated Respect at Work Policy Attachment A – Allegation Notification Process
7	Updated Respect at Work Policy Attachment B – Allegation Notification Form
8	Updated Respect at Work Policy Attachment C – Bullying, Discrimination and Harassment
9	Updated Respect at Work Policy Attachment D – Workplace Contact Officers Role and Guidance
10	Updated Respect at Work Policy Attachment E – Respectful Communication – Self Assessment Tool
11	Updated Respect at Work Policy Attachment F – How you can contribute to a respectful workplace
12	Updated Respect at Work Policy Attachment G – Frequently Asked Questions
13	Right to disconnect FAQs
14	Right to Disconnect supporting managers checklist (new)
15	Tailored draft communication for Senior Executive Service Band 1 and Band 2 (new)
16	Tailored draft communication for Australian Electoral Officers (new)
17	Tailored draft communication for Executive Level 2s (new)
18	Tailored draft communication for All staff/officers (new)

Checklist for Financial Delegates

Purpose: This document will support the delegate's decision making through the collation of relevant information aligned to the requirements from the Procurement & Contract Management Procedures, *Public Governance, Performance and Accountability Act 2013* (PGPA Act), Commonwealth Procurement Rules (CPRs) and related policies. **Appendix A** includes the *Legislative Requirements Quick Reference Guide*.

Title and SRC number	**Workplace relations legislative compliance SRC005491**	**Yes / No / NA**
		Check
The information you need to make an informed decision to commit funds or enter into a contract should be set out in a documented value for money assessment (lower value/risk procurement) or a tender evaluation report (higher value/risk). **The AEC Procurement and Contract Management Procedures provides a table showing the documentation requirements for each type of procurement.**		
Checklist Items – Financial Delegate Approval to commit relevant money		
Stage 1 - Approach to Market		
1.	The Procurement Plan (as documented in the Business Case form): • clearly identifies what is being procured, total cost, number of suppliers approached and length of contract including any proposed options; and • considers existing panel arrangements, including mandatory panels and an appropriate number of suppliers were approached to demonstrate a genuine approach to the market given the scale, scope and value of the procurement.	☒Yes ☐No
2.	Requirements for any additional or ad hoc services related to the main scope of work have been considered and included in the procurement documentation and draft contract/ work order as options.	☒Yes ☐No
3.	A risk assessment has been undertaken and documented. Risks and treatments have been identified and are appropriate given the scope and scale of the procurement process; appropriate clauses have been included in the draft contract or work order.	☒Yes ☐No
4.	Supply Nation has been considered for a suitable supplier or an Indigenous SME (if required) as part of the Indigenous Procurement Policy (**mandatory consideration for procurements between $80,000 - $200,000 GST inclusive**). Where no Indigenous SME was suitable, records have been retained on file for audit purposes.	☒Yes ☐No ☒ N/A
5.	The correct procurement documentation has been used: (Note: Commonwealth Contracting Suite (CCS) is mandatory for procurements under $200k where a Panel is not used).	☒Yes ☐No ☐ N/A

Classification: OFFICIAL

Title and SRC number	Workplace relations legislative compliance SRC005491	Yes / No / NA
		Check
The information you need to make an informed decision to commit funds or enter into a contract should be set out in a documented value for money assessment (lower value/risk procurement) or a tender evaluation report (higher value/risk). **The AEC Procurement and Contract Management Procedures provides a table showing the documentation requirements for each type of procurement.**		
6.	There is sufficient budget available to commit funds for the initial term of this procurement (including funds beyond the current financial year if applicable)	☒Yes **(mandatory)**
7.	I have the correct financial delegation to approve the requested funds for the estimated whole of life contract term including options.	☒Yes **(mandatory)**
8.	Procurements valued at or above $80,000 and subject to Division 1 and 2 of the CPR's are subject to, and must comply with, the requirements under the Government Procurement Judicial Review Act. 2018 In reviewing this procurement I confirm that AEC staff have: • ☑ Consulted with Strategic Sourcing in accordance with the AEC AAIs and procurement and contract management procedures, AND • ☑ Appropriately considered mandatory arrangements **(including mandatory panels)** for use by Non-Corporate Commonwealth Entities (NCEs), **OR** • Used an open tender procurement method to approach the market, **OR** • Used an existing panel established via an open tender, **OR** • Applied a condition for limited tender found at paragraph 10.3 of the CPRs, **OR** • ☑ Applied an exemption to Division 2 found at Appendix A of the CPRs. **I am satisfied the appropriate approach has been adequately reflected in the business case and risk assessment.**	☒Yes **(mandatory)**
9.	The procurement documentation is compliant with PGPA, CPR's and AAI's and I have sought Strategic Sourcing advice where I am unsure. The procurement will be carried out in compliance with procurement connected policies detailed in the AEC Procurement Procedures.	☒Yes **(mandatory)**
Stage 2 & 3 – PGPA S23(3) Approval and contract execution		
10.	Probity assessment and advice, including Confidentiality Deeds and Conflicts of Interest declarations, have been considered, managed and documented.	☒Yes ☐No ☐ N/A
11.	PGPA Act Section 60 (indemnities/contingent liabilities) approval (if required) Approval under PGPA Act Section 60 (indemnities/contingent liabilities) has been documented and obtained.	☐Yes ☐No ☒ N/A
12.	ICT Security Team or Cyber Team consultation (if required). If this procurement will result in an ICT solution, outsourced service offering, or AEC data/information being	☐Yes ☐No

Title and SRC number	Workplace relations legislative compliance SRC005491	Yes / No / NA
		Check
The information you need to make an informed decision to commit funds or enter into a contract should be set out in a documented value for money assessment (lower value/risk procurement) or a tender evaluation report (higher value/risk). **The AEC Procurement and Contract Management Procedures provides a table showing the documentation requirements for each type of procurement.**		
	sent and stored outside of the AEC network then a cyber assessment should be attached to ensure compliance with the Protective Security Policy Framework.	☒ N/A
13.	Legal advice provided (contingent liabilities, terms and conditions, more complex contract review) or in relation to any privacy related issues (refer to AEC Privacy Plan).	☐Yes ☐No ☒ N/A
14.	Evaluation of submissions received was carried out by s 22 and s 22 in accordance with the RFQ issued and the Tender Evaluation Plan (mandatory for procurement over $80,000 (GST inclusive) or labour hire over $1,000,000 (GST inclusive)).	☒Yes ☐No ☐ N/A
15.	Value for money (VFM) assessment is appropriately documented in the Evaluation Report (or Evaluation Summary for low-risk procurements under $80 000 where no options have been included that may later increase the contract value), including negotiations with supplier and / or the rate agreed represents VFM. The procurement of goods and services demonstrates value for money to the AEC given the updated risk assessment.	☒Yes **(mandatory)**
16.	All documents have been saved as per the guidance in the AEC Procurement Document Management matrix.	☒Yes ☐No ☐ N/A
17.	A contract management plan has been prepared and provided for approval (for procurement over $80,000 (GST inclusive).	☐Yes ☐No ☒ N/A
18.	The procurement is compliant with PGPA, CPR's and AAI's and I have sought Strategic Sourcing advice where I am unsure. I am satisfied that the procurement is value for money and a contract can now be executed with the supplier.	☒ Yes **(mandatory)**

Other Considerations		
19.	Contract end dates do not fall ten business days before or after Christmas shut down or 30 June.	☒Yes ☐No ☐ N/A
20.	Sufficient time has been allowed between the final milestone deliverable and the contract end date where an option to extend the initial contract term has been provided for in the contract (recommended 4 weeks).	☐Yes ☐No ☒ N/A

21.	All relevant procurement documentation has been stored (refer to the AEC Procurement Records Management Matrix).	☒Yes ☐ No ☐ N/A

Document Checklist** – Delegate Approval

Procurement Approach/Value		Documents Required	Check
Any Approach **Under $10 000** *(Templates available on the AEC Procurement Intranet Page)*	1.	Business case or email approval	☒Yes ☐No
	2.	Supplier Terms and Conditions and legal advice re: contingent liabilities, risk assessment and s60 delegate approval email	☐Yes ☐No ☒ N/A
Limited Tender / Existing Arrangements (Open Tender via a Panel) **Between $10 000 to $80 000**	1.	Business Case	☒Yes **(mandatory)**
	2.	Request for Quote (RFQ) - Commonwealth Contracting Suite (Limited Tender) / Existing Arrangement templates (i.e. panel RFQ)	☒Yes ☐No ☐ N/A
	3.	Risk Assessment	☒Yes ☐No
	4.	Draft Work Order, Commonwealth Contracting Suite (Limited Tender) / Existing Arrangement templates (i.e. panel RFQ)	☒Yes ☐No
	5.	Evaluation Plan or Evaluation Summary, (Note: Evaluation Summary may only be used for procurements under $80 000 where a risk assessment is attached which has an overall risk rating of "low risk")	☒Yes ☐No
	6.	Contract Management Plan (if required)	☐Yes ☐No ☒ N/A
	7.	Supplier Terms and Conditions and legal advice re: contingent liabilities, risk assessment and s60 delegate approval email	☐Yes ☐No ☒ N/A
Existing Arrangements (Open Tender via a Panel) Between $80 000 to $200 000	1.	Business Case	☐Yes ☐No
	2.	Request for Quote (RFQ)- usually Panel specific template	☐Yes ☐No
	3.	Draft Work Order - usually Panel specific template	☐Yes ☐No
	4.	Evaluation Plan	☐Yes ☐No

Procurement Approach/Value		Documents Required	Check
	5.	Risk Assessment	☐Yes ☐No
	6.	Final Draft Work Order	☐Yes ☐No
	7.	Contract Management Plan	☐Yes ☐No
	8.	Supplier Terms and Conditions and legal advice re: contingent liabilities, risk assessment and s60 delegate approval email	☐Yes ☐No ☐ N/A
Existing Arrangements (Open Tender via a Panel) Over $200 000	1.	Approval to Approach the Market - Business Case	☐Yes ☐No
	2.	Request for Quote (RFQ) - usually Panel specific template	☐Yes ☐No
	3.	Draft Work Order - usually Panel specific template	☐Yes ☐No
	3.	Evaluation Plan	☐Yes ☐No
	4.	Evaluation Report	☐Yes ☐No
	5.	Any Probity Adviser advice (probity briefing and review of Evaluation Report)	☐Yes ☐No ☐ N/A
	6.	Final Draft Work Order	☐Yes ☐No
	7.	Risk Assessment	☐Yes ☐No
	8.	Contract Management Plan	☐Yes ☐No
	9.	Supplier Terms and Conditions and legal advice re: contingent liabilities, risk assessment and s60 delegate approval email	☐Yes ☐No ☐ N/A
Open Tender (non Panel) Over $80 000	1.	Business Case	☐Yes (mandatory)
	2.	Approach to Market (ATM) (using CCS template if under 200k)	☐Yes ☐No
	3.	Evaluation Plan	☐Yes ☐No
	4.	Evaluation Report	☐Yes ☐No
	5.	Any Probity Adviser (probity briefing and review of Evaluation Report)	☐Yes ☐No ☐ N/A
	6.	Risk Assessment	☐Yes ☐No
	7.	Draft Contract (using the CCS if under $200k)	☐Yes ☐No ☐ N/A
	8.	Contract Management Plan	☐Yes

Procurement Approach/Value		Documents Required	Check
			☐No ☐ N/A
	9.	Supplier Terms and Conditions and legal advice re: contingent liabilities, risk assessment and s60 delegate approval email	☐Yes ☐No ☐ N/A
Limited Tender Over $80 000	1.	Business Case	☐Yes ☐No
	2.	RFT - CCS or AEC Templates	☐Yes ☐No
	3.	Draft Contract - CCS or AEC Templates	☐Yes ☐No
	4.	Evaluation Plan	☐Yes ☐No
	5.	Evaluation Report	☐Yes ☐No
	6.	Any Probity Adviser (probity briefing and review of Evaluation Report)	☐Yes ☐No ☐ N/A
	7.	Final Draft Contract	☐Yes ☐No
	8.	Risk Assessment	☐Yes ☐No
	9.	Contract Management Plan	☐Yes ☐No
	10.	Supplier Terms and Conditions and legal advice re: contingent liabilities, risk assessment and s60 delegate approval email	☐Yes ☐No ☐ N/A

**Instructions on document management protocols can be found in the *AEC Procurement Records Management Matrix*.

Appendix A

Legislative Requirements Quick Reference

PGPA s23(3) power to commit public money

In exercising this power, the AEC Financial Delegates must:

(a) take all reasonable steps (including by seeking advice from specialists) to ensure that they are sufficiently and appropriately informed on the matters that must be considered when exercising their delegation

(b) be satisfied that sufficient funds are available within the relevant budget to support all proposed payments under the Agreement, costings are sound accurate

(c) be satisfied that the commitment of relevant money would be a proper use and management of public resources (ie. efficient, effective, economical and ethical)

(d) be satisfied that the benefits of entering into the arrangement outweigh the risk of locking away future budget flexibility if a commitment of relevant money spans multiple financial years)

(e) perform functions and discharge duties with the degree of care and diligence that a reasonable person would exercise

(f) perform functions and discharge duties honestly, in good faith and for a proper purpose

(g) not improperly use their position

(h) not gain, or seek to gain, a benefit or an advantage for themselves or any other person

(i) not cause, or seek to cause, detriment to the entity, the Commonwealth or any other person

(j) disclose details of any material personal interest that relates to the commitment of relevant money

(k) make reasonable inquiries to ensure this procurement activity meets all required procurement obligations

(l) consider a supplier's political activity (if any) to determine if there are any risks to the AEC's actual or perceived political neutrality associated with the supplier's political activities, and if so, whether those risks can be mitigated

(m) record the approval in writing as soon as practicable after giving it.

Further guidance for AEC Financial Delegates approving commitments of relevant money is available in RMG-400.

Classification: OFFICIAL

PGPA s23(1) power to enter into and vary arrangements

AEC Financial Delegates must not exercise his or her delegation to enter into an arrangement unless:

(a) the arrangement has been approved by the AEC Financial Delegate under Section 23(3) of the PGPA Act; and

(b) the value of the arrangement does not exceed the amount approved.

PGPA s60 power to grant an indemnity, guarantee or warranty

In exercising their powers to grant a contingent liability, AEC Financial Delegates must first seek legal advice from Legal Services. Further guidance on this issue is provided in RMG-414.

The Government Procurement (Judicial Review) Act 2018 (the Act)

The Act establishes an independent complaint mechanism for government procurement processes which applies to contraventions of the relevant CPRs relating to covered procurements, by relevant Commonwealth entities. The Act applies to contraventions, or proposed contraventions, which occurred after the commencement of the Act. Under the Act, suppliers can make a written complaint to the accountable authority of the relevant Commonwealth entity about contraventions that affect the supplier's interests.

From: s 22
To: Sally So; s 22
Cc: s 47E(d) s 22 Vidya Vasudevan
Subject: SPECIAL REQUEST: Prioritised review of SRC005491
Date: Wednesday, 26 March 2025 7:57:00 PM
Importance: High

Dear Sally and s 22

Firstly, please accept my apologies for coming to you both directly with this request. I do so as there is a level of urgency required for a procurement (SRC005491) to remediate identified workplace relations legislative non-compliance promptly/before the Federal Electoral to reduce agency risk. My ask is: Can your team please prioritise review of SRC005491 asap and provide extra support in navigating this procurement through? While I recognise it is not best practice, I plan to concurrently seek delegate review of the Business Case and Draft Contract to speed up the process as much as possible.

If you require more information in relation to the urgency, please reach out anytime.

Thank you for your consideration of this matter.

Kind regards,
s 22

(she/her)
Director | Strategic Priorities
Enabling and Regulation Group
m: s 22 | p: s 22

From: s 22
To: s 47E(d) Sally So; s 22
Cc: s 22 Vidya Vasudevan
Subject: RE: SPECIAL REQUEST: Prioritised review of SRC005491 [SEC=OFFICIAL:Sensitive]
Date: Thursday, 27 March 2025 10:09:00 AM

Thank you very much, s 22

s 22 **(she/her)**
Director | Strategic Priorities
Enabling and Regulation Group
m: s 22

From: Strategic Sourcing <s 47E(d) aec.gov.au>
Sent: Thursday, 27 March 2025 9:20 AM
To: s 22 <s 22 aec.gov.au>; Sally So <s 47F aec.gov.au>; s 22 <s 22 aec.gov.au>
Cc: Strategic Sourcing <s 47E(d) aec.gov.au>; s 22 <s 22 aec.gov.au>; Vidya Vasudevan <s 47F aec.gov.au>
Subject: RE: SPECIAL REQUEST: Prioritised review of SRC005491 [SEC=OFFICIAL:Sensitive]

Thanks s 22

We'll take a look this morning and let you know if there are any issues.

s 22

From: s 22 <s 22 aec.gov.au>
Sent: Wednesday, 26 March 2025 7:58 PM
To: Sally So <s 47F aec.gov.au>; s 22 <s 22 aec.gov.au>
Cc: Strategic Sourcing <s 47E(d) aec.gov.au>; s 22 <s 22 aec.gov.au>; Vidya Vasudevan <s 47F aec.gov.au>
Subject: SPECIAL REQUEST: Prioritised review of SRC005491 [SEC=OFFICIAL:Sensitive]
Importance: High

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Kind regards,

s 22

[redacted] **(she/her)**
Director | Strategic Priorities
Enabling and Regulation Group
m: s 22

From: s 22
To: s 22
Subject: FW: FOR CONSIDERATION | SRC005491 Workplace Relations Policy Updates
Date: Thursday, 27 March 2025 10:37:00 AM
Importance: High

For vis/review/discussion please.

s 22 **(she/her)**
Director | Strategic Priorities
Enabling and Regulation Group
m: s 22 | p: s 22

From: s 22
Sent: Wednesday, 26 March 2025 8:28 PM
To: Rachael Spalding <s 47F gov.au>
Cc: s 22 <s 22 aec.gov.au>; s 22 <s 22 aec.gov.au>; s 22 <s 22 aec.gov.au>
Subject: FOR CONSIDERATION | SRC005491 Workplace Relations Policy Updates
Importance: High

Dear Rachael

I understand Vid has briefed you on this matter, but I am happy to discuss in more detail if necessary. In the interests of time, I am sending this through for your consideration via email while I wait for Strategic Sourcing review of the **workplace relations policy updates** procurement. I have reached out to Sally and s 22 kindly asking for their prioritised review of this procurement given the risks. The only potential issue we may need to further justify is the rationale behind awarding a second procurement via limited tender to the same vendor. I have attempted to cover this off accordingly in the business case and would value any further insights from you/Sally's team given our circumstances. To give you an idea of timings please see below. These dates will allow us to communicate the policy changes to the agency from 28 April which would be one week out from polling day if the earliest possible polling day of 3 May is realised. May it be recognised that these timeframes and way in which we are approaching this are not ideal, nor preferred, but given the legislative compliance element, it is the best available option for our circumstances.

Business case and contract drafted	Wednesday 26 March
Strategic Sourcing Stage 1 review	By COB Friday 28 March
Updates made	Monday 31 March
Strategic Sourcing Stage 2 review	By COB Tuesday 1 April
Formal delegate approval	Finalised COB Thursday 3 April
ATM issued/open	Friday 4 April
ATM close	Monday 7 April
Negotiations	Wednesday 9 April
Supplier signature	Friday 11 April
Agency signature	Friday 11 April
Commencement	Monday 14 April
Deliverables due	11pm AEST Sunday 27 April

We are at Stage 1 of this procurement, and the highlighted documents below are available for your consideration.

- Stage 1 – Strategic Sourcing > Delegate
- Stage 2 – Strategic Sourcing > Finance > Delegate

To support the approval process, please see a snapshot of key information regarding this contract.

Reason for delegate approving:
☒ Delegate threshold (value) – FAC approval is required due to the perceived conflict of interest, and the risk that this procurement if it doesn't go ahead promptly, could mean the AEC is not compliant with a range of workplace relations legislative obligations
☐ Future year commitment (crossover to new financial year)

Stage:
☒ Stage 1 – Approval to Approach the Market – 1. Business case details - Objective and 2. Draft contract
☐ Stage 2 – Approval to Commit Relevant Funds

Who has endorsed this to date:
☒ Director: s 22 at the request of the Chief People Officer Vidya Vasudevan

I confirm:
☒ that funds are available for this contract under the **5100** cost centre and have discussed the status of the budget with the finance team prior to submitting this for approval.

Kind regards,
s 22

[redacted] **(she/her)**
Director | Strategic Priorities
Enabling and Regulation Group
m: s 22 | p: s 22

From: s 22
To: s 22
Subject: Statement of requirements - Workplace relations policy updates (A5726369).docx
Date: Thursday, 27 March 2025 11:45:00 AM
Attachments: 1. Business case - Workplace relations policy updates (A5726369).docx

From: s 22
To: Rachael Spalding
Cc: s 22 s 22 s 22
Subject: RE: FOR CONSIDERATION | SRC005491 Workplace Relations Policy Updates [SEC=OFFICIAL]
Date: Thursday, 27 March 2025 3:22:00 PM

Hi Rachael

Thanks very much for the super quick turnaround time on this – very much appreciated. (And thank you for your kind words).

Since my last, I confirm Strategic Sourcing have reviewed and identified no issues.

I will now update the business case with the below points (tomorrow morning) and then give you the green light to approve formally in TechOne.

Kind regards,
s 22

(she/her)
Director | Strategic Priorities
Enabling and Regulation Group
m: s 22 | p: s 22

From: Rachael Spalding <s 47F gov.au>
Sent: Thursday, 27 March 2025 6:43 AM
To: s 22 <s 22 aec.gov.au>
Cc: s 22 <s 22 aec.gov.au>; s 22 <s 22 aec.gov.au>; s 22 <s 22 aec.gov.au>
Subject: RE: FOR CONSIDERATION | SRC005491 Workplace Relations Policy Updates [SEC=OFFICIAL]

Hello s 22

Many thanks for the continued above and beyond efforts to help ERG be in position to support the AEC deliver the election. I hope that doesn't sound trite. I really value your energy, expertise and enthusiasm.

And I appreciate the importance of ensuring that we are undertaking our procurements in accordance with the CPRs and government and community expectations more broadly. When I consider why it is that we (I) would consider a second limited tender, the situation that comes to mind for me is:

- the same considerations (including shallow market capacity) that informed the initial limited tender largely remain in play
- we entered the first activity in discovery mode and if we had known what we would discover (which we didn't) the first procurement may have been broader in its requirements
- we seek to quickly position the agency with respect to important compliance requirements because:
    - it is an essential obligation to our staff which we must meet, full stop
    - and with the election imminent we must meet this essential obligation in the most effective way possible noting the obvious constraints

- Given the circumstances above an important element in determining how we approach meeting the requirement we have is to identify a provider that is immediately available with the capability and capacity to very quickly support our requirement. The circumstances constrain our options for approaching the activity.

Looking beyond this immediate piece of work, I anticipate that there will be further efforts beyond meeting the essential requirements that will remain in our program of work to be picked up after the election. We may complete the further program of work using AEC resources, and there may be elements which we seek to procure expertise to support. If we are undertaking further procurements for this program of work beyond the election, then we will most certainly be testing the market appropriately.

Thanks very much.

Rachael.

From: s 22 <s 22 aec.gov.au>
Sent: Wednesday, March 26, 2025 8:28 PM
To: Rachael Spalding <s 47F gov.au>
Cc: s 22 <s 22 aec.gov.au>; s 22 <s 22 aec.gov.au>; s 22 <s 22 aec.gov.au>
Subject: FOR CONSIDERATION | SRC005491 Workplace Relations Policy Updates [SEC=OFFICIAL]
Importance: High

Dear Rachael

I understand Vid has briefed you on this matter, but I am happy to discuss in more detail if necessary. In the interests of time, I am sending this through for your consideration via email while I wait for Strategic Sourcing review of the **workplace relations policy updates** procurement. I have reached out to Sally and s 22 kindly asking for their prioritised review of this procurement given the risks. The only potential issue we may need to further justify is the rationale behind awarding a second procurement via limited tender to the same vendor. I have attempted to cover this off accordingly in the business case and would value any further insights from you/Sally's team given our circumstances. To give you an idea of timings please see below. These dates will allow us to communicate the policy changes to the agency from 28 April which would be one week out from polling day if the earliest possible polling day of 3 May is realised. May it be recognised that these timeframes and way in which we are approaching this are not ideal, nor preferred, but given the legislative compliance element, it is the best available option for our circumstances.

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Updates made	Monday 31 March
Strategic Sourcing Stage 2 review	By COB Tuesday 1 April
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ATM issued/open	Friday 4 April
ATM close	Monday 7 April
Negotiations	Wednesday 9 April
Supplier signature	Friday 11 April
Agency signature	Friday 11 April

Commencement	Monday 14 April
Deliverables due	11pm AEST Sunday 27 April

We are at Stage 1 of this procurement, and the highlighted documents below are available for your consideration.

- Stage 1 – Strategic Sourcing > Delegate
- Stage 2 – Strategic Sourcing > Finance > Delegate

To support the approval process, please see a snapshot of key information regarding this contract.

Reason for delegate approving:
☒ Delegate threshold (value) – FAC approval is required due to the perceived conflict of interest, and the risk that this procurement if it doesn't go ahead promptly, could mean the AEC is not compliant with a range of workplace relations legislative obligations
☐ Future year commitment (crossover to new financial year)

Stage:
☒ Stage 1 – Approval to Approach the Market – 1. Business case details - Objective and 2. Draft contract
☐ Stage 2 – Approval to Commit Relevant Funds

Who has endorsed this to date:
☒ Director: s 22 at the request of the Chief People Officer Vidya Vasudevan

I confirm:
☒ that funds are available for this contract under the **5100** cost centre and have discussed the status of the budget with the finance team prior to submitting this for approval.

Kind regards,
s 22

[redacted] **(she/her)**
Director | Strategic Priorities
Enabling and Regulation Group
m: s 22 | p: s 22

From: s 22
To: s 22
Subject: FW: FOR CONSIDERATION | SRC005491 Workplace Relations Policy Updates [SEC=OFFICIAL]
Date: Monday, 31 March 2025 3:28:00 PM
Attachments: Indigo - Procurement process and timeframes (LH) - Sept 2024.pdf

---

Hi s 22

Can we please discuss you converting the below into the attached.

s 22 **(she/her)**
Director | Strategic Priorities
Enabling and Regulation Group
m: s 22 | p: s 22

From: s 22
Sent: Monday, 31 March 2025 3:25 PM
To: Rachael Spalding <s 47F gov.au>
Cc: s 22 <s 22 aec.gov.au>; s 22 <s 22 aec.gov.au>; s 22 <s 22 aec.gov.au>
Subject: RE: FOR CONSIDERATION | SRC005491 Workplace Relations Policy Updates [SEC=OFFICIAL]

Hi Rachael,

Thanks very much.

I have included new text as highlighted in *yellow italics* below.

To allow for meetings with key stakeholders, I have now included an addition to the business case, draft contract and statement of requirements as follows:

> *The AEC expects there will a maximum of one day (7.5 hours) of stakeholder interviews as part of this procurement to meet with the policy owners or required stakeholders, in addition to the deliverables outlined.*

I understand due to a TechOne glitch, you may have inadvertently approved the TechOne workflow prior to these updates. As such, I have 're-started State 1 procurement plan' which triggers a reversal, creates an 'unusual event' and goes back to Strategic Sourcing for their review. I've spoken to s 22 from Strategic Sourcing who has now reviewed this iteration and he has kindly now pushed back to you for your formal approval in TechOne.

For completeness (and for future me when process mapping this), an updated schedule for this procurement is below, and @s 22 for planning purposes, please see Rachael inputs highlighted in aqua:

#	Requirement	Date (outside standard dates for this)	Responsibility
1	Business case (inc. eval plan and risk assessment), RFQ	Wednesday 26 March	Business area

	documentation (draft contract and statement of requirement)		
2	Stage 1 review A	Thursday 27 March	Strategic Sourcing
3	Stage 1 review B	Friday 28 March	Delegate
4	Updates made	Monday 31 March	Business area
5	Stage 1 TechOne approval	Monday 31 March	Delegate
6	ATM issued/open	Tuesday 1 April	Business area
7	ATM close	Friday 4 April	Business area
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9	Update TechOne with contract value	Monday 7 April	Business area
10	FAD search completed	Monday 7 April (completed 31 March)	Business area and DPRR
11	Stage 2 review	Tuesday 8 April	Strategic Sourcing
12	Stage 2 TechOne approval (Rule 18)	Wednesday 9 April	Delegate
13	Supplier signature	Thursday 10 April	Business area and Supplier
14	Agency signature	Thursday 10 April	Delegate
15	Finalise contract (Complete Stage 3 in TechOne)	Friday 11 April	Business area
16	AusTender	TBC	Strategic Sourcing
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Kind regards,
s 22

[redacted] **(she/her)**
Director | Strategic Priorities
Enabling and Regulation Group
m: s 22 | p: s 22

From: Rachael Spalding <s 47F gov.au>
Sent: Thursday, 27 March 2025 6:43 AM
To: s 22 <s 22 aec.gov.au>
Cc: s 22 <s 22 aec.gov.au>; s 22 <s 22 aec.gov.au>; s 22 <s 22 aec.gov.au>
Subject: RE: FOR CONSIDERATION | SRC005491 Workplace Relations Policy Updates [SEC=OFFICIAL]

Hello s 22

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And I appreciate the importance of ensuring that we are undertaking our procurements

in accordance with the CPRs and government and community expectations more broadly. When I consider why it is that we (I) would consider a second limited tender, the situation that comes to mind for me is:

- the same considerations (including shallow market capacity) that informed the initial limited tender largely remain in play
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- we entered the first activity in discovery mode and if we had known what we would discover (which we didn't) the first procurement may have been broader in its requirements
    - *This procurement addresses elements discovered in the first procurement. If we had known what we would discover in that initial procurement, the initial scope would have been broader in its requirements.*
- *we seek to quickly position the agency with respect to important compliance requirements because:*
    - *it is an essential obligation to our staff which we must meet, full stop*
    - *and with the election imminent we must meet this essential obligation in the most effective way possible noting the obvious constraints*
- *Given the circumstances above an important element in determining how we approach meeting the requirement we have is to identify a provider that is immediately available with the capability and capacity to very quickly support our requirement. The circumstances constrain our options for approaching the [market more broadly for this] activity.*

Looking beyond this immediate piece of work, I anticipate that there will be further efforts beyond meeting the essential requirements that will remain in our program of work to be picked up after the election. We may complete the further program of work using AEC resources, and there may be elements which we seek to procure expertise to support. If we are undertaking further procurements for this program of work beyond the election, then we will most certainly be testing the market appropriately.

Thanks very much.

Rachael.

From: s 22 <s 22 aec.gov.au>
Sent: Wednesday, March 26, 2025 8:28 PM
To: Rachael Spalding <s 47F gov.au>
Cc: s 22 <s 22 aec.gov.au>; s 22 <s 22 aec.gov.au>; s 22 <s 22 aec.gov.au>
Subject: FOR CONSIDERATION | SRC005491 Workplace Relations Policy Updates [SEC=OFFICIAL]
Importance: High

Dear Rachael

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Updates made	Monday 31 March

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Stage:
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☐ Stage 2 – Approval to Commit Relevant Funds

Who has endorsed this to date:
☒ Director: s 22 at the request of the Chief People Officer Vidya Vasudevan

I confirm:
☒ that funds are available for this contract under the **5100** cost centre and have discussed the status of the budget with the finance team prior to submitting this for approval.

Kind regards,
s 22

[redacted] **(she/her)**
Director | Strategic Priorities
Enabling and Regulation Group
m: s 22 | p: s 22

From: Rachael Spalding
To: s 22
Cc: s 22 s 22 s 22
Subject: RE: FOR CONSIDERATION | SRC005491 Workplace Relations Policy Updates [SEC=OFFICIAL]
Date: Monday, 31 March 2025 8:23:38 PM

Thanks very much s 22 – I've approved the ATM in TechOne.

Rachael.

From: s 22 <s 22 aec.gov.au>
Sent: Monday, March 31, 2025 3:25 PM
To: Rachael Spalding <s 47F gov.au>
Cc: s 22 <s 22 aec.gov.au>; s 22 <s 22 aec.gov.au>; s 22 <s 22 aec.gov.au>
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16	AusTender	TBC	Strategic Sourcing
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18	Deliverables due	11pm AEST Sunday 27 April	Business area and Supplier

Kind regards,
s 22

(she/her)
Director | Strategic Priorities
Enabling and Regulation Group
m: s 22 | p: s 22

From: Rachael Spalding <s 47F gov.au>
Sent: Thursday, 27 March 2025 6:43 AM
To: s 22 <s 22 aec.gov.au>
Cc: s 22 <s 22 aec.gov.au>; s 22 <s 22 aec.gov.au>; s 22 <s 22 aec.gov.au>
Subject: RE: FOR CONSIDERATION | SRC005491 Workplace Relations Policy Updates [SEC=OFFICIAL]

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    - *Workplace relations legislation has undergone change in the last 12*

months; therefore, the market of suitably experienced suppliers is assessed to be shallow and therefore unlikely to have the capacity and capability at this time.

- we entered the first activity in discovery mode and if we had known what we would discover (which we didn't) the first procurement may have been broader in its requirements
    - *This procurement addresses elements discovered in the first procurement. If we had known what we would discover in that initial procurement, the initial scope would have been broader in its requirements.*
- *we seek to quickly position the agency with respect to important compliance requirements because:*
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    - *and with the election imminent we must meet this essential obligation in the most effective way possible noting the obvious constraints*
- *Given the circumstances above an important element in determining how we approach meeting the requirement we have is to identify a provider that is immediately available with the capability and capacity to very quickly support our requirement. The circumstances constrain our options for approaching the [market more broadly for this] activity.*

Looking beyond this immediate piece of work, I anticipate that there will be further efforts beyond meeting the essential requirements that will remain in our program of work to be picked up after the election. We may complete the further program of work using AEC resources, and there may be elements which we seek to procure expertise to support. If we are undertaking further procurements for this program of work beyond the election, then we will most certainly be testing the market appropriately.

Thanks very much.

Rachael.

From: s 22 <s 22 aec.gov.au>
Sent: Wednesday, March 26, 2025 8:28 PM
To: Rachael Spalding <s 47F gov.au>
Cc: s 22 <s 22 aec.gov.au>; s 22 <s 22 aec.gov.au>; s 22 <s 22 aec.gov.au>; s 22 <s 22 aec.gov.au>
Subject: FOR CONSIDERATION | SRC005491 Workplace Relations Policy Updates [SEC=OFFICIAL]
Importance: High

Dear Rachael

I understand Vid has briefed you on this matter, but I am happy to discuss in more detail if necessary. In the interests of time, I am sending this through for your consideration via email while I wait for Strategic Sourcing review of the **workplace relations policy updates** procurement. I have reached out to Sally and s 22 kindly asking for their prioritised review of this procurement given the risks. The only potential issue we may need to further justify is the rationale behind awarding a second procurement via limited tender to the same vendor. I have attempted to cover this off accordingly in the business case and would value any further insights from you/Sally's team given our circumstances. To give you an idea of timings please see below. These dates will allow us to communicate the policy changes to the agency from 28 April which would be one week out from polling day if the earliest possible polling day of 3 May is realised. May it be recognised that these timeframes and way in which we are approaching this are not

ideal, nor preferred, but given the legislative compliance element, it is the best available option for our circumstances.

Business case and contract drafted	Wednesday 26 March
Strategic Sourcing Stage 1 review	By COB Friday 28 March
Updates made	Monday 31 March
Strategic Sourcing Stage 2 review	By COB Tuesday 1 April
Formal delegate approval	Finalised COB Thursday 3 April
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Updates made	Monday 31 March

We are at Stage 1 of this procurement, and the highlighted documents below are available for your consideration.

- Stage 1 – Strategic Sourcing > Delegate
- Stage 2 – Strategic Sourcing > Finance > Delegate

To support the approval process, please see a snapshot of key information regarding this contract.

Reason for delegate approving:
☒ Delegate threshold (value) – FAC approval is required due to the perceived conflict of interest, and the risk that this procurement if it doesn't go ahead promptly, could mean the AEC is not compliant with a range of workplace relations legislative obligations
☐ Future year commitment (crossover to new financial year)

Stage:
☒ Stage 1 – Approval to Approach the Market – 1. Business case details - Objective and 2. Draft contract
☐ Stage 2 – Approval to Commit Relevant Funds

Who has endorsed this to date:
☒ Director: s 22 at the request of the Chief People Officer Vidya Vasudevan

I confirm:
☒ that funds are available for this contract under the **5100** cost centre and have discussed the status of the budget with the finance team prior to submitting this for approval.

Kind regards,
s 22

[redacted] **(she/her)**
Director | Strategic Priorities

Enabling and Regulation Group
m: s 22 | p: s 22

Statement of Requirements

Workplace relations policy updates (SRC005491)

Statement of Requirements

The AEC is seeking services from a suitably experienced provider to support the Agency in implementing a range legislatively required workplace relations policy updates. The scope of work includes:

1. Updating the **Work Health and Safety Policy** (last updated 2018) to support employee understanding of work health and safety duties and ensure compliance with the obligations set out in the *Work Health and Safety Act 2011*, *Work Health and Safety Regulations 2011*, and relevant codes of practice.
    a. Updating existing identified work health and safety policy supporting artefacts to ensure alignment with the changes made to the work health and safety policy.
2. Updating the **Respect at Work Policy** (last updated 2020) to ensure compliance with the overarching legislative obligations in relation to workplace sexual harassment and gender-based discrimination set out in the *Work Health and Safety Act 2011*, the *Sex Discrimination Act 1984*, and the *Fair Work Act 2009.*
    a. Updating existing respect at work policy supporting artefacts to ensure alignment with the changes made to the respect at work policy.
3. Develop **Right to Disconnect** communications to AEC employees.
4. With consideration to where we are in the electoral cycle, draft **tailored communication material** to specific cohorts to advise of the policy updates, including any mandatory ‘call to action’ steps specific to each cohort.
5. The AEC expects there will a maximum of one day (7.5 hours) of stakeholder interviews as part of this procurement to meet with the policy owners or required stakeholders, in addition to the deliverables outlined.

Term

1. Proposed start date: Monday 14 April 2025
2. Proposed end date: Friday 30 May 2025
3. No available extension options

Timelines

Activity	Date
Approach to market open	Tuesday 1 April
Approach to market close	Friday 4 April
Negotiations	Wednesday 9 April
Supplier signature	Friday 11 April
Agency signature	Friday 11 April
Commencement	Monday 14 April
Deliverables due	11pm AEST Sunday 27 April

Required deliverables

1	Updated Work Health and Safety Policy
2	Updated Fatigue Prevention and Management Policy
3	Updated Work Health Safety Due Diligence Manual (includes the Framework)
4	Updated Work, Health, Safety and Wellbeing Statement of Commitment
5	Updated Respect at Work Policy
6	Updated Respect at Work Policy Attachment A – Allegation Notification Process
7	Updated Respect at Work Policy Attachment B - Allegation Notification Form
8	Updated Respect at Work Policy Attachment C – Bullying, Discrimination and Harassment
9	Attachment D – Workplace Contact Officers Role and Guidance
10	Updated Respect at Work Policy Attachment E – Respectful Communication – Self Assessment Tool
11	Updated Respect at Work Policy Attachment F – How you can contribute to a respectful workplace
12	Updated Respect at Work Policy Attachment G – Frequently Asked Questions
13	Updated Right to Disconnect FAQs
14	New Right to Disconnect supporting managers checklist
15	Tailored draft communication for Senior Executive Service Band 1 and Band 2
16	Tailored draft communication for Australian Electoral Officers
17	Tailored draft communication for Executive Level 2s
18	Tailored draft communication for All staff/officers

Contact

1. s 22 | s 22 aec.gov.au

From: s 22
To: s 22
Subject: FW: Cost string check - SRC005491
Date: Thursday, 10 April 2025 10:47:00 AM

Hi s 22 – this is yet **another** step in the procurement process that is on your to do list to map out.

Kind regards,
s 22

(she/her)
Director | Strategic Priorities
Enabling and Regulation Group
m: s 22 | p: s 22

From: s 22
Sent: Thursday, 10 April 2025 10:47 AM
To: Finance Business Partners <s 47E(d) aec.gov.au>
Subject: Cost string check - SRC005491
Importance: High

Hi FBPs

We are seeking to urgently finalise a procurement so work can commence on Monday.

s 22 from the Strategic Sourcing team tells me it is currently sitting with the FBP team.

Could you please let me know how long this step usually takes, and whether this can happen this morning?

Kind regards,
s 22

(she/her)
Director | Strategic Priorities
Enabling and Regulation Group
s 22 | p: s 22

From: s 22
To: Finance Business Partners
Subject: RE: Cost string check - SRC005491 [SEC=OFFICIAL]
Date: Thursday, 10 April 2025 2:35:00 PM

Thanks so much!

s 22 **(she/her)**
Director | Strategic Priorities
Enabling and Regulation Group
m: s 22 p: s 22

From: Finance Business Partners s 47E(d)
Sent: Thursday, 10 April 2025 11:52 AM
To: s 22 <s 22 aec.gov.au>
Cc: Finance Business Partners <FinanceBusinessPartners@aec.gov.au>
Subject: RE: Cost string check - SRC005491 [SEC=OFFICIAL]

Hello s 22

The SRC005491 is now cleared from FBP and should be with the financial delegate.

Thanks
s 22

Finance Business Partner
Management Accounting | Finance & Corporate Performance Branch
Financial Accounting and Services | Finance & Corporate Performance Branch
Australian Electoral Commission
P: s 22 **X:** s 22

From: s 22 <s 22 aec.gov.au>
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Kind regards,
s 22

(she/her)
Director | Strategic Priorities
Enabling and Regulation Group
m: s 22 | p: s 22

From: TechnologyOne Connect
To: s 22
Subject: Approach To Market GAU_SOURCING/SRC005491 has been assigned to you [SEC=OFFICIAL]
Date: Thursday, 10 April 2025 12:06:43 PM

CAUTION: This email originated from outside of the Australian Federal Government. Do not click links or open attachments unless you recognise the sender and know the content is safe.

The task outlined below has been assigned to you from Rachael SPALDING.

The most recent comment was: Approved having given consideration to the business case, the evaluation and the confirmation that funding is available.

<![endif]>

APPROACH TO MARKET

ACTIVE

Sourcing System	Procurement Sourcing System
Sourcing Process	AEC NEW Procurement Request (10K to 79999)
Approach To Market	SRC005491
Invitation Option	Invite Only
Start Date	26-Mar-2025
Owner	s 22

Workplace relations policy updates

Requirements

See detail in business case

Details	Quantity	Unit	Estimated Unit Amount (Inc)	Estimated Line Amount (Inc)
Workplace relations policy updates The AEC is seeking services from a suitably experienced provider to support the Agency in implementing a range legislatively required workplace relations policy updates.	-	EACH	65,450.00	65,450.00

Stages		Status
1	Procurement Plan	Completed
2	Spending Proposal	Completed
3	**Complete Contract Attachment**	**Active**
4	Contract Execution (Admin Only)	Pending

Invitations	Invite Status
AP Account - Rise Coaching and HR Consulting Pty Ltd	Not Transmitted

To view this in Ci Anywhere, click here.

TechnologyOne Connect Conversation [6CBANFDNJL]

From: s 22
To: s 47F s 22
Subject: RE: FOR ACTION: Workplace Relations Policy Updates - Draft Contract [SEC=OFFICIAL]
Date: Thursday, 10 April 2025 4:49:00 PM
Attachments: 2. Draft contract - Workplace relations policy updates final for signature.docx
image001.png
image002.png

Hi s 47F

Thanks very much for turning this around so quickly.

I have made two changes:

1. Updated the numbering on the list of deliverables (you are correct in us deleting a row).
2. Changed s 47F contribution to 'as needed'.

Updated contract attached.

Kind regards,
s 22

(she/her)
Director | Strategic Priorities
Enabling and Regulation Group
m: s 22 | p: s 22

From: s 47F <s 47F risecoachingandhrconsulting.com.au>
Sent: Thursday, 10 April 2025 4:42 PM
To: s 22 <s 22 aec.gov.au>; s 22 <s 22 aec.gov.au>
Subject: Re: FOR ACTION: Workplace Relations Policy Updates - Draft Contract [SEC=OFFICIAL]

CAUTION: This email originated from outside of the Australian Federal Government. Do not click links or open attachments unless you recognise the sender and know the content is safe.

Good afternoon s 22

Thank you very much for sending through the draft contract for consideration- we are looking forward to partnering with the AEC to support this important work.

2 (rather minor!) matters relating to the contract that I wanted to raise prior to signing.

1. On the list of deliverables on page 5 there is no number 13. The list jumps straight from 12 to 14. It looks like this has come about from the merging of the RTD comms and the manager checklist into one row. However, for an abundance of clarity I wanted to ensure there was not another deliverable that been unintentionally omitted that should have been at row 13 of the table.
2. The specified personnel on page as both s 47F and I at 100% - I wanted to note that s 47F is the junior consultant assisting and will be working daily on the project but is working flexibly given the period over which the contract falls (so will

not be inside core business hours necessarily). As the principal, I will be fully available to the commission over the contract period for extended hours and on every calendar day between the commencement and completion. I assume this doesn't raise any issues as the principal is the only specified personnel for the purposes of the Agency meetings but again, I wanted to raise for completeness.

Don't hesitate to give me a call if you would like to discuss further.

Kind regards

s 47F

[redacted]
Managing Director and Founder
Rise Coaching and HR Consulting Pty Ltd
E: s 47F risecoachingandhrconsulting.com.au
M: s 47F
www.risecoachingandhrconsulting.com.au

Rise COACHING & HR CONSULTING

From: s 22 <s 22 aec.gov.au>
Date: Thursday, 10 April 2025 at 3:17 pm
To: s 47F <s 47F risecoachingandhrconsulting.com.au>
Cc: s 22 <s 22 aec.gov.au>
Subject: FOR ACTION: Workplace Relations Policy Updates - Draft Contract [SEC=OFFICIAL]

Dear s 47F

I am pleased to offer the attached draft contract for your consideration.

Please let me know if you have any questions, otherwise, I look forward to receiving a signed copy in return.

We hope for work to commence from Monday all things going well.

Kind regards,
s 22

[redacted] **(she/her)**
Director | Strategic Priorities
Enabling and Regulation Group
m: s 22 p: s 22

DISCLAIMER:

If you have received this transmission in error please notify us immediately by return email and delete all copies. If this email or any attachments have been sent to you in error, that error does not constitute waiver of any confidentiality, privilege or copyright in respect of information in the email or attachments.

From: s 22
To: Rachael Spalding
Cc: s 22 s 22 s 22
Subject: FOR SIGNATURE: Workplace relations policy updates
Date: Friday, 11 April 2025 1:04:00 PM
Attachments: Signed contract-AEC-SRC005491.pdf

Dear Rachael

For your delegate signature, please see attached supplier signed workplace relations policy updates contract.

As soon as you sign, I can complete Stage 3 in TechOne, and we can commence work (from Monday).

Kind regards,
s 22

(she/her)
Director | Strategic Priorities
Enabling and Regulation Group
m: s 22 | p: s 22

From: s 22
Sent: Wednesday, 9 April 2025 1:33 PM
To: Rachael Spalding <s 47F gov.au>
Cc: s 22 <s 22 aec.gov.au>; s 22 <s 22 aec.gov.au>; s 22 <s 22 aec.gov.au>
Subject: RE: FOR CONSIDERATION | SRC005491 Workplace Relations Policy Updates [SEC=OFFICIAL]

Hi Rachael

Further to the below, please see progress since our last email. The RFQ has opened, closed and we have completed the evaluation and updated the contract.

Strategic Sourcing have been briefed on the timeframes we are working towards, and they are currently reviewing asap for us. We expect them to review today and push onto you formally in TechOne after that – I note there is a tech glitch in TechOne at the moment where you may not receive a notification, so I will give you the heads up.

We are still working towards having signed contract by the end of the week, so that work can commence on Monday.

We are at Stage 2 of this procurement, and the highlighted documents below are available for your consideration.

- Stage 1 – Strategic Sourcing > Delegate
- Stage 2 – Strategic Sourcing > Finance > Delegate

To support the approval process, please see a snapshot of key information regarding this contract.

Reason for delegate approving:
☒ Delegate threshold (value) – FAC approval is required due to the perceived conflict of interest, and the risk that this procurement if it doesn't go ahead promptly, could mean the AEC is not compliant with a range of workplace relations legislative obligations
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Stage:
☐ Stage 1 – Approval to Approach the Market – 1. Business case details - Objective and 2. Draft contract
☒ Stage 2 – Approval to Commit Relevant Funds – Evaluation and Contract

Who has endorsed this to date:
☒ Director: s 22 at the request of the Chief People Officer Vidya Vasudevan

I confirm:
☒ that funds are available for this contract under the **5100** cost centre and have discussed the status of the budget with the finance team prior to submitting this for approval.

Kind regards,
s 22

[redacted] **(she/her)**
Director | Strategic Priorities
Enabling and Regulation Group
m: s 22 | p: s 22

From: s 22
Sent: Monday, 31 March 2025 3:25 PM
To: Rachael Spalding <s 47F gov.au>
Cc: s 22 <s 22 aec.gov.au>; s 22 <s 22 aec.gov.au>; s 22 <s 22 aec.gov.au>
Subject: RE: FOR CONSIDERATION | SRC005491 Workplace Relations Policy Updates [SEC=OFFICIAL]

Hi Rachael,

Thanks very much.

I have included new text as highlighted in *yellow italics* below.

To allow for meetings with key stakeholders, I have now included an addition to the business case, draft contract and statement of requirements as follows:

> *The AEC expects there will a maximum of one day (7.5 hours) of stakeholder interviews as part of this procurement to meet with the policy owners or required stakeholders, in addition to the deliverables outlined.*

I understand due to a TechOne glitch, you may have inadvertently approved the TechOne workflow prior to these updates. As such, I have 're-started State 1

procurement plan' which triggers a reversal, creates an 'unusual event' and goes back to Strategic Sourcing for their review. I've spoken to s 22 from Strategic Sourcing who has now reviewed this iteration and he has kindly now pushed back to you for your formal approval in TechOne.

For completeness (and for future me when process mapping this), an updated schedule for this procurement is below, and @s 22 for planning purposes, please see Rachael inputs highlighted in aqua:

#	Requirement	Date (outside standard dates for this)	Responsibility
1	Business case (inc. eval plan and risk assessment), RFQ documentation (draft contract and statement of requirement)	Wednesday 26 March	Business area
2	Stage 1 review A	Thursday 27 March	Strategic Sourcing
3	Stage 1 review B	Friday 28 March	Delegate
4	Updates made	Monday 31 March	Business area
5	Stage 1 TechOne approval	Monday 31 March	Delegate
6	ATM issued/open	Tuesday 1 April	Business area
7	ATM close	Friday 4 April	Business area
8	Evaluation, negotiations, and paperwork updates	Monday 7 April [s 22 works M-W]	Business area
9	Update TechOne with contract value	Monday 7 April	Business area
10	FAD search completed	Monday 7 April (completed 31 March)	Business area and DPRR
11	Stage 2 review	Tuesday 8 April	Strategic Sourcing
12	Stage 2 TechOne approval (Rule 18)	Wednesday 9 April	Delegate
13	Supplier signature	Thursday 10 April	Business area and Supplier
14	Agency signature	Thursday 10 April	Delegate
15	Finalise contract (Complete Stage 3 in TechOne)	Friday 11 April	Business area
16	AusTender	TBC	Strategic Sourcing
17	Commencement	Monday 14 April	Business area and Supplier
18	Deliverables due	11pm AEST Sunday 27 April	Business area and Supplier

Kind regards,
s 22

[redacted] **(she/her)**
Director | Strategic Priorities
Enabling and Regulation Group
m: s 22 p: s 22

From: Rachael Spalding <s 47F [redacted] gov.au>
Sent: Thursday, 27 March 2025 6:43 AM

To: s 22 <s 22 aec.gov.au>
Cc: s 22 <s 22 aec.gov.au>; s 22 <s 22 aec.gov.au>; s 22 <s 22 aec.gov.au>
Subject: RE: FOR CONSIDERATION | SRC005491 Workplace Relations Policy Updates [SEC=OFFICIAL]

Hello s 22

Many thanks for the continued above and beyond efforts to help ERG be in position to support the AEC deliver the election. I hope that doesn't sound trite. I really value your energy, expertise and enthusiasm.

And I appreciate the importance of ensuring that we are undertaking our procurements in accordance with the CPRs and government and community expectations more broadly. When I consider why it is that we (I) would consider a second limited tender, the situation that comes to mind for me is:

- the same considerations (including shallow market capacity) that informed the initial limited tender largely remain in play
    - *Workplace relations legislation has undergone change in the last 12 months; therefore, the market of suitably experienced suppliers is assessed to be shallow and therefore unlikely to have the capacity and capability at this time.*
- we entered the first activity in discovery mode and if we had known what we would discover (which we didn't) the first procurement may have been broader in its requirements
    - *This procurement addresses elements discovered in the first procurement. If we had known what we would discover in that initial procurement, the initial scope would have been broader in its requirements.*
- *we seek to quickly position the agency with respect to important compliance requirements because:*
    - *it is an essential obligation to our staff which we must meet, full stop*
    - *and with the election imminent we must meet this essential obligation in the most effective way possible noting the obvious constraints*
- *Given the circumstances above an important element in determining how we approach meeting the requirement we have is to identify a provider that is immediately available with the capability and capacity to very quickly support our requirement. The circumstances constrain our options for approaching the [market more broadly for this] activity.*

Looking beyond this immediate piece of work, I anticipate that there will be further efforts beyond meeting the essential requirements that will remain in our program of work to be picked up after the election. We may complete the further program of work using AEC resources, and there may be elements which we seek to procure expertise to support. If we are undertaking further procurements for this program of work beyond the election, then we will most certainly be testing the market appropriately.

Thanks very much.

Rachael.

From: s 22 <s 22 aec.gov.au>
Sent: Wednesday, March 26, 2025 8:28 PM

To: Rachael Spalding <s 47F gov.au>
Cc: s 22 <s 22 aec.gov.au>; s 22 <s 22 aec.gov.au>; s 22 <s 22 aec.gov.au>
Subject: FOR CONSIDERATION | SRC005491 Workplace Relations Policy Updates [SEC=OFFICIAL]
Importance: High

Dear Rachael

I understand Vid has briefed you on this matter, but I am happy to discuss in more detail if necessary. In the interests of time, I am sending this through for your consideration via email while I wait for Strategic Sourcing review of the **workplace relations policy updates** procurement. I have reached out to Sally and s 22 kindly asking for their prioritised review of this procurement given the risks. The only potential issue we may need to further justify is the rationale behind awarding a second procurement via limited tender to the same vendor. I have attempted to cover this off accordingly in the business case and would value any further insights from you/Sally's team given our circumstances. To give you an idea of timings please see below. These dates will allow us to communicate the policy changes to the agency from 28 April which would be one week out from polling day if the earliest possible polling day of 3 May is realised. May it be recognised that these timeframes and way in which we are approaching this are not ideal, nor preferred, but given the legislative compliance element, it is the best available option for our circumstances.

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obligations
☐ Future year commitment (crossover to new financial year)

-

Stage:

☒ Stage 1 – Approval to Approach the Market – 1. Business case details - Objective and 2. Draft contract

☐ Stage 2 – Approval to Commit Relevant Funds

Who has endorsed this to date:

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I confirm:

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Kind regards,

s 22

(she/her)
Director | Strategic Priorities
Enabling and Regulation Group
m: s 22 | p: s 22

From: s 22
To: s 22
Subject: For your records SRC005491
Date: Friday, 11 April 2025 3:45:00 PM
Attachments: SRC005491 final joint signed.pdf

---

s 22 **(she/her)**
Director | Strategic Priorities
Enabling and Regulation Group
m: s 22 | p: s 22

From: Rachael Spalding
To: s 22
Cc: s 22 s 22 s 22
Subject: RE: FOR INFORMATION: Workplace relations policy updates [SEC=OFFICIAL]
Date: Friday, 11 April 2025 4:14:07 PM

Love your work. Thanks very much.

Rachael.

From: s 22 <s 22 aec.gov.au>
Sent: Friday, April 11, 2025 3:52 PM
To: Rachael Spalding <s 47F gov.au>
Cc: s 22 <s 22 aec.gov.au>; s 22 <s 22 aec.gov.au>; s 22 <s 22 aec.gov.au>
Subject: RE: FOR INFORMATION: Workplace relations policy updates [SEC=OFFICIAL]

Hi Rachael

Thank you – final signed contract attached. Copy saved here: SRC005491 final joint signed details - Objective

For completeness, here is the financial delegate checklist for this procurement: 4. Financial Delegate Checklist details - Objective

Kind regards,
s 22

(she/her)
Director | Strategic Priorities
Enabling and Regulation Group
m: s 22 | p: s 22

From: s 22
Sent: Friday, 11 April 2025 1:04 PM
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s 22

[redacted] **(she/her)**
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Enabling and Regulation Group
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Cc: s 22 <s 22 aec.gov.au>; s 22 <s 22 aec.gov.au>; s 22 <s 22 aec.gov.au>
Subject: RE: FOR CONSIDERATION | SRC005491 Workplace Relations Policy Updates [SEC=OFFICIAL]

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> *The AEC expects there will a maximum of one day (7.5 hours) of stakeholder interviews as part of this procurement to meet with the policy owners or required stakeholders, in addition to the deliverables outlined.*

I understand due to a TechOne glitch, you may have inadvertently approved the TechOne workflow prior to these updates. As such, I have 're-started State 1 procurement plan' which triggers a reversal, creates an 'unusual event' and goes back to Strategic Sourcing for their review. I've spoken to s 22 from Strategic Sourcing who has now reviewed this iteration and he has kindly now pushed back to you for your formal approval in TechOne.

For completeness (and for future me when process mapping this), an updated schedule for this procurement is below, and @s 22 for planning purposes, please see Rachael inputs highlighted in aqua:

#	Requirement	Date (outside standard dates for this)	Responsibility
1	Business case (inc. eval plan and risk assessment), RFQ documentation (draft contract and statement of requirement)	Wednesday 26 March	Business area
2	Stage 1 review A	Thursday 27 March	Strategic Sourcing

3	Stage 1 review B	Friday 28 March	Delegate
4	Updates made	Monday 31 March	Business area
5	Stage 1 TechOne approval	Monday 31 March	Delegate
6	ATM issued/open	Tuesday 1 April	Business area
7	ATM close	Friday 4 April	Business area
8	Evaluation, negotiations, and paperwork updates	Monday 7 April [s 22 works M-W]	Business area
9	Update TechOne with contract value	Monday 7 April	Business area
10	FAD search completed	Monday 7 April (completed 31 March)	Business area and DPRR
11	Stage 2 review	Tuesday 8 April	Strategic Sourcing
12	Stage 2 TechOne approval (Rule 18)	Wednesday 9 April	Delegate
13	Supplier signature	Thursday 10 April	Business area and Supplier
14	Agency signature	Thursday 10 April	Delegate
15	Finalise contract (Complete Stage 3 in TechOne)	Friday 11 April	Business area
16	AusTender	TBC	Strategic Sourcing
17	Commencement	Monday 14 April	Business area and Supplier
18	Deliverables due	11pm AEST Sunday 27 April	Business area and Supplier

Kind regards,
s 22

[redacted] **(she/her)**
Director | Strategic Priorities
Enabling and Regulation Group
m: s 22 | p: s 22

From: Rachael Spalding <s 47F [redacted] gov.au>
Sent: Thursday, 27 March 2025 6:43 AM
To: s 22 [redacted] <s 22 [redacted] aec.gov.au>
Cc: s 22 [redacted] <s 22 [redacted] aec.gov.au>; s 22 [redacted] <s 22 [redacted] aec.gov.au>; s 22 [redacted] <s 22 [redacted] aec.gov.au>
Subject: RE: FOR CONSIDERATION | SRC005491 Workplace Relations Policy Updates [SEC=OFFICIAL]

Hello s 22 [redacted]

Many thanks for the continued above and beyond efforts to help ERG be in position to support the AEC deliver the election. I hope that doesn't sound trite. I really value your energy, expertise and enthusiasm.

And I appreciate the importance of ensuring that we are undertaking our procurements in accordance with the CPRs and government and community expectations more broadly. When I consider why it is that we (I) would consider a second limited tender, the situation that comes to mind for me is:

- the same considerations (including shallow market capacity) that informed the initial limited tender largely remain in play
    - *Workplace relations legislation has undergone change in the last 12 months; therefore, the market of suitably experienced suppliers is assessed to be shallow and therefore unlikely to have the capacity and capability at this time.*
- we entered the first activity in discovery mode and if we had known what we would discover (which we didn't) the first procurement may have been broader in its requirements
    - *This procurement addresses elements discovered in the first procurement. If we had known what we would discover in that initial procurement, the initial scope would have been broader in its requirements.*
- *we seek to quickly position the agency with respect to important compliance requirements because:*
    - *it is an essential obligation to our staff which we must meet, full stop*
    - *and with the election imminent we must meet this essential obligation in the most effective way possible noting the obvious constraints*
- *Given the circumstances above an important element in determining how we approach meeting the requirement we have is to identify a provider that is immediately available with the capability and capacity to very quickly support our requirement. The circumstances constrain our options for approaching the [market more broadly for this] activity.*

Looking beyond this immediate piece of work, I anticipate that there will be further efforts beyond meeting the essential requirements that will remain in our program of work to be picked up after the election. We may complete the further program of work using AEC resources, and there may be elements which we seek to procure expertise to support. If we are undertaking further procurements for this program of work beyond the election, then we will most certainly be testing the market appropriately.

Thanks very much.

Rachael.

From: s 22 <s 22 aec.gov.au>
Sent: Wednesday, March 26, 2025 8:28 PM
To: Rachael Spalding <s 47F gov.au>
Cc: s 22 <s 22 aec.gov.au>; s 22 <s 22 aec.gov.au>; s 22 <s 22 aec.gov.au>
Subject: FOR CONSIDERATION | SRC005491 Workplace Relations Policy Updates [SEC=OFFICIAL]
Importance: High

Dear Rachael

I understand Vid has briefed you on this matter, but I am happy to discuss in more detail if necessary. In the interests of time, I am sending this through for your consideration via email while I wait for Strategic Sourcing review of the **workplace relations policy updates** procurement. I have reached out to Sally and s 22 kindly asking for their prioritised review of this procurement given the risks. The only potential issue we may need to further justify is the rationale behind awarding a second procurement via limited tender to the same vendor. I have attempted to cover this off accordingly in the business case and would value any further insights from you/Sally's team given our circumstances. To give you an idea of timings please see below. These dates will allow

us to communicate the policy changes to the agency from 28 April which would be one week out from polling day if the earliest possible polling day of 3 May is realised. May it be recognised that these timeframes and way in which we are approaching this are not ideal, nor preferred, but given the legislative compliance element, it is the best available option for our circumstances.

Business case and contract drafted	Wednesday 26 March
Strategic Sourcing Stage 1 review	By COB Friday 28 March
Updates made	Monday 31 March
Strategic Sourcing Stage 2 review	By COB Tuesday 1 April
Formal delegate approval	Finalised COB Thursday 3 April
ATM issued/open	Friday 4 April
ATM close	Monday 7 April
Negotiations	Wednesday 9 April
Supplier signature	Friday 11 April
Agency signature	Friday 11 April
Commencement	Monday 14 April
Deliverables due	11pm AEST Sunday 27 April
Business case and contract drafted	Wednesday 26 March
Strategic Sourcing Stage 1 review	By COB Friday 28 March
Updates made	Monday 31 March

We are at Stage 1 of this procurement, and the highlighted documents below are available for your consideration.

- Stage 1 – Strategic Sourcing > Delegate
- Stage 2 – Strategic Sourcing > Finance > Delegate

To support the approval process, please see a snapshot of key information regarding this contract.

Reason for delegate approving:
☒ Delegate threshold (value) – FAC approval is required due to the perceived conflict of interest, and the risk that this procurement if it doesn't go ahead promptly, could mean the AEC is not compliant with a range of workplace relations legislative obligations
☐ Future year commitment (crossover to new financial year)

Stage:
☒ Stage 1 – Approval to Approach the Market – 1. Business case details - Objective and 2. Draft contract
☐ Stage 2 – Approval to Commit Relevant Funds

Who has endorsed this to date:
☒ Director: s 22 at the request of the Chief People Officer Vidya Vasudevan

I confirm:
☒ that funds are available for this contract under the **5100** cost centre and have discussed the status of the budget with the finance team prior to submitting this for approval.

Kind regards,
s 22

s 22 **(she/her)**
Director | Strategic Priorities
Enabling and Regulation Group
m: s 22 | p: s 22

From: s 22
To: s 22
Subject: Rise Coaching filing
Date: Tuesday, 2 December 2025 12:24:00 PM
Attachments: FAD search – Rise Coaching Canberra Pty Ltd ABN 94 683 260 746.pdf
image001.png
SRC005491 Statement of requirements.pdf
SRC005491 final joint signed.pdf
1. Workplace relations policy updates.docx

Hello – cleaning up my desktop and doing some filing. These are for you to file appropriately with the procurement documentation of the same. Thank you

s 22 | Director
Enterprise Governance, Parliamentary and Performance
Australian Electoral Commission
M: s 22 T: s 22

AEC Australian Electoral Commission
Make sure you're **enrolled to vote.**
Visit **aec.gov.au**

From: s 22
To: s 22
Subject: FW: FOR CONSIDERATION | SRC005491 Workplace Relations Policy Updates
Date: Thursday, 27 March 2025 10:07:00 AM
Importance: High

For visibility

s 22 **(she/her)**
Director | Strategic Priorities
Enabling and Regulation Group
m: s 22 | p: s 22

From: s 22
Sent: Wednesday, 26 March 2025 8:28 PM
To: Rachael Spalding <s 47F gov.au>
Cc: s 22 <s 22 aec.gov.au>; s 22 <s 22 aec.gov.au>; s 22 <s 22 aec.gov.au>
Subject: FOR CONSIDERATION | SRC005491 Workplace Relations Policy Updates
Importance: High

Dear Rachael

I understand Vid has briefed you on this matter, but I am happy to discuss in more detail if necessary. In the interests of time, I am sending this through for your consideration via email while I wait for Strategic Sourcing review of the **workplace relations policy updates** procurement. I have reached out to Sally and s 22 kindly asking for their prioritised review of this procurement given the risks. The only potential issue we may need to further justify is the rationale behind awarding a second procurement via limited tender to the same vendor. I have attempted to cover this off accordingly in the business case and would value any further insights from you/Sally's team given our circumstances. To give you an idea of timings please see below. These dates will allow us to communicate the policy changes to the agency from 28 April which would be one week out from polling day if the earliest possible polling day of 3 May is realised. May it be recognised that these timeframes and way in which we are approaching this are not ideal, nor preferred, but given the legislative compliance element, it is the best available option for our circumstances.

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Negotiations	Wednesday 9 April
Supplier signature	Friday 11 April
Agency signature	Friday 11 April
Commencement	Monday 14 April
Deliverables due	11pm AEST Sunday 27 April

We are at Stage 1 of this procurement, and the highlighted documents below are available for your consideration.

- Stage 1 – Strategic Sourcing > Delegate
- Stage 2 – Strategic Sourcing > Finance > Delegate

To support the approval process, please see a snapshot of key information regarding this contract.

Reason for delegate approving:
☒ Delegate threshold (value) – FAC approval is required due to the perceived conflict of interest, and the risk that this procurement if it doesn't go ahead promptly, could mean the AEC is not compliant with a range of workplace relations legislative obligations
☐ Future year commitment (crossover to new financial year)

Stage:
☒ Stage 1 – Approval to Approach the Market – 1. Business case details - Objective and 2. Draft contract
☐ Stage 2 – Approval to Commit Relevant Funds

Who has endorsed this to date:
☒ Director: s 22 at the request of the Chief People Officer Vidya Vasudevan

I confirm:
☒ that funds are available for this contract under the **5100** cost centre and have discussed the status of the budget with the finance team prior to submitting this for approval.

Kind regards,

s 22

(she/her)
Director | Strategic Priorities
Enabling and Regulation Group
m: s 22 | p: s 22

Australian Government

Commonwealth Contract – Services

Reference ID: SRC005491

Customer

Customer Name:	Australian Electoral Commission
Customer ABN:	21 133 285 851
Address:	12 Mort Street Canberra ACT 2601

Supplier

Full Name of the Legal Entity:	Rise Coaching and HR Consulting Canberra Pty Ltd
Supplier ABN:	94 683 260 746
Address:	s 47F

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:	Monday 14 April 2025
Contract Term:	This Contract will terminate on Friday 30 May 2025
Contract Extension Option:	This Contract Term will not be extended.

C.A.2 The Requirement

The AEC is seeking services from a suitably experienced provider to support the Agency in implementing a range legislatively required workplace relations policy updates. The scope of work includes:

1. Updating the **Work Health and Safety Policy** (last updated 2018) to support employee understanding of work health and safety duties and ensure compliance with the obligations set out in the *Work Health and Safety Act 2011*, *Work Health and Safety Regulations 2011*, and relevant codes of practice.
    a. Updating existing identified work health and safety policy supporting artefacts to ensure alignment with the changes made to the work health and safety policy.
2. Updating the **Respect at Work Policy** (last updated 2020) to ensure compliance with the overarching legislative obligations in relation to workplace sexual harassment and gender-based discrimination set out in the *Work Health and Safety Act 2011*, the *Sex Discrimination Act 1984*, and the *Fair Work Act 2009.*
    a. Updating existing respect at work policy supporting artefacts to ensure alignment with the changes made to the respect at work policy.
        a. It is recognised that due to the outdated nature of these, they may not return as full documents in the same format in which they are provided.
3. Develop **Right to Disconnect** communications to AEC employees.
4. With consideration to where we are in the electoral cycle, draft **tailored communication material** to specific cohorts to advise of the policy updates, including any mandatory 'call to action' steps specific to each cohort.
5. The AEC expects there will a maximum of ten stakeholder interviews up to a maximum of 7.5 hours to meet with the policy owners or required stakeholders, in addition to the deliverables outlined.
6. The AEC expects weekly virtual check ins of no more than 30 minutes each to be included.

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:

1 For the purposes of this clause, '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.

2 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.

3 The Supplier must:

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 X.2.*

4 The Supplier must immediately issue the Customer a Notice on becoming aware of any breach of clause X.2. The Notice must include a summary of the breach, the date that the breach occurred, and details of the personnel involved.

5 Where the Customer identifies a possible breach of clause X.2, 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 X.4 and otherwise comply with its obligations under this clause X.*

6 Notwithstanding clause X.5, the Customer may notify the Supplier in writing that it considers that the Supplier has breached clause X.2, in which case the Supplier must issue a Notice under clause X.4 and otherwise comply with its obligations under this clause X.

7 A failure by the Supplier to comply with its obligations under any part of this clause will be a material breach of the Contract.

8 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.

9 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."

Further information on the Code can be found at:
https://www.finance.gov.au/government/procurement/commonwealth-supplier-code-conduct.

C.A.2(b) Standards

The Supplier must ensure that any goods and services provided under this Contract comply with all applicable Australian standards and any Australian and international standards specified in this Statement of Work. The Supplier must ensure that it obtains copies of all relevant certifications and maintains records evidencing its compliance with those standards. If requested by the Customer, the Supplier must enable the Customer, or an independent assessor, to conduct periodic audits to confirm compliance with those standards.

Web Content Accessibility

As applicable, the Supplier must ensure that any website, associated material and/or online publications (where applicable) complies with the Web Content Accessibility Guidelines available at:
https://www.w3.org/WAI/intro/wcag.

C.A.2(c) Security Requirements

None Specified

Ballot Paper Security

Not applicable

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

Prior to commencement of this Contract, the Customer's Contract Manager and the Supplier's Contract Manager will identify any potential work health and safety (WHS) issues anticipated to arise during the term of this contract and assign management of each issue identified to the party best able to manage it. For all issues assigned to the Supplier, the Supplier will provide the Customer with a WHS plan for approval and no work will commence until the plan is approved unless agreed in writing by the Customer.

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

C.A.2(e) Delivery and Acceptance

Where the Customer rejects any deliverables under Clause C.C.11 [*Delivery and Acceptance*] the Customer will specify a timeframe in which the Supplier is required to rectify deficiencies, at the Supplier's cost, so that the deliverables meet the requirements of this Contract. The Supplier must comply with any

such requirement. Rectified deliverables are subject to acceptance under Clause C.C.11 [*Delivery and Acceptance*].

The Supplier will refund all payments related to the rejected deliverables unless the relevant deliverables are rectified and accepted by the Customer.

If the Supplier is unable to meet the Customer's timeframe, the Customer may terminate this Contract in accordance with Clause C.C.16 [*Termination for Cause*].

#	Milestone Description	Contact for Delivery	Delivery Location/Email	Due Date
1	Updated Work Health and Safety Policy	s 22 [redacted]	[redacted] aec.gov.au	11pm Sunday 27 April 2025
2	Updated Fatigue Prevention and Management Policy	s 22 [redacted]	[redacted] aec.gov.au	11pm Sunday 27 April 2025
3	Updated Work Health Safety Due Diligence Manual (includes the Framework)	s 22 [redacted]	[redacted] aec.gov.au	11pm Sunday 27 April 2025
4	Updated Work, Health, Safety and Wellbeing Statement of Commitment^	s 22 [redacted]	[redacted] aec.gov.au	11pm Sunday 27 April 2025
5	Updated Respect at Work Policy	s 22 [redacted]	[redacted] aec.gov.au	11pm Sunday 27 April 2025
6	Updated Respect at Work Policy Attachment A – Allegation Notification Process*	s 22 [redacted]	[redacted] aec.gov.au	11pm Sunday 27 April 2025
7	Updated Respect at Work Policy Attachment B - Allegation Notification Form*	s 22 [redacted]	[redacted] aec.gov.au	11pm Sunday 27 April 2025
8	Updated Respect at Work Policy Attachment C – Bullying, Discrimination and Harassment*	s 22 [redacted]	[redacted] aec.gov.au	11pm Sunday 27 April 2025
9	Updated Respect at Work Policy Attachment D – Workplace Contact Officers Role and Guidance*	s 22 [redacted]	[redacted] aec.gov.au	11pm Sunday 27 April 2025
10	Updated Respect at Work Policy Attachment E – Respectful Communication – Self Assessment Tool*	s 22 [redacted]	[redacted] aec.gov.au	11pm Sunday 27 April 2025
11	Updated Respect at Work Policy Attachment F – How you can contribute to a respectful workplace*	s 22 [redacted]	[redacted] aec.gov.au	11pm Sunday 27 April 2025
12	Updated Respect at Work Policy Attachment G – Frequently Asked Questions*	s 22 [redacted]	[redacted] aec.gov.au	11pm Sunday 27 April 2025
14	New Right to Disconnect supporting managers checklist as associated communications	s 22 [redacted]	[redacted] aec.gov.au	11pm Sunday 27 April 2025

15	Tailored draft communication for Senior Executive Service Band 1 and Band 2	s 22 [redacted]	[redacted] aec.gov.au	11pm Sunday 27 April 2025
16	Tailored draft communication for Australian Electoral Officers	s 22 [redacted]	[redacted] aec.gov.au	11pm Sunday 27 April 2025
17	Tailored draft communication for Executive Level 2s	s 22 [redacted]	[redacted] aec.gov.au	11pm Sunday 27 April 2025
18	Tailored draft communication for All staff/officers	s 22 [redacted]	[redacted] aec.gov.au	11pm Sunday 27 April 2025

* It is recognised that due to the outdated nature of these, they may not return as full documents in the same format in which they are provided.

^ Will require a meeting to discuss content with an appropriate representative before drafting.

C.A.2(f) Meetings

The Supplier is required to attend meetings as follows:

Meeting Type	Position Required	Frequency	Mode	Location
Stakeholder interviews*	Principal	As required	Video conference	Virtual
30-minute stand ups	Principal	Weekly	Video conference	Virtual

** The AEC expects there will a maximum of ten stakeholder interviews up to a maximum of 7.5 hours to meet with the policy owners or required stakeholders, in addition to the deliverables outlined.*

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

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

C.A.2(h) Customer Material

All of the editable word documents of the items listed under the milestone description section at C.A.2(e) Delivery and Acceptance.

C.A.2(i) Conflicts of Interest

The Supplier has declared that it has no Conflicts of Interest relevant to the performance of its obligations under this Contract.

C.A.2(j) Public Interest Disclosure

For information about how to make a Public Interest Disclosure, please refer to the information provided on the Customer's website: https://www.aec.gov.au/About_AEC/Publications/policy/public-interest-disclosure.htm.

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

Name/Position:	Rachael Spalding

Email Address:	s 47F aec.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.aec.gov.au/About_AEC/Contact_the_AEC/feedback.htm.

Any complaints relating to this procurement should be referred to:

Name/Position:	Director, Strategic Sourcing
Email Address:	s 47E(c) aec.gov.au

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

C.A.3 Contract Price

The maximum Contract Price inclusive of GST and all taxes and charges will not exceed **$65,450.00** as set out below.

Fixed Price (including all expenses)

Due Date	Milestone Description	Total Price GST Exclusive	GST Component	Total Price GST Inclusive
11pm Sunday 27 April 2025	All milestones listed at the milestone description section at C.A.2(e) Delivery and Acceptance.	**$59,500**	**$5,950**	**$65,450**

C.A.3(a) Payment Schedule

Progress payments of the *Fixed Fees and Charges* (inclusive of any GST and all taxes and charges) will be made as follows:

Estimated Date	Milestone Description	Payment Amount
14/4/2025	On signing of contract **50%**	$32,725.00 (inc GST)
27/4/2025	On delivery of the updated policies and tailored communication materials	$32,725.00 (inc GST)

Total Fixed Price for Services $65,450 GST Inclusive

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:	Director
Currently:	s 22
Telephone:	s 22
Mobile:	s 22
Email Address:	s 22 aec.gov.au
Postal Address:	10-12 Mort Street Canberra City ACT 2600
	(Alternate contact is s 22 aec.gov.au)

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

Addressee Name/Position Title:	s 22 Director
Telephone:	s 22
Peppol ID:	0151:21133285851
Email Address:	s 22 aec.gov.au
Postal Address:	10-12 Mort Street Canberra City ACT 2600

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

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

Name:	s 47F
Position Title:	Director
Telephone:	s 47F
Mobile:	
Email Address:	s 47F
Postal Address:	

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

Name:	As above
Position Title:	
Email Address:	
Postal Address:	

C.A.5 Specified Personnel

Position/Role	Name	Current Security Clearance Level	Percentage of Total Project Time
Director	s 47F	s 47E(d)	100%
Junior Consultant			100%

C.A.6 Subcontractors

None Specified

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 Customer owns the Intellectual Property Rights in the Material created under this Contract.

To the extent the Supplier or a third party holds any Intellectual Property Rights in any existing Material, the Supplier hereby agrees to licence the Customer to enable the Customer to exercise full rights and interests in the Intellectual Property Rights in any Material provided under this Contract. The Supplier agrees to create, execute or sign any documents and perform all acts which may be necessary to allow the use of those rights by the Customer for any purpose.

The Customer grants to the Supplier a non-exclusive, non-transferable, irrevocable, royalty-free licence for this Contract Term to exercise the Intellectual Property Rights in the Material for the sole purpose of fulfilling its obligations under this Contract. The licence in this clause is subject to any conditions or limitations of third parties that the Customer notifies to the Supplier.

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

Pre-Existing Intellectual Property of the Supplier

Not Applicable

C.B.2 Confidential Information of the Supplier

Not Applicable

C.B.3 Payment Terms

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 Political Neutrality

The Supplier must:

a) respect the strict political neutrality of the Customer, as it relates to AEC's performance of its functions under the *Commonwealth Electoral Act 1918* (Cth), the *Referendum (Machinery Provisions) Act 1984* (Cth), *Fair Work (Registered Organisations) Act 2009* (Cth) and the *Aboriginal and Torres Strait Islander Act 2005* (Cth); and

b) not associate the Customer in any way with any political activity that it undertakes (including in relation to an election, a plebiscite or a referendum).

Where required by the Customer, the Supplier must ensure that its Specified Personnel or Subcontractor sign a declaration of political neutrality in such a form as may be Notified by the Customer.

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

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

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.

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:

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.

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.

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.

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 *NOTE: Where relevant, this also forms part of a Contract formed under a DoSO.*
C.B.[x]	Additional Contract Terms	
C.C.[x]	Commonwealth Contract Terms	
P.C.[x]	Commonwealth Purchase Order Terms	Commonwealth Purchase Order Terms
D.A.[x]	CCS DoSO ATM	CCS Deed of Standing Offer (DoSO)
D.B.[x]	Commonwealth DoSO ATM Terms	
D.C.[x]	DoSO ATM Response Form	
D.D.[x]	CCS DoSO	
D.D.3(x)	Additional DoSO Terms	
D.E.[x]	Commonwealth DoSO Terms	
R.A.[x]	Schedule 1 - Statement of Work	CCS DoSO RFQ and Contract
R.B.[x]	Schedule 2 - Additional Contract Terms	
R.C.[x]	Schedule 3 - Supplier's Response Form	
R.D.[x]	Contract Details Schedule	

Contract Signing Page

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

a) Additional Contract Terms (if any)

b) Statement of Work

c) Commonwealth Contract Terms

d) Commonwealth Contracting Suite Glossary and Interpretation

e) Contract Annex 1 – Supplementary Information (if any).

EXECUTED as an Agreement

Signed for and on behalf of the **Commonwealth of Australia** as represented by Australian Electoral Commission **ABN** 21 133 285 851 by its duly authorised delegate in the presence of

Signature of witness

Signature of delegate

Name of witness (***print***)

Name of delegate (***print***)

Position of delegate (***print***)

Date:

Executed by **ABN** 94 683 260 746 in the presence of:

Signature of director

Signature of supplier

Name of director (***print***)

Name of supplier (***print***)

Date:

From: FAD
To: s 22
Subject: Financial disclosure search – Rise Coaching Canberra Pty Ltd ABN 94 683 260 746 [SEC=OFFICIAL]
Date: Monday, 31 March 2025 1:06:53 PM

Good afternoon s 22

Please see below:

Financial disclosure record check	
Supplier name:	RISE COACHING AND HR CONSULTING PTY LTD
ABN:	94 683 260 746
ACN:	
Business Name(s):	
Trading Name(s):	
Has this client lodged a return or been named on a return in the last three financial years?	No
Details:	
Has the client lodged a donor return or been named on a return as making a donation? (If yes, provide details below)	No
Details:	
Has the client been named on a return as an 'other receipt' or creditor? (If yes, provide details below)	No
Details:	

Warm regards,

s 22 **Disclosure Officer**
Disclosure and Compliance | Disclosure, Party Registration and Redistributions Branch
Australian Electoral Commission
s 22

The AEC acknowledges the Traditional Owners of country throughout Australia and recognises their continuing connection to land, waters, culture and community. We pay our respects to Elders past, present and emerging.

AEC Australian Electoral Commission — Make sure you're **enrolled to vote.** Visit www.aec.gov.au

From: s 22 <s 22 aec.gov.au>
Sent: Monday, 31 March 2025 11:21 AM
To: s 47E(d)
Subject: Financial disclosure search – Rise Coaching Canberra Pty Ltd ABN 94 683 260 746 [SEC=OFFICIAL]

Good morning FAD team,

Can you please conduct a refreshed financial disclosure search for the following:

Supplier name: Rise Coaching Canberra Pty Ltd	**ABN/ACN:** 94 683 260 746
Additional information As per below, s 47F previously used the ABN 27 938 170 081 as a sole trader. In December 2024, Ms s 47F advises she restructured the business to become a company (Pty Ltd) with consideration to the forward work program and requirements for additional employees.	

s 22 **(she/her)**
Director | Strategic Priorities
Enabling and Regulation Group
m s 22 | p s 22

From: s 47E(d)
Sent: Friday, 13 December 2024 10:45 AM
To: s 22 <s 22 aec.gov.au>
Subject: RE: Procurement FAD check [SEC=OFFICIAL]

Good morning s 22

Financial disclosure record check	
Supplier name:	s 47F
ABN:	27 938 170 081
ACN:	
Business Name(s):	RISE COACHING CANBERRA
Trading Name(s):	
Has this client lodged a return or been named on a return in the last three financial years?	No
Details:	
Has the client lodged a donor return or been named on a return as making a donation? (If yes, provide details below)	No
Details:	
Has the client been named on a return as an 'other receipt' or creditor? (If yes, provide details below)	No
Details:	

Kind regards

s 22 | **Branch Project Officer**
Disclosure, Party Registration and Redistribution | Enabling and Regulation Group
Australian Electoral Commission
T: s 22

AEC Australian Electoral Commission — Delivering democracy 40 years of electoral integrity aec.gov.au — 40

From: s 22 <s 22 aec.gov.au>
Sent: Wednesday, 11 December 2024 1:29 PM
To: s 47E(d)
Subject: RE: Procurement FAD check [SEC=OFFICIAL]

Hi s 22

Oh whoops! It is 27 938 170 081.

Kind regards,
s 22

(she/her)
Director | Strategic Priorities
Enabling and Regulation Group
m s 22 | p s 22

From: s 47F
Sent: Wednesday, 11 December 2024 12:25 PM
To: s 22 <s 22 aec.gov.au>

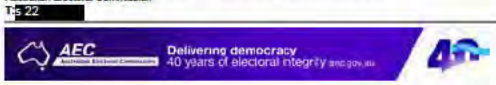
Subject: RE: Procurement FAD check [SEC=OFFICIAL]

Hi s 22

Can you please supply business name and ABN/ACN to assist us to complete this check?

Kind Regards,

s 22 | Acting Assistant Director
Electorate and Compliance | Disclosure, Party Registration and Redistribution Branch
Australian Electoral Commission
T: s 22



From: s 22 s 22 aec.gov.au>
Sent: Wednesday, 11 December 2024 12:05 PM
To: s 47E(d)
Subject: Procurement FAD check [SEC=OFFICIAL]

Hi FAD,

Can you please conduct a check on potential supplier s 47F

Thank you,
s 22

(she/her)
Director | Strategic Priorities
Enabling and Regulation Group
m s 22 | p s 22

Under $80 000 - Evaluation & Value for Money Summary

Procurement Name and SRC number	**Workplace Relations Policy Updates SRC005491**
Business Case	The AEC is seeking services from a suitably experienced provider to support the Agency in implementing a range legislatively required workplace relations policy updates. Full details are specified in the **Business Case (Attachment A)**.
Quote Evaluation Team members	s 22 and s 22
Date Rfx was released	Wednesday 2 April
Date Rfx closed	Sunday 6 April
Name of Respondents	s 47F Rise Coaching and HR Consulting
Summary of any clarifications or advice sought during the Rfx release period.	**N/a**
Conflict of Interest	Conflicts of interest will be managed as required under the AEC's Conflict of Interest Policy. s 47F s 47F and s 47F s 47F s 47F. By way of managing this perceived conflict, s 47F will not participate in the evaluation process. As the AEC has previously held a contract with the supplier, the evaluation will be provided to the delegate, Rachael Spalding, to ensure no perceived or actual bias.
Date of evaluation	7/4/2025

Evaluation Criterion 1	**Can the supplier deliver within the required timeframes?**
Assessment	The respondent has broken down the deliverables into five phases; - Project planning and preparation, - Interview planning and preparation, - Interviews with key Agency stakeholders, - Drafting of policy amendments and tailored communication materials, - Delivery of amended policies and tailored communications to AEC. The respondent has provided detail on how they will achieve the deliverables required, including provision of relevant project documentation including project plan, regular meetings with the contract manager and timely access to the relevant AEC documentation. The respondent understands the importance of the Agency having

	compliant workplace relations policies in place prior to the delivery of the next federal election. The respondent is conscious of the expedited timeframes associated with the deliverables and the extended work hours that may be required to meet the timeframes. The respondent and will ensure effective time management in order to ensure delivery.
Evaluation Criterion 2	**Does the supplier have the relevant technical expertise and ability to remediate the policies identified to ensure legislative compliance?**
Assessment	The respondent has strong technical knowledge of APS employment legislative frameworks, specifically (but not limited to) the *Fair Work Act 2009 (Cth)* and the *Work Health and Safety Act 2011 (Cth)*, and recent experience related to the Right to Disconnect in the APS context. The respondent has extensive experience in developing and implementing workplace relations and work health and safety policy for government. She has held a range of senior leadership positions across her former roles in government, including at the Senior Executive Service (SES) level in the s 47F s 47F s 47F, where she managed a number of high-profile workplace relations policy reform projects in demanding domestic and global environments. The respondent has strong technical knowledge and a comprehensive understanding of the Australian workplace relations legislative framework, including the suite of workplace relations reforms implemented under the current Australian Government, including the s 47F In her former SES government role, she had s 47F following its implementation and has an exceptionally well-developed understanding of the obligations and considerations associated with the right, as well as its practical application to a contemporary APS workforce. The respondent holds post graduate qualifications in Employment Relations from s 47F
Evaluation Criterion 3	**Does the supplier have the ability to make pragmatic communication recommendations to the AEC cognisant of the operating environment and audience?**
Assessment	The respondent is aware that this project is to implement a range of updates to a number of the Agency's workplace relations policies in order to ensure policy compliance with relevant employment legislative frameworks. This includes a range of tailored communications materials for the agency to meet its duty in notifying employees of their legislative requirements associated with the policy updates. The respondent has demonstrated understanding that the key purpose is to highlight any actions required to be taken by each cohort with minimal disruption to the Agency while they are required to operate in event mode.
FINAL SCORE FOR STAGE 2	N/A

VALUE FOR MONEY SUMMARY

Utilisation of Exemption 17, in Appendix A of the Commonwealth Procurement Rules (CPRs) which allows entities to directly engage a small and medium enterprise (SME) for procurements valued up to $500,000 (including GST), providing value for money can be demonstrated.

Rise Coaching Canberra are best placed to undertake this work for the AEC and assess remediate existing identified policies to reduce the AEC's exposure to risk and ensure legislative compliance. We recognise this procurement is a second limited tender to the same provider, and that this is unusual, however, while this work is happening concurrently with the initial contract, this is well outside the scope of the initial RFQ, and **action is urgently required to remediate findings and manage agency risk**. This procurement is a separate parcel of work and has no bearing or influence on the completion of the initial procurement with the supplier. Further, given the stage of the electoral cycle, it is critical this work is completed in a timely manner as it relates to workplace health and safety of our staff, as well as potential reputation impacts, both of which the agency has a low risk tolerance level as outlined in the agency risk appetite statement.

Value for money is a central tenant of the Commonwealth Procurement Rules and is not only about price. In addition to the proposed price of the goods or services, the following non-cost factors have been assessed as follows:

1. This procurement aims to reduce the AEC's exposure to workplace relations risk – specifically, existing policy non-compliance with legislative obligations following workplace relations legislative reform.

2. The supplier is available to perform the services within the immutable timeframes stipulated by the AEC (prior to the delivery of the federal election).

3. The supplier has extensive recent experience in developing and implementing workplace relations policies in an Australian Public Service context.

The risk for this procurement has been assessed as **low and is under $80,000**.

On balance, the Evaluation Panel assessed the proposal as VERY GOOD in that it met all requirements in all ways and exceeds in some.



Australian Government

Commonwealth Contract – Services

Reference ID: SRC005491

Customer

Customer Name:	Australian Electoral Commission
Customer ABN:	21 133 285 851
Address:	12 Mort Street Canberra ACT 2601

Supplier

Full Name of the Legal Entity:	Rise Coaching and HR Consulting Canberra Pty Ltd
Supplier ABN:	94 683 260 746
Address:	s 47F

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:	Monday 14 April 2025
Contract Term:	This Contract will terminate on Friday 30 May 2025
Contract Extension Option:	This Contract Term will not be extended.

C.A.2 The Requirement

The AEC is seeking services from a suitably experienced provider to support the Agency in implementing a range legislatively required workplace relations policy updates. The scope of work includes:

1. Updating the **Work Health and Safety Policy** (last updated 2018) to support employee understanding of work health and safety duties and ensure compliance with the obligations set out in the *Work Health and Safety Act 2011*, *Work Health and Safety Regulations 2011*, and relevant codes of practice.
    a. Updating existing identified work health and safety policy supporting artefacts to ensure alignment with the changes made to the work health and safety policy.
2. Updating the **Respect at Work Policy** (last updated 2020) to ensure compliance with the overarching legislative obligations in relation to workplace sexual harassment and gender-based discrimination set out in the *Work Health and Safety Act 2011*, the *Sex Discrimination Act 1984*, and the *Fair Work Act 2009*.
    a. Updating existing respect at work policy supporting artefacts to ensure alignment with the changes made to the respect at work policy.
        a. It is recognised that due to the outdated nature of these, they may not return as full documents in the same format in which they are provided.
3. Develop **Right to Disconnect** communications to AEC employees.
4. With consideration to where we are in the electoral cycle, draft **tailored communication material** to specific cohorts to advise of the policy updates, including any mandatory 'call to action' steps specific to each cohort.
5. The AEC expects there will a maximum of ten stakeholder interviews up to a maximum of 7.5 hours to meet with the policy owners or required stakeholders, in addition to the deliverables outlined.
6. The AEC expects weekly virtual check ins of no more than 30 minutes each to be included.

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

The Commonwealth expects its suppliers to conduct themselves with high standards of ethics such that they consistently act with integrity and accountability. The Commonwealth Supplier Code of Conduct (Code) outlines the Commonwealth's minimum expectations of suppliers and their subcontractors while under contract with the Commonwealth.

The Supplier must comply with Commonwealth Contract Terms [Clause C.C.23], which creates a number of obligations in connection with the Code. Without limiting the requirements in Commonwealth Contract Terms [Clause C.C.23.2b], during the term of the Contract, the Supplier must provide the information specified below (if any) to the Customer in connection with its compliance with the Code:

Further information on the Code can be found at:
https://www.finance.gov.au/government/procurement/commonwealth-supplier-code-conduct.

C.A.2(b) Standards

The Supplier must ensure that any goods and services provided under this Contract comply with all applicable Australian standards and any Australian and international standards specified in this Statement of Work. The Supplier must ensure that it obtains copies of all relevant certifications and maintains records evidencing its compliance with those standards. If requested by the Customer, the Supplier must enable the Customer, or an independent assessor, to conduct periodic audits to confirm compliance with those standards.

Web Content Accessibility

As applicable, the Supplier must ensure that any website, associated material and/or online publications (where applicable) complies with the Web Content Accessibility Guidelines available at:
https://www.w3.org/WAI/intro/wcag.

C.A.2(c) Security Requirements

None Specified

Ballot Paper Security

Not applicable

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

Prior to commencement of this Contract, the Customer's Contract Manager and the Supplier's Contract Manager will identify any potential work health and safety (WHS) issues anticipated to arise during the term of this contract and assign management of each issue identified to the party best able to manage it. For all issues assigned to the Supplier, the Supplier will provide the Customer with a WHS plan for approval and no work will commence until the plan is approved unless agreed in writing by the Customer.

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

C.A.2(e) Delivery and Acceptance

Where the Customer rejects any deliverables under Clause C.C.11 [*Delivery and Acceptance*] the Customer will specify a timeframe in which the Supplier is required to rectify deficiencies, at the Supplier's cost, so that the deliverables meet the requirements of this Contract. The Supplier must comply with any such requirement. Rectified deliverables are subject to acceptance under Clause C.C.11 [*Delivery and Acceptance*].

The Supplier will refund all payments related to the rejected deliverables unless the relevant deliverables are rectified and accepted by the Customer.

If the Supplier is unable to meet the Customer's timeframe, the Customer may terminate this Contract in accordance with Clause C.C.16 [*Termination for Cause*].

#	Milestone Description	Contact for Delivery	Delivery Location/Email	Due Date
1	Updated Work Health and Safety Policy	s 22	s 22 @aec.gov.au	11pm Sunday 27 April 2025
2	Updated Fatigue Prevention and Management Policy		@aec.gov.au	11pm Sunday 27 April 2025
3	Updated Work Health Safety Due Diligence Manual (includes the Framework)		@aec.gov.au	11pm Sunday 27 April 2025
4	Updated Work, Health, Safety and Wellbeing Statement of Commitment^		@aec.gov.au	11pm Sunday 27 April 2025
5	Updated Respect at Work Policy		@aec.gov.au	11pm Sunday 27 April 2025
6	Updated Respect at Work Policy Attachment A – Allegation Notification Process*		@aec.gov.au	11pm Sunday 27 April 2025
7	Updated Respect at Work Policy Attachment B - Allegation Notification Form*		@aec.gov.au	11pm Sunday 27 April 2025
8	Updated Respect at Work Policy Attachment C – Bullying, Discrimination and Harassment*		@aec.gov.au	11pm Sunday 27 April 2025
9	Updated Respect at Work Policy Attachment D –		@aec.gov.au	11pm Sunday 27 April 2025

	Workplace Contact Officers Role and Guidance*			
10	Updated Respect at Work Policy Attachment E – Respectful Communication – Self Assessment Tool*	s 22	s 22 @aec.gov.au	11pm Sunday 27 April 2025
11	Updated Respect at Work Policy Attachment F – How you can contribute to a respectful workplace*		@aec.gov.au	11pm Sunday 27 April 2025
12	Updated Respect at Work Policy Attachment G – Frequently Asked Questions*		@aec.gov.au	11pm Sunday 27 April 2025
13	New Right to Disconnect supporting managers checklist as associated communications		@aec.gov.au	11pm Sunday 27 April 2025
14	Tailored draft communication for Senior Executive Service Band 1 and Band 2		@aec.gov.au	11pm Sunday 27 April 2025
15	Tailored draft communication for Australian Electoral Officers		@aec.gov.au	11pm Sunday 27 April 2025
16	Tailored draft communication for Executive Level 2s		@aec.gov.au	11pm Sunday 27 April 2025
17	Tailored draft communication for All staff/officers		@aec.gov.au	11pm Sunday 27 April 2025

* It is recognised that due to the outdated nature of these, they may not return as full documents in the same format in which they are provided.

^ Will require a meeting to discuss content with an appropriate representative before drafting.

C.A.2(f) Meetings

The Supplier is required to attend meetings as follows:

Meeting Type	Position Required	Frequency	Mode	Location
Stakeholder interviews*	Principal	As required	Video conference	Virtual
30-minute stand ups	Principal	Weekly	Video conference	Virtual

** The AEC expects there will a maximum of ten stakeholder interviews up to a maximum of 7.5 hours to meet with the policy owners or required stakeholders, in addition to the deliverables outlined.*

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

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

C.A.2(h) Customer Material

All of the editable word documents of the items listed under the milestone description section at C.A.2(e) Delivery and Acceptance.

C.A.2(i) Conflicts of Interest

The Supplier has declared that it has no Conflicts of Interest relevant to the performance of its obligations under this Contract.

C.A.2(j) Public Interest Disclosure

For information about how to make a Public Interest Disclosure, please refer to the information provided on the Customer's website: https://www.aec.gov.au/About_AEC/Publications/policy/public-interest-disclosure.htm.

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

Name/Position:	Rachael Spalding
Email Address:	s 47F [redacted] @aec.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.aec.gov.au/About_AEC/Contact_the_AEC/feedback.htm.

Any complaints relating to this procurement should be referred to:

Name/Position:	Director, Strategic Sourcing
Email Address:	s 47E(d) [redacted] @aec.gov.au

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

C.A.3 Contract Price

The maximum Contract Price inclusive of GST and all taxes and charges will not exceed **$65,450.00** as set out below.

Fixed Price (including all expenses)

Due Date	Milestone Description	Total Price GST Exclusive	GST Component	Total Price GST Inclusive
11pm Sunday 27 April 2025	All milestones listed at the milestone description section at C.A.2(e) Delivery and Acceptance.	**$59,500**	**$5,950**	**$65,450**

C.A.3(a) Payment Schedule

Progress payments of the *Fixed Fees and Charges* (inclusive of any GST and all taxes and charges) will be made as follows:

Estimated Date	Milestone Description	Payment Amount
14/4/2025	On signing of contract **50%**	$32,725.00 (inc GST)
27/4/2025	On delivery of the updated policies and tailored communication materials **50%**	$32,725.00 (inc GST)

Total Fixed Price for Services $65,450 GST Inclusive

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: Director
Currently: s 22
Telephone:
Mobile:
Email Address: s 22 @aec.gov.au
Postal Address: 10-12 Mort Street
Canberra City ACT 2600

(Alternate contact is s 22 @aec.gov.au)

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

Addressee Name/Position Title:	s 22 Director
Telephone:	
Peppol ID:	0151:21133285851
Email Address:	s 22 @aec.gov.au
Postal Address:	10-12 Mort Street Canberra City ACT 2600

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

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

Name:	s 47F
Position Title:	Director
Telephone:	s 47F
Mobile:	
Email Address:	s 47F
Postal Address:	

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

Name:	As above
Position Title:	
Email Address:	
Postal Address:	

C.A.5 Specified Personnel

Position/Role	Name	Current Security Clearance Level	Percentage of Total Project Time
Director	s 47F	s 47E(d)	100%
Junior Consultant			As needed

C.A.6 Subcontractors

None Specified

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 Customer owns the Intellectual Property Rights in the Material created under this Contract.

To the extent the Supplier or a third party holds any Intellectual Property Rights in any existing Material, the Supplier hereby agrees to licence the Customer to enable the Customer to exercise full rights and interests in the Intellectual Property Rights in any Material provided under this Contract. The Supplier agrees to create, execute or sign any documents and perform all acts which may be necessary to allow the use of those rights by the Customer for any purpose.

The Customer grants to the Supplier a non-exclusive, non-transferable, irrevocable, royalty-free licence for this Contract Term to exercise the Intellectual Property Rights in the Material for the sole purpose of fulfilling its obligations under this Contract. The licence in this clause is subject to any conditions or limitations of third parties that the Customer notifies to the Supplier.

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

Pre-Existing Intellectual Property of the Supplier

Not Applicable

C.B.2 Confidential Information of the Supplier

Not Applicable

C.B.3 Payment Terms

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 Political Neutrality

The Supplier must:

a) respect the strict political neutrality of the Customer, as it relates to AEC's performance of its functions under the *Commonwealth Electoral Act 1918* (Cth), the *Referendum (Machinery Provisions) Act 1984* (Cth), *Fair Work (Registered Organisations) Act 2009* (Cth) and the *Aboriginal and Torres Strait Islander Act 2005* (Cth); and

b) not associate the Customer in any way with any political activity that it undertakes (including in relation to an election, a plebiscite or a referendum).

Where required by the Customer, the Supplier must ensure that its Specified Personnel or Subcontractor sign a declaration of political neutrality in such a form as may be Notified by the Customer.

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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

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

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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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.

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.

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.

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 *NOTE: Where relevant, this also forms part of a Contract formed under a DoSO.*
C.B.[x]	Additional Contract Terms	
C.C.[x]	Commonwealth Contract Terms	
P.C.[x]	Commonwealth Purchase Order Terms	Commonwealth Purchase Order Terms
D.A.[x]	CCS DoSO ATM	CCS Deed of Standing Offer (DoSO)
D.B.[x]	Commonwealth DoSO ATM Terms	
D.C.[x]	DoSO ATM Response Form	
D.D.[x]	CCS DoSO	
D.D.3(x)	Additional DoSO Terms	
D.E.[x]	Commonwealth DoSO Terms	
R.A.[x]	Schedule 1 - Statement of Work	CCS DoSO RFQ and Contract
R.B.[x]	Schedule 2 - Additional Contract Terms	
R.C.[x]	Schedule 3 - Supplier's Response Form	
R.D.[x]	Contract Details Schedule	

Contract Signing Page

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

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

EXECUTED as an Agreement

Signed for and on behalf of the **Commonwealth of Australia** as represented by Australian Electoral Commission **ABN** 21 133 285 851 by its duly authorised delegate in the presence of

Signature of witness

s 47F

Name of witness (***print***)

s 22

Director, ERG

11/4/25.

Signature of delegate

s 47F

Name of delegate (***print***)

RACHAEL SPALDING

Position of delegate (***print***)

FAC ERG

Date:

11 APR 25.

Executed by Rise Coaching and HR Consulting Pty Ltd **ABN** 94 683 260 746 in the presence of:

Signature of witness

s 47F

Name of witness (***print***)

s 47F

Signature of supplier

s 47F

Name of supplier (***print***)

s 47F

Date:

11 May 2025

From: s 22
To: s 47F
Cc: s 22
Subject: REQUEST FOR QUOTE: SRC005491 Workplace relations policy updates
Date: Tuesday, 1 April 2025 12:21:00 PM
Attachments: SRC005491 Statement of requirements.pdf

Dear s 47F

Please see attached Statement of Requirements to request a quote for a new procurement.

Please note the closure date of this approach to market is **5pm AEDT on Friday 4 April 2025**.

If you have any questions, please reach out to me directly.

Kind regards,
s 22

(she/her)
Director | Strategic Priorities
Enabling and Regulation Group
m: s 22 | p: s 22

From: s 47F
To: s 22
Cc: s 22
Subject: Re: REQUEST FOR QUOTE: SRC005491 Workplace relations policy updates [SEC=OFFICIAL]
Date: Tuesday, 1 April 2025 12:32:32 PM

CAUTION: This email originated from outside of the Australian Federal Government. Do not click links or open attachments unless you recognise the sender and know the content is safe.

Absolutely, thanks s 22

From: s 22 <s 22 aec.gov.au>
Date: Tuesday, 1 April 2025 at 12:31 pm
To: s 47F <s 47F risecoachingcanberra.com.au>
Cc: s 22 <s 22 aec.gov.au>
Subject: RE: REQUEST FOR QUOTE: SRC005491 Workplace relations policy updates [SEC=OFFICIAL]

Hi s 47F

Could you please hold on this momentarily while I seek further advice.

Kind regards,
s 22

(she/her)
Director | Strategic Priorities
Enabling and Regulation Group
m: s 22 | p: s 22

From: s 22
Sent: Tuesday, 1 April 2025 12:22 PM
To: s 47F <s 47F risecoachingcanberra.com.au>
Cc: s 22 <s 22 aec.gov.au>
Subject: REQUEST FOR QUOTE: SRC005491 Workplace relations policy updates

Dear s 47F

Please see attached Statement of Requirements to request a quote for a new procurement.

Please note the closure date of this approach to market is **5pm AEDT on Friday 4 April 2025**.

If you have any questions, please reach out to me directly.

Kind regards,
s 22

(she/her)
Director | Strategic Priorities

Enabling and Regulation Group
m: s 22 | p: s 22

DISCLAIMER:

If you have received this transmission in error please notify us immediately by return email and delete all copies. If this email or any attachments have been sent to you in error, that error does not constitute waiver of any confidentiality, privilege or copyright in respect of information in the email or attachments.

From: s 22
To: s 47F
Cc: s 22
Subject: FW: REQUEST FOR QUOTE: SRC005491 Workplace relations policy updates
Date: Wednesday, 2 April 2025 12:02:00 PM
Attachments: 3. Statement of requirements (A5736832) (1).docx
2. Draft contract - Workplace relations policy updates (A5726323).docx

---

Hi s 47F

Sending this to your new email.

Kind regards,
s 22

(she/her)
Director | Strategic Priorities
Enabling and Regulation Group
m: s 22 | p: s 22

From: s 22
Sent: Wednesday, 2 April 2025 12:00 PM
To: s 47F <s 47F risecoachingcanberra.com.au>
Cc: s 22 <s 22 aec.gov.au>
Subject: RE: REQUEST FOR QUOTE: SRC005491 Workplace relations policy updates

Dear s 47F

Thank you for your patience in relation to this potential new procurement. Please see attached updated statement of requirements, along with a draft contract for your consideration.

Updates from the previous version include:

1. With regards to the Respect at Work Policy attachments
    a. * It is recognised that due to the outdated nature of these, they may not return as full documents in the same format in which they are provided.

2. With regards to the number of stakeholder interviews and hours
    a. * The AEC expects there will a maximum of ten stakeholder interviews up to a maximum of 7.5 hours to meet with the policy owners or required stakeholders, in addition to the deliverables outlined.
    b. * The AEC expects weekly check ins of no more than 30 minutes each to be included.

3. With regards to the Statement of Commitment
    a. ^ Will require a meeting to discuss content with an appropriate representative before drafting.

4. ATM questions close
    a. Now 2pm AEDT Friday 4 April

5. ATM close

a. Now 11pm AEST Sunday 6 April

Kind regards,
s 22

[redacted] **(she/her)**
Director | Strategic Priorities
Enabling and Regulation Group
m: s 22 | p: s 22

From: s 22
Sent: Tuesday, 1 April 2025 12:32 PM
To: s 47F <s 47F risecoachingcanberra.com.au>
Cc: s 22 <s 22 aec.gov.au>
Subject: RE: REQUEST FOR QUOTE: SRC005491 Workplace relations policy updates

Hi s 47F

Could you please hold on this momentarily while I seek further advice.

Kind regards,
s 22

[redacted] **(she/her)**
Director | Strategic Priorities
Enabling and Regulation Group
m: s 22 | p: s 22

From: s 22
Sent: Tuesday, 1 April 2025 12:22 PM
To: s 47F <s 47F risecoachingcanberra.com.au>
Cc: s 22 <s 22 aec.gov.au>
Subject: REQUEST FOR QUOTE: SRC005491 Workplace relations policy updates

Dear s 47F

Please see attached Statement of Requirements to request a quote for a new procurement.

Please note the closure date of this approach to market is **5pm AEDT on Friday 4 April 2025**.

If you have any questions, please reach out to me directly.

Kind regards,
s 22

[redacted] **(she/her)**
Director | Strategic Priorities
Enabling and Regulation Group

m:s 22 | p:s 22

From: s 47F
To: s 22
Cc: s 47F
Subject: Question relating to RFT: Workplace relations policy updates (SRC005491)
Date: Wednesday, 2 April 2025 10:07:22 AM
Attachments: image001.png
image002.png
Importance: High

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Good morning s 22

I have the following question (below) required to inform the development of a proposal relating to Workplace relations policy updates (SRC005491) that I will be submitting to the Agency for consideration.

Question
The Statement of Requirement references interviews with Agency stakeholders (at 7.5 hours). Can you please advise me how many stakeholder interviews we will be required to undertake within this 7.5 hour period? And are these group or individual interviews?

This will help inform costings associated with meeting preparation and delivery.

Thank you very much

Kind regards

s 47F

[redacted]
Managing Director and Founder
Rise Coaching and HR Consulting Pty Ltd
E: s 47F risecoachingandhrconsulting.com.au
M: s 47F
www.risecoachingandhrconsulting.com.au

Rise
COACHING &
HR CONSULTING

From: s 22
To: s 47F
Cc: s 22
Subject: RE: PROPOSAL: SRC005491 Workplace relations policy updates
Date: Wednesday, 2 April 2025 3:31:00 PM
Attachments: image001.png
image002.png

Hi s 47F

Thank you – this email acknowledges receipt.

We expect to get back to you no later than COB Tuesday 8 April if we have any questions.

Kind regards,
s 22

(she/her)
Director | Strategic Priorities
Enabling and Regulation Group
m: s 22 | p: s 22

From: s 47F <s 47F risecoachingandhrconsulting.com.au>
Sent: Wednesday, 2 April 2025 3:13 PM
To: s 22 <s 22 aec.gov.au>
Cc: s 22 <s 22 aec.gov.au>
Subject: PROPOSAL: SRC005491 Workplace relations policy updates

CAUTION: This email originated from outside of the Australian Federal Government. Do not click links or open attachments unless you recognise the sender and know the content is safe.

Hi s 22

Thank you for the opportunity to submit a response to the request to support the Australian Electoral Commission in implementing a range of legislatively required workplace relations policy updates. Our response to the Request for Quote (SRC005491) is attached for consideration.

Also attached is the draft contract, with proposed minor changes in track for consideration.

Please do not hesitate to contact me if you need any additional information or clarification.

Kind regards

s 47F

Managing Director and Founder
Rise Coaching and HR Consulting Pty Ltd
E: s 47F risecoachingandhrconsulting.com.au
M: s 47F
www.risecoachingandhrconsulting.com.au

Rise
COACHING &
HR CONSULTING

From: s 22
To: s 47F
Cc: s 47F
Bcc: s 22
Subject: RE: Question relating to RFT: Workplace relations policy updates (SRC005491)
Date: Wednesday, 2 April 2025 12:01:00 PM
Attachments: image001.png
image002.png

Good morning s 47F

I have addressed this question in the updated statement of requirement issued moments ago.

I trust this assists, but please let me know if you need further clarification.

Kind regards,
s 22

(she/her)
Director | Strategic Priorities
Enabling and Regulation Group
m: s 22 | p: s 22

From: s 47F <s 47F risecoachingandhrconsulting.com.au>
Sent: Wednesday, 2 April 2025 10:07 AM
To: s 22 <s 22 aec.gov.au>
Cc: s 47F <s 47F risecoachingandhrconsulting.com.au>
Subject: Question relating to RFT: Workplace relations policy updates (SRC005491)
Importance: High

CAUTION: This email originated from outside of the Australian Federal Government. Do not click links or open attachments unless you recognise the sender and know the content is safe.

Good morning s 22

I have the following question (below) required to inform the development of a proposal relating to Workplace relations policy updates (SRC005491) that I will be submitting to the Agency for consideration.

Question
The Statement of Requirement references interviews with Agency stakeholders (at 7.5 hours). Can you please advise me how many stakeholder interviews we will be required to undertake within this 7.5 hour period? And are these group or individual interviews?

This will help inform costings associated with meeting preparation and delivery.

Thank you very much

Kind regards

s 47F

s 47F
Managing Director and Founder
Rise Coaching and HR Consulting Pty Ltd
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M: s 47F
www.risecoachingandhrconsulting.com.au

Rise
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HR CONSULTING

Rise

COACHING &
HR CONSULTING

2 April 2025

s 22
Director, Strategic Priorities
Australian Electoral Commission
By email: s 22 aec.gov.au

Dear Ms Slaven,

Thank you for the opportunity to submit a proposal to support the Agency in implementing a range legislatively required workplace relations policy updates (SRC005491).

Please do not hesitate to contact me to discuss any elements of the proposal.

Yours sincerely,

s 47F

s 47F

Managing Director
Rise Coaching and HR Consulting
M: s 47F
E: s 47F risecoachingandhrconsulting.com.au

Rise

COACHING &
HR CONSULTING

Consultancy Proposal: Supporting the Australian Electoral Commission in implementing a range of legislatively required workplace relations policy updates (SRC005491)

APRIL | 2025

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Project Requirements

The Australian Electoral Commission is seeking services from a suitably experienced provider to support the Agency in implementing a range of legislatively required workplace relations policy updates. The scope of work includes:

1. Updating the **Work Health and Safety Policy** (last updated 2018) to support employee understanding of work health and safety duties and ensure compliance with the obligations set out in the *Work Health and Safety Act 2011*, *Work Health and Safety Regulations 2011*, and relevant codes of practice.
a. Updating existing identified work health and safety policy supporting artefacts to ensure alignment with the changes made to the work health and safety policy.

2. Updating the **Respect at Work Policy** (last updated 2020) to ensure compliance with the overarching legislative obligations in relation to workplace sexual harassment and gender-based discrimination set out in the *Work Health and Safety Act 2011*, the *Sex Discrimination Act 1984*, and the *Fair Work Act 2009*.
a. Updating existing respect at work policy supporting artefacts to ensure alignment with the changes made to the respect at work policy.
   i. *It is recognised that due to the outdated nature of these, they may not return as full documents in the same format in which they are provided.*

3. Develop **Right to Disconnect** communications to AEC employees, including a new Right to Disconnect supporting managers checklist.

4. With consideration to the approaching federal election, draft **tailored communication material** to specific cohorts to advise of the policy updates, including any mandatory 'call to action' steps specific to each cohort.

5. Up to **10 interviews** with key policy owners and Agency stakeholders (a maximum of one day -7.5 hours) form part of requirement in addition to the deliverables outlined above.

Background

The role of the Australian Electoral Commission (AEC) is to deliver an Australian citizen's right to vote as established by the *Commonwealth Electoral Act 1918*. In fulfilling this role, the AEC maintains an impartial and independent electoral system for eligible voters through active electoral roll management, efficient delivery of polling services, and targeted education and public awareness programs. Electoral events are subject to deep scrutiny, and the expectation of the Australian community is that the AEC will consistently deliver high integrity electoral services that are trusted, reliable and high quality.

The AEC Workforce and their skillset is critical to success in meeting organisational outcomes and collectively maintains an impartial and independent electoral system for all Australian voters, as well as delivers other important electoral, education, regulatory and enabling services. The AEC workforce model is multi-tiered and complex, operating through a widely dispersed national presence, with offices across states and territories. It is comprised of a core APS workforce, an event surge workforce, statutory appointments, external engagements (labour hire, contractors and consultants) and a large temporary election workforce.

The next Federal Election will see the largest enrolment in the history of Australian Federal elections. The Agency's APS workforce must be ready and capable to deliver quality electoral events in an increasingly complex environment, while also continuing to adapt to the challenges faced by a contemporary APS. In order for the AEC to achieve this objective, the Agency must ensure it is positioned as a future-thinking and model Commonwealth employer, with legislatively compliant workplace relations policies designed to be fit for purpose and suit the requirements of a modern APS workforce.

Project Purpose

The purpose of the project is to implement a range of updates to a number of the Agency's workplace relations policies (as specifically cited in the project requirements and deliverables) in order to ensure policy compliance with relevant employment legislative frameworks. A number of tailored communications materials associated with the policy updates will also be drafted for the Agency with the key purpose of advising of the policy updates including any action required to be taken by each cohort.

Responding to the Requirement

Rise Coaching and HR Consulting is committed to helping organisations drive transformation through tailored HR policy and strategy solutions that align with organisational objectives, support employee wellbeing and are fit for purpose for contemporary Australian workplaces. Leading Australian organisations that we've proudly partnered with have seen measurable improvements in workplace compliance, culture, reduced turnover, and increased operational efficiency.

Our service offering is underpinned by extensive expertise in employment relations and our Principal, s 47F has been a trusted adviser to many organisations navigating policy change associated with law reform. s 47F has also held a range of senior leadership positions across her former roles in government where she had policy responsibility for a number of workplace relations and work health and safety legislative frameworks, including measures that formed part of the suite of workplace relations reform implemented under the most recent Australian Government.

s 47F
she hads 47F and has an exceptionally well-developed understanding of its obligations and considerations associated with the right, as well as its practical application to a contemporary APS workforce. s 47F has also held various leadership roles across both thes 47F including but not limited to measures relevant to the Respect@Work legislative changes.

s 47F alsos 47F hich required a strong technical understanding of the *Work Health and Safety Act 2011 (Cth)* and the duties and obligations set

out in the legislation. s 47F expertise is also underpinned by post graduate qualifications in Employment Relations from s 47F

Further to employment relations expertise, s 47F is also a qualified executive and s 47F , and is experienced in working with organisations to grow capability, support big change and develop effective solutions to address complex workplace challenges. s 47F has successfully helped organisations strategically navigate and communicate change associated with policy reform and updates, including through the development of bespoke communication materials targeted to different cohorts in the workplace. Her previous senior executive experience in the Australian Public Service also ensures a true understanding of the contemporary operating environment of the pubic sector and fit for purpose approach to supporting organisations and their employees to understand and navigate policy change.

Rise Coaching and HR Consulting's junior and assisting consultants also have a strong technical knowledge of APS employment legislative frameworks and experience in the development and implementation of workplace relations and work health and safety policy reflective of the obligations pursuant to the *Fair Work Act 2009* (Cth) and the *Work Health and Safety Act 2011* (Cth).

Governance and Timeframes

The consultant will work closely with the AEC through the key contact and utilise appropriate public sector systems (such as GovTeams) to access policy artefacts. The consultant understands the expedited timeframes associated with the deliverables and the importance of the Agency having compliant workplace relations policies in place prior to the delivery of the next federal election. Noting the timeframes associated with the upcoming federal election, the consultant will ensure effective time management in order to ensure delivery of the updated policies and communication materials with minimal disruption to the Agency while they are required to operate in event mode.

The principal consultant will meet weekly with the Agency for a period of up to 30 minutes, to ensure sufficient and reasonable access to the consultant and the allow for the provision of project updates as required.

Approach and Methodology

General Approach

The general approach will be collaborative and evidence based, ensuring the delivery of legislatively compliant workplace relations policies as identified by the Agency. The principal consultant will meet with key Agency internal stakeholders (for a total of 7.5 hours as stipulated in the requirement) to support the development of policy changes and tailored communication materials for the Agency.

The project will be undertaken over the following 5 phases:

1. Project planning and preparation
2. Interview planning and preparation
3. Interviews with key Agency stakeholders
4. Drafting of policy amendments and tailored communication materials
5. Delivery of amended policies and tailored communications to AEC

Detailed information about the methodology of each phase is outlined below

Breakdown of Deliverables and Timeframes

Task	Estimated days	Estimated Timeframes
Phase 1: Preparation and planning		
• Draft relevant project documentation including project plan, stand up meeting preparation and Agency communication documents. • Rise Coaching and HR Consulting meeting with AEC to discuss project planning and identification and scheduling of Agency stakeholder meetings so adequate meeting preparation can be undertaken by the consultant. • AEC to provide all policies and supporting artefacts which require update to Rise Coaching and HR Consulting in 'editable form' (such as Microsoft Word).	1.5 days	14-15 April 2025
Phase 2: Interview planning and preparation		
• Preparation for up to 10 stakeholder interviews	1.5 days	15-16 April 2025
Phase 3: Interviews with key Agency stakeholders		
• Conduct interviews with up to 10 key Agency stakeholders	1 day (7.5hrs maximum)	17 April 2025
Phase 4: Drafting of policy amendments and tailored communication materials		
• Policy updates (including supporting policy artefacts) and development of tailored communications materials.	9 days	18- 26 April 2025
Phase 5: Delivery of amended policies and tailored communications to AEC		
• Deliverables provided to Agency	1 day	27 April 2025

• Consultant to talk through deliverables with key contact as required upon delivery.		
Total	**14 Days**	

Pricing

Consulting fees: 7 days x $3500 daily rate = $24,500 7 days x $5000 daily rate (weekend and public holidays)= $35,000	$ 59,500
Total (GST exclusive)	**$ 59,500**
GST	$5950

All costs are inclusive of full involvement of Rise Coaching and HR Consulting Managing Director and principal consultant, s 47F and one additional consultant assisting.

The costs are also reflective of the expedited timeframes associated with the deliverables and the extended work hours of producing these deliverables within this timeframe noting the project commencement date of 14 April 2025 and the Agency has requested deliverables on Sunday 27 April. This short timeframe includes 14 working days (with the deliverables due on day 14) which span over weekends and a number of public holidays, including:

18 April- Good Friday (public holiday)

19 April- Easter Saturday (Easter weekend)

20 April- Easter Sunday (Easter weekend)

21 April- Easter Monday (public holiday)

25 April- Anzac day (public holiday)

26 April- Saturday (weekend)

27 April- Sunday (weekend)

The costings for this project are reflective of project work being undertaken across these days by the principal consultant and one assisting consultant.

Schedule of payments

On signing of contract	50% of fees
On delivery of the updated policies and tailored communication materials	50% of fees
Payment terms are within 14 days of the date of each invoice	

Issues relating to scope

- This proposal assumes that the AEC will:

    a) Provide the consultant with access to all AEC workplace relations polices and supporting documentation in editable form (such as Microsoft Word) in a timely manner to allow work to be undertaken expeditiously.
    b) Provide sufficient notice and advance scheduling of stakeholder interviews to allow adequate meeting preparation by the consultant.

- The consultant will draft the legislatively required amendments as stipulated by the Agency. The development of new policies and supporting artefacts not referenced in the statement of requirement fall outside the scope of this project.
- As per discussions with the Agency contact during the questions process in the development of this proposal, the consultant will not deliver an updated Right to Disconnect FAQ artefact (listed at item 13 of the statement of deliverables). Instead, the consultant will develop Right to Disconnect communications for AEC employees (in addition to a checklist for managers on the Right to Disconnect) as per the statement of requirement.

Conflict of Interest

s 47F

s 47F has and will only engage with AEC key contact s 22 in relation to this request for tender and response. Should the contract be awarded to Rise Coaching and HR Consulting, s 47F will continue to work with AEC key contact and her team as appropriate.

Compliance

Rise Coaching and HR Consulting Pty Ltd is a registered company with professional indemnity, and public liability insurances, and is registered for GST.

ACN: 683 260 746
ABN: 94 683 260 746

Please don't hesitate to contact s 47F should you wish to discuss any aspect of this proposal.

From: s 22
To: s 47F
Cc: s 22
Subject: FOR ACTION: Workplace Relations Policy Updates - Draft Contract
Date: Thursday, 10 April 2025 3:17:00 PM
Attachments: 2. Draft contract - Workplace relations policy updates.docx

---

Dear s 47F

I am pleased to offer the attached draft contract for your consideration.

Please let me know if you have any questions, otherwise, I look forward to receiving a signed copy in return.

We hope for work to commence from Monday all things going well.

Kind regards,
s 22

(she/her)
Director | Strategic Priorities
Enabling and Regulation Group
m: s 22 | p: s 22

From: s 22
To: s 47F s 22
Subject: RE: Signed Contract: Workplace Relations Policy Updates - Draft Contract [SEC=OFFICIAL]
Date: Friday, 11 April 2025 3:45:00 PM
Attachments: image001.png
image002.png
SRC005491 final joint signed.pdf

Dear s 47F

I am pleased to provide a final signed copy of the contract.

Invite for Monday incoming.

Kind regards,
s 22

(she/her)
Director | Strategic Priorities
Enabling and Regulation Group
m: s 22 | p: s 22

From: s 47F <s 47F risecoachingandhrconsulting.com.au>
Sent: Friday, 11 April 2025 1:38 PM
To: s 22 <s 22 aec.gov.au>; s 22 <s 22 aec.gov.au>
Subject: Re: Signed Contract: Workplace Relations Policy Updates - Draft Contract [SEC=OFFICIAL]

CAUTION: This email originated from outside of the Australian Federal Government. Do not click links or open attachments unless you recognise the sender and know the content is safe.

Hi s 22

Let's get in early if possible to get everything sorted

Monday 14 works well- I've cleared out the next two weeks to be available to the AEC and complete the project work so whatever time suits you best will be ok with me.

Kind regards

s 47F

Get Outlook for Mac

From: s 22 <s 22 aec.gov.au>
Date: Friday, 11 April 2025 at 1:05 pm
To: s 47F <s 47F risecoachingandhrconsulting.com.au>, s 22 <s 22 aec.gov.au>
Subject: RE: Signed Contract: Workplace Relations Policy Updates - Draft

Contract [SEC=OFFICIAL]

Excellent – thanks very much s 47F – this is now with the delegate for signature.

Pending that final signature, please let me know whether you would like to meet on Monday/Tuesday and what times might work?

Kind regards,
s 22

(she/her)
Director | Strategic Priorities
Enabling and Regulation Group
m: s 22 | p: s 22

From: s 47F <s 47F risecoachingandhrconsulting.com.au>
Sent: Friday, 11 April 2025 12:46 PM
To: s 22 <s 22 aec.gov.au>; s 22 <s 22 aec.gov.au>
Subject: Signed Contract: Workplace Relations Policy Updates - Draft Contract [SEC=OFFICIAL]

CAUTION: This email originated from outside of the Australian Federal Government. Do not click links or open attachments unless you recognise the sender and know the content is safe.

Hi s 22

Please find attached the signed contract for the work pertaining to the Agency's workplace relations policy updates.

There was one minor change at the final page of the contract- it asked for the director signature and supplier signature and omitted the witness signature/requirement. I updated accordingly and my signature has been appropriately witnessed.

I look forward to hearing back from you in regards to the contract being executed from the Agency's side. Please let me know if you need anything further at this stage.

Kind regards

s 47F

Managing Director and Founder
Rise Coaching and HR Consulting Pty Ltd
E: s 47F risecoachingandhrconsulting.com.au
M: s 47F
www.risecoachingandhrconsulting.com.au

From: s 22 <s 22 aec.gov.au>
Date: Thursday, 10 April 2025 at 4:49 pm
To: s 47F <s 47F risecoachingandhrconsulting.com.au>, s 22 <s 22 aec.gov.au>
Subject: RE: FOR ACTION: Workplace Relations Policy Updates - Draft Contract [SEC=OFFICIAL]

Hi s 47F

Thanks very much for turning this around so quickly.

I have made two changes:

1. Updated the numbering on the list of deliverables (you are correct in us deleting a row).
2. Changed s 47F contribution to 'as needed'.

Updated contract attached.

Kind regards,
s 22

(she/her)
Director | Strategic Priorities
Enabling and Regulation Group
m: s 22 | p: s 22

From: s 47F <s 47F risecoachingandhrconsulting.com.au>
Sent: Thursday, 10 April 2025 4:42 PM
To: s 22 <s 22 aec.gov.au>; s 22 <s 22 aec.gov.au>
Subject: Re: FOR ACTION: Workplace Relations Policy Updates - Draft Contract [SEC=OFFICIAL]

CAUTION: This email originated from outside of the Australian Federal Government. Do not click links or open attachments unless you recognise the sender and know the content is safe.

Good afternoon s 22

Thank you very much for sending through the draft contract for consideration- we are looking forward to partnering with the AEC to support this important work.

2 (rather minor!) matters relating to the contract that I wanted to raise prior to signing.

1. On the list of deliverables on page 5 there is no number 13. The list jumps straight from 12 to 14. It looks like this has come about from the merging of the RTD

comms and the manager checklist into one row. However, for an abundance of clarity I wanted to ensure there was not another deliverable that been unintentionally omitted that should have been at row 13 of the table.
2. The specified personnel on page as both s 47F and I at 100% - I wanted to note that s 47F is the junior consultant assisting and will be working daily on the project but is working flexibly given the period over which the contract falls (so will not be inside core business hours necessarily). As the principal, I will be fully available to the commission over the contract period for extended hours and on every calendar day between the commencement and completion. I assume this doesn't raise any issues as the principal is the only specified personnel for the purposes of the Agency meetings but again, I wanted to raise for completeness.

Don't hesitate to give me a call if you would like to discuss further.

Kind regards

s 47F

[redacted]
Managing Director and Founder
Rise Coaching and HR Consulting Pty Ltd
E: s 47F risecoachingandhrconsulting.com.au
M: s 47F
www.risecoachingandhrconsulting.com.au

Rise COACHING & HR CONSULTING

From: s 22 <s 22 aec.gov.au>
Date: Thursday, 10 April 2025 at 3:17 pm
To: s 47F <s 47F risecoachingandhrconsulting.com.au>
Cc: s 22 <s 22 aec.gov.au>
Subject: FOR ACTION: Workplace Relations Policy Updates - Draft Contract [SEC=OFFICIAL]

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We hope for work to commence from Monday all things going well.

Kind regards,
s 22

[redacted] **(she/her)**
Director | Strategic Priorities

Enabling and Regulation Group
m: s 22 | p: s 22

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