

RESPONDENT'S DECLARATION

Recitals

- A. The Department of Finance (**Finance**) is establishing a Whole-of-Australian Government (WoAG) Panel for Recruitment and Search, Labour Hire and Contractor Services (**People Panel**).
- B. The People Panel will be established through a series of coordinated procurements undertaken in phases, with each phase conducted through separate open approaches to market.
- C. The Respondent is submitting a Tender in response to the Request for Tender **FIN/PP02/22Phase2 (RFT)** for the Phase 2 of the People Panel Series – Labour Hire Services.
- D. The Respondent provides this Declaration for the benefit of Finance, the Commonwealth and other Entities.

Compliance with RFT

- 1 The Respondent undertakes to participate in the RFT in accordance with the requirements of the RFT and on the basis of its Tender. The Respondent represents that:
 - 1.1 it has examined the RFT, the Head Agreement, all documents referred to in the RFT, all other information made available to the Respondent (including any and all addenda) and all applicable legislation and policies, including those set out at paragraph 9 of the RFT
 - 1.2 it has examined all further information which is obtainable by making reasonable enquiries relevant to the risks, contingencies and other circumstances having an effect on its Tender
 - 1.3 its Tender is submitted in accordance with the RFT and the Respondent (if successful) will properly provide the Offered Services in accordance with the Head Agreement
 - 1.4 the information contained in its Tender is true and correct and the Respondent has satisfied itself as to the sufficiency of its Tender
 - 1.5 it complies with all the Conditions for Participation that apply to the RFT as stated in paragraph 8.2 of the RFT
 - 1.6 it has relied entirely on its own enquiries and has not relied on any representation, warranty or other conduct by or on behalf of Finance, except as expressly provided in the RFT or in notices received by the Respondent
 - 1.7 it has obtained independent advice, as appropriate
 - 1.8 it has not relied on any representation, letter, document or arrangement, whether oral or in writing, or other conduct as adding to or amending the RFT other than amendments made by Finance in accordance with paragraph 5.2.1 of the RFT.
- 2 The Respondent acknowledges each of the matters set out in paragraph 8.8 and 8.19.1 of the RFT.
- 3 The Respondent releases Finance and the Commonwealth from any claim it might otherwise have been able to bring against Finance or the Commonwealth, arising out of or in connection with any of the matters set out in paragraph 8.20.4 of the RFT.

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- 4 If the Respondent is a Successful Respondent, if any information provided in this Declaration changes, the Respondent undertakes to advise Finance of that change within five (5) Business Days and in any event prior to execution of a Head Agreement.

Financial Viability

- 5 The Respondent declares that:
- 5.1 it is solvent and financially capable of performing the Services on an ongoing basis
 - 5.2 no Insolvency Event has occurred and is subsisting with respect to the Respondent.

Ethical dealing

- 6 The Respondent represents that its Tender has not been prepared with:
- 6.1 the improper assistance of any Commonwealth officer or employee or the use of any information obtained unlawfully or in circumstances that constitute a breach of confidentiality or fidelity on the part of that person or a breach of section 122.4 of the Schedule to the *Criminal Code 1995* (Cth) or the *Public Service Act 1999* (Cth)
 - 6.2 information otherwise improperly obtained from Finance or any other Commonwealth entity, or from an employee, ex-employee, contractor or ex-contractor of Finance or any other Commonwealth entity.
- 7 The Respondent through its officers, employees or agents, has not attempted and will not attempt, to improperly influence any officer or employee of Finance or another Commonwealth entity in connection with the assessment of the Tender.
- 8 The Respondent represents that it has not engaged in misleading or deceptive, collusive, anti-competitive or any other unlawful or unethical conduct (including with any other Respondent or person) in relation to its Tender or the RFT process, or contravened any applicable laws or Commonwealth policies regarding the offering of inducements.

Employee entitlements

- 9 The Respondent represents that it has not had a judicial decision made against it (not including any decisions under appeal) relating to employee entitlements. Alternatively, the Respondent represents that it has satisfied any order resulting from a judicial decision made against it relating to employee entitlements and is able to meet its obligations in relation to the timely payment of employee entitlements.
- 10 The Respondent represents that, in respect of its personnel it has in place appropriate systems and processes to ensure that it is able to pay all wages, salaries, and other payments or entitlements due to its personnel in a timely manner, and comply with all applicable statutory requirements in relation to its personnel including, without limitation, in respect of superannuation, workers compensation, taxation, non-discrimination, privacy, work health and safety, leave and any other award or entitlements.

Anti-collusion requirements

- 11 The Respondent warrants that its Tender has not been prepared with any consultation, communication, contract, arrangement or understanding with any competitor, other than, and in accordance with law:

- 11.1 certain joint venture arrangements exist between the Respondent and a competitor
 - 11.2 when the Respondent and a competitor have an agreement that has been authorised by the Australian Competition and Consumer Commission
 - 11.3 when the Respondent has communicated with a competitor for the purpose of subcontracting for the provision of a portion of the Services, and provided that the communication with that competitor is limited to the information required to facilitate that particular subcontract.
- 12 The Respondent warrants that its Tender has not been prepared with any consultation, communication, contract, arrangement or understanding with any competitor regarding:
- 12.1 prices
 - 12.2 methods, factors or formulas used to calculate prices
 - 12.3 the intention or decision to submit, or not submit a Tender
 - 12.4 the submission of a Tender that is non-conforming
 - 12.5 the quality, quantity, specifications or delivery particulars of the products or services to which the RFT relates
 - 12.6 the terms of the Tender.

Confidential Information

- 13 The Respondent warrants that it and any Respondent personnel (including any subcontractors) will ensure that any Related Bodies Corporate, including officers, employees, agents and subcontractors of a Related Body Corporate or any third party that the Respondent proposes will provide services (whether directly or indirectly) to Finance or an Entity:
- 13.1 comply with paragraph 8.24 of the RFT
 - 13.2 keep confidential and not, either directly or indirectly record, or disclose to any person:
 - 13.2.1 any confidential information concerning the affairs of Finance, the Commonwealth, an Entity or any third party acquired or obtained during the course of preparing the Tender or the RFT process
 - 13.2.2 any documents, data or information provided by Finance to the Respondent is confidential or which the Respondent knows, or reasonably ought to know, is confidential.

Shadow Economy Policy

- 14 The Respondent acknowledges that it has read the guidelines provided at **Attachment J – Guidance on the Shadow Economy Procurement Connected Policy** and:
- 14.1 has attached the correct Statement of Tax Record for its organisational structure
 - 14.2 where a receipt from the Australian Taxation Office (ATO) has been submitted, requested the correct Statement of Tax Record from the ATO for its organisational structure; and
 - 14.3 the Statement of Tax Record submitted, or requested from the ATO, is for the ABN of the Respondent.

Consents

- 15** The Respondent hereby consents to and authorises Finance and its officers, employees, agents or advisers to:
- 15.1** undertake such confidential reference, probity, security, criminal history, financial, credit and regulatory investigations and procedures as Finance considers appropriate
 - 15.2** seek any financial information required for the purpose of establishing the financial viability of the Respondent.
- 16** The Respondent agrees to provide at the Respondent's expense reasonable assistance to Finance to assist it in any checking it wishes to undertake or has undertaken under the RFT or in respect of the Tender.

Notification of changes

- 17** The Respondent will, during the Tender Validity Period set out in paragraph 8.14 of the RFT, promptly notify Finance of any changes to its corporate or ownership structure, its ability to deliver the Services as proposed under the Head Agreement, or any other circumstances that alter any of the information or assurances that the Respondent has provided in its Tender, this Declaration or otherwise. The Respondent will specifically identify in detail any alterations to its Tender required by such changes.

Reliance by Finance

- 18** The Respondent acknowledges that Finance will evaluate the Tender in reliance on this Declaration. The Respondent acknowledges that Finance and other Entities may suffer loss if any of the representations, undertakings, consents or other statements in this Declaration or the Respondent's Tender are false, incomplete, misleading or deceptive.

Enforcement of Declaration

- 19** The Respondent acknowledges that the obligations in this Declaration are for the benefit of Finance, Commonwealth and other Entities and that a false or misleading Declaration may result in the Respondent having committed an offence under Division 137 of the *Criminal Code Act 1995* (Cth).