Part c: SCOPE OF SERVICES & REQUIRED INFORMATION

Loan, security, settlement & recovery services RFT

The Tenderer’s proposal must include the information requested in this Part. If the Tenderer does not wish to tender for part of the services, please note this in the Tender proposal.

If a Tenderer proposes to engage or subcontract parts of the Services (**Third Party Collaborator**), please specify which services will be carried out by the Third Party Collaborator. The Third Party Collaborator must also complete Sections 1, 3, 6, 7, 8, 9 and 10 below.

**Section 1 – Tenderer’s details**

|  |
| --- |
| **Tenderer information** |
| Organisation Name: |  |
| Trading Name: |  |
| ABN: |  |
| Registered Address: |  |
| Place of registration: |  |
| Principal office: |  |
| Web address: |  |
| CLSP | Are you currently on the Commonwealth Legal Services Panel?🞎 Yes 🞎 No |

|  |
| --- |
| **Authorised Officer’s information** |
| Name of contact person: |  |
| Position Title: |  |
| Address: |  |
| Postal Address (if different from above): |  |
| Work phone: |  |
| Mobile phone: |  |
| Email: |  |

 **Section 2 – Executive Summary by Tenderer**

Please provide a brief executive summary outlining the key benefits and your unique value proposition to IBA.

Word limit – 1,000 words

**Section 3 – Mandatory Criteria and Capabilities Statement**

Tenderer may provide its response in the column below or in a separate document, but please respond either Yes or No to each question.

|  |
| --- |
| Mandatory Criteria  |
|  | In order for the Tender’s proposal to be a complying tender, please confirm the following: |  |
|  | 1. you and your Third Party Collaborators are Australian entities
 | Yes / No |
|  | 1. you have an established office and staff in at least one of the following cities: Sydney, Brisbane or Perth
 | Yes / No |
|  | 1. you have experience in preparing and registering residential and/or business loan agreements and securities for lenders and/or recovery/enforcement work
 | Yes / No |
|  | 1. you and (where applicable) your Third Party Collaborators are PEXA registered in the states/territories that you operate in
 | Yes / No |
|  | 1. confirmation that your organisation has current insurance that complies with the Insurance Rules in Schedule 6 of the Model Participation Rules
 | Yes / No |
|  | 1. you hold current professional indemnity insurance cover that meets the requirements of the legal/professional services boards in each of the States / Territory’s that you/your Third Party Collaborator operate in.
 | Yes / No |
|  | Also, complying tenders must be:* submitted in English; and
* be accompanied by a completed and signed Tender Declaration Form (in Part E).
 |  |
|  | If your proposal does not meet **all** of the above Mandatory Criteria, then it is non-compliant and will not be assessed. |
| **Capabilities Statement**  | **Tenderer’s response**  |
| 1.
 | Capacity, Experience and Process – please provide the following information for both **Housing Solutions’** and **Business Solution’s** Scope of Services (if you are tendering for both). If you are tendering for one only, please specify which program area. Include:1. Ability to provide services nationally and across all states and territories jurisdictions (e.g. include location of office(s), number of employees).
2. List the names and office locations of any settlement agents and any other Third Party Collaborators that you may use to deliver the Services. Any third party ICT system or platform providers can be listed in Part D. Any other Third Party Collaborators (including those who may have access to IBA’s and its customers’ information) to be described here, so they may be included in IBA’s privacy impact assessment.
3. Describe knowledge and experience by your firm across Australian jurisdictions in the relevant area of law.
4. Ability to provide a centralised and dedicated team to provide Services to IBA. Include:
	1. names and levels of experience of team members who will be dedicated to IBA matters. Specify if they deal with any particular jurisdiction(s) only
	2. name and contact details of main relationship partner assigned to IBA and the solicitor/team leader supervising the team. Please specify if there is a different team lead for each State/Territory
	3. what processes you have in place to ensure Services are delivered seamlessly if team members are on leave.
5. Describe work flow process – for example, upon receiving instructions from IBA, what is your proposed practice in having documents prepared, checked, queries raised to IBA, settlement and post settlement actions.
 |  |
|  | Digital processes and tools - specify any digital tools or databases to assist with the Services. For example: 1. Does your organisation have electronic signature of documents capability, and if so, which platform or system do you use (e.g. DocuSign)?
2. Do you offer electronic verification of identity services?
 |  |
|  | Training – please specify:1. What training is given to your team members to keep them up-to-date on relevant areas of practice and law?
2. What complimentary training or updates can be regularly provided to IBA team members abreast of changes to the law and to keep the Services and processes efficient?
 |  |
|  | Other additional services – please specify any other services that you offer that may streamline the Services, assist IBA, improve customer experience, or any other value adds. For example:* client portals or dashboards to monitor matters
* short term secondment of staff to IBA
* for MIP work, assist with inspections, arranging valuations, property cleaning, rubbish removal,
* mercantile and/or auction house services – if you provide this service, please clearly specify if:

(a) you invoice this charge to IBA i.e. it falls under your contract with IBA; or (b) if the mercantile agent invoices IBA separately (in which case, we assume IBA enters into a separate contract directly with the mercantile agent).  |  |

# Section 4 – Scope of Services: Housing Solutions

* **Fee structure** - IBA seeks a **fixed fee** for the services listed in the table below. If your fees differ per State and Territory, please indicate this in your proposal.
* If a transaction goes beyond standard scope/fixed fee, specify if any extra fee is charged.
* IBA requires:
	+ notification when a matter reaches 80% of its fixed fee;
	+ any extra fees to be capped. Before the extra fee is incurred, IBA is notified of this when the matter reaches its fixed fee limit.
	+ If there are special circumstances where the fee might need to go beyond the capped amount, then IBA’s prior written consent is required before being incurred.
* As IBA is a not-for-profit, it encourages Tenderers to consider IBA’s need for value for money when considering their pricing

*Tenderer may provide its fee structure and comments in a separate document but please break down fees in the following categories. If any fee increases are proposed during the 5 year term, please specify.*

|  | HOUSING SOLUTIONS - Description of Service  | Tenderer’s fee and commentsPlease indicate if GST incl or excl | Tenderer’s turnaround time (from date of receiving instruction to issue)  |
| --- | --- | --- | --- |
| **Verification of Identity**  |  |
| 1. | Please describe how you anticipate VOI of IBA’s customers for PEXA purposes will be carried out (e.g. by you, IBA or Australia Post). If you provide a VOI service, please describe the platform/process you use and any fees charged for this service.  |  | N/A |
| **Loan Origination –** assume you will use IBA’s template documents  |  |
| 1.
 | Residential home loan origination - includes:1. creation of loan documents on loan origination, including IBA standard-form loan documents, shared equity agreements, NHFIC First Home Buyer Guarantee forms, First Home Owner Grant forms and the drafting of special conditions into IBA standard-form loan documents;
2. issuing loan documents, including cover letter, directly to borrowers, and following up with borrower to return signed documents to service provider (either electronically or hard copies)

**Assumption**: assume -* IBA staff will provide names and contact details of its customers to Tenderer, and Tenderer prepares and issues documents directly to the borrower (with electronic copy sent to IBA). Tenderer to indicate if it has digital signing tools to allow for electronic signing, and if so, specify the solution (e.g. DocuSign, Adobe).
* Borrower contacts IBA direct with any queries about loan documentation, and not the Tenderer
 |  |  |
| **Security Origination & Settlements -** assume you will use IBA’s template security and third party security documents (e.g. guarantees, NHFIC forms)  |
|  | Residential home security origination - includes:1. creation of security documents, including 1st or 2nd mortgages, payment guarantees from individuals, deeds of priority, corporations or banks, general and specific security agreements, split loan agreements
2. coordinating joint funding arrangements including the preparation and execution of priority agreements/guarantees where required
3. organising and attending property settlements to give effect to IBA’s security interests, in person or via PEXA (as the case may be)
4. registration of mortgage interests with various state and territory land titles registries
5. preparation of ancillary documents (as advised by IBA from time to time), such as Authority to Complete/Pay; Direct Debit form
6. assisting IBA in updating loan and security documents consistent with IBA policies, better lending practices and keeping in line with the evolution of the law
 |  |  |
| Note 1: Loan and security origination includes a small but growing portfolio of loans secured over leasehold property in the Northern Territory and Queensland subject to the *Aboriginal Land Rights (Northern Territory) Act 1976* and *Aboriginal Land Act 1991* respectively. If this changes your fees to the above, please indicate in your proposal.  |
|  | Variations, releases and discharges – includes: 1. drafting variations and registering title amendments on changes to the parties of the loan, addition or removal of borrowers/guarantors, title changes, etc.
2. preparation of release / discharge of mortgage documents
3. arrange and effect settlement of mortgage discharges, either in person or via PEXA.
 |  |  |
|  | Property Settlement Services as Mortgagee in Possession – includes:1. creation of contracts of sale for land
2. conducting relevant land title searches as part of property transaction due diligence, and any necessary company and PPSR searches
3. arranging execution of contract by IBA and attending to exchange
4. liaising with buyer’s conveyancer/solicitor and attending to transfer documentation
5. up to two extensions for finance and building & pest inspections;
6. drafting Declaration of ongoing default
7. collating and reviewing settlement documents
8. attending to settlement (in person or via PEXA, as the case may be) and transfer of funds as directed by IBA

Assumptions – * a full written summary of the terms of the contract
* contract completes within 6 months of exchange
* contract is not varied after exchange
* there are no undue delays to settlement
* no unforeseen circumstances arise e.g. disputes
 |  |  |
|  | Additional items - * Termination of contract due to finance or building & pest inspections (includes communications between Tenderer, IBA, real estate agency and purchaser)
* Settlement extension that requires new settlement statements and figures (water, rates) from Council
* Settlement cancellation fees (if security documents have been prepared and settlement booked)
 |  |  |
|  | Periodic assistance and training (e.g. once a year) to IBA for matters such as: * recommendations regarding updating loan and security documents to keep consistent with IBA policies, any changes in the law or better lending practices;
* training to IBA regarding changes in law or practice;
* refreshers on relevant practice areas e.g. obligations on IBA as MIP
 |  |  |
| **Recoveries and enforcement services** |  |
|  | Letters of Demand* Prepare, issue and send by post & email letters of demand to borrowers and guarantors
* Prepare, issue and serve statutory and power of sale notices by post/email

for up to 2 borrowers, 2 security properties, 2 loans and 2 guarantors |  |  |
|  | Commencing legal proceedings (undefended) * Prepare and file serve originating process for recovery of debt and/or possession (for up to 2 borrowers, 2 security properties)
* Coordinating service of the originating process for recovery of debt and/or possession with the process serving agent –
	+ for one defendant
	+ for two defendants and/or occupiers
 |  |  |
|  | Default Judgment * Prepare documents and filing for default judgment on basis of no hearing necessary (for up to 2 borrowers, 2 security properties)
* Arranging service of the default judgement -
	+ for one defendant
	+ for two defendants and/or occupiers
* Prepare documents and filing for attending hearing seeking order per appearance (for up to 2 borrowers, 2 security properties)
 |  |  |
|  | Notice to Vacate* Prepare notice to vacate to the tenant and property manager
 |  |  |
|  | Judgment Enforcement – Writ of Possession * Coordinating occupancy check before Writ of Possession with process agent
* Prepare, file and lodge Writ for Possession documents (for up to 2 borrowers, 2 security properties)
 |  |  |
|  | Monitoring Possession * Applies at point of instructing property presenter to attend eviction/lock-up
* Includes communication with IBA, baliff and appointed property presenter
* Applies to each security property
* Includes any instructions to stay eviction
* Excludes any re-instruction following a stay
 |  |  |
|  | Vacant possession * Communication to IBA – confirming property in order for vacant possession to be obtained (per property)
 |  |  |
|  | Substituted Service * Prepare and file an Application for Substituted Service and supporting material (on basis the application is decided on the papers)
* Attending to service of the proceedings in accordance with any order made for substituted service, which is likely to be inclusive of:
	+ Letter to defendant servicing documents
	+ Coordinating service with process server
	+ Email or text message to defendant
	+ Drafting affidavit of service
 |  |  |
|  | Letter of Forbearance* Prepare letter to borrower setting out terms of forbearance arrangement, providing draft to IBA for approval and issuing letter to borrower –
	+ for one borrower
	+ for two borrowers
* Any follow up or variation to terms
 |  |  |
|  | Deed of Foreclosure* Prepare and issue letter to borrower with deed of foreclosure and certificates
* Liaise with borrower/borrower’s solicitor regarding execution of deed
* Prepare transfer and related forms, arrange stamping, filing and registration
 |  |  |
|  | Monitoring matters in abeyance * Regular check-ins with IBA for updates on status of matters in abeyance
 |  |  |
|  | Notice of Discontinuance* Prepare and file Notice of Discontinuance
 |  |  |
| **Additional Notices** - if there are additional borrowers/guarantors/security properties that are not included in the fees for the procedures in items 5 to 16 above, please state the fees for additional notices for:  |
|  | Additional statutory notice – applies to each of the following circumstances:* 3rd and subsequent security properties in all states (including cross border)
* 3rd and subsequent borrowers
* Per guarantor (if not also a borrower)
* 3rd and subsequent loan accounts
* Per caveator / additional mortgagee
* Trustee in bankruptcy
* Deceased estate
 |  |  |
|  | Additional originating process – applies to each of the following circumstances:* 3rd and subsequent security properties in all states (including cross border)
* 3rd and subsequent borrowers
* 3rd and subsequent loan accounts
* Per guarantor (if not also a borrower)
* If borrower/mortgagor are bankrupt or insolvent
* If borrower/mortgagor are deceased
 |  |  |
|  | Additional default judgment - applies to each of the following circumstances:* 3rd and subsequent security properties in all states (including cross border)
* 3rd and subsequent borrowers
* 3rd and subsequent loan accounts
* Per guarantor (if not also a borrower)
 |  |  |
|  | Additional writ for possession - applies to each of the following circumstances:* 3rd and subsequent security properties in all states (including cross border)
* 3rd and subsequent borrowers
* 3rd and subsequent loan accounts
* Per guarantor (if not also a borrower)
 |  |  |
|  | Additional discharge – applies to 3rd and subsequent security properties at the same settlement  |  |  |
|  | Additional – attendance external settlement (in person)  |  |  |
| **Meetings between Tenderer and IBA** |
|  | **Operational** – IBA and Tenderer’s operational staff to discuss matters, transactions, issues as they arise, and monitoring progress on BAU matters  | IBA expects these to be included in the fixed fee | As the need arises e.g. daily, weekly, fortnightly, monthly  |
|  | **Feedback sessions** – relationship managers from IBA and Tenderer to ‘check in’ and discuss Service Standards and Performance Measures, as outlined in Schedule 2 of the draft MSA in Part H. These measures will be used to assist managing the relationship between IBA and successful Tenderer.  | No fee | Six monthly |
| **Additional matters** – attending to non routine matters relating to: | Please provide fixed or capped fees on a per-instance basis. If not possible, please provide hourly and/or daily rate |
|  | Bankruptcy issues  |  |  |
|  | Guarantor issues |  |  |
|  | Caveat issues – including preparation, registration, withdrawal |  |  |
|  | Title issues |  |  |
|  | Family law issues |  |  |
|  | Deceased Estate issues |  |  |
|  | Tenancy issues |  |  |
|  | Re-issue expired Writ |  |  |
|  | Re-issue Warrant for Possession (within first year of issue) |  |  |
|  | GST issues – requiring further investigation rather than standard process  |  |  |
|  | Surplus Funds issues |  |  |
|  | Monitor customer sale |  |  |
|  | Monitor Arrangement  |  |  |
|  | Superannuation Release Application  |  |  |
|  | Dealing with abandoned goods  |  |  |
|  | Ad hoc advice or additional activities as required by IBA |  |  |

# Section 5 – Scope of Services: Business Solutions

* **Fee structure** - IBA seeks a **fixed fee** for the services listed in the table below. If your fees differ per State and Territory, please indicate this in your proposal.
* IBA requires:
	+ notification when a matter reaches 80% of its fixed fee;
	+ any extra fees to be capped. Before the extra fee is incurred, IBA is notified of this when the matter reaches its fixed fee limit.
	+ If there are special circumstances where the fee might need to go beyond the capped amount, then IBA’s prior written consent is required before being incurred.
* As IBA is a not-for-profit, it encourages Tenderers to consider IBA’s need for value for money when considering their pricing
* **Assumptions** –
	+ IBA staff will provide names and contact details of its customers to Tenderer, and Tenderer prepares and issues documents directly to the borrower (with electronic copy sent to IBA). Tenderer to indicate if it has digital signing tools to allow for electronic signing, and if so, specify the solution (e.g. DocuSign, Adobe)
	+ Borrower contacts IBA direct with any queries about loan documentation, and not the Tenderer

*Tenderer may provide its fee structure and comments in a separate document but please break down fees in the following categories*

|  | BUSINESS SOLUTIONS - Description of Service  | Tenderer’s fee and commentsPlease indicate if GST incl or excl | Tenderer’s turnaround time (from date of receiving instruction to issue) |
| --- | --- | --- | --- |
| **Verification of identity** |
| 1. | Please describe how you anticipate VOI of IBA’s customers for PEXA purposes will be carried out (e.g. by you, IBA or Australia Post).If you provide a VOI service, please describe the platform/process you use |  | N/A |
| **Loan & security origination and transactional services** |
| 1.
 | **Ad hoc basis** - Business loan and security origination - includes:1. creation of loan documents on loan origination
2. drafting special conditions into IBA standard-form loan or financing documents
3. creation of General Security Agreements and Specific Security Agreements, set off agreements
4. creation of 1st or 2nd Mortgages (up to 10 titles)
5. creation of Guarantee and Indemnity – per entity/individual
6. creation of Priority Deed, or if a third party’s document review and negotiation of the Priority Deed
7. creation of Tripartite agreements
8. coordinating joint funding arrangements
9. organising and attending property settlements, in person or via PEXA (as the case may be)
10. preparation of ancillary documents (as advised by IBA from time to time), such as:
* Authority or Direction to Complete/Pay
* Direct Debit form
* Verification certificate
* Independent legal advice by guarantor
* Waiver certificate by borrower/guarantor
1. assisting IBA in updating loan and security documents consistent with IBA policies, better lending practices and keeping in line with the evolution of the law

Loan, mortgage and third party security documents (e.g. guarantees and indemnities) will be IBA templates. |  |  |
|  | Organising and attending settlements on lending transactions on behalf of IBA as lender, in person or via PEXA (as the case may be), and registering securities  |  |  |
|  | **Ad hoc basis** - Variations and releases – includes: 1. Drafting variations and registering title amendments on changes to the parties of the loan, addition or removal of guarantors, etc
2. preparation of release / discharge of mortgage documents
3. arrange and effect settlement of mortgage discharges, either in person or via PEXA
 |  |  |
|  | **Ad hoc basis** - Trusts 1. Review and provide report on Trust deed (per trust)
2. Prepare variation or supplement to trust deed
 |  |  |
|  | Transactional matters1. Review contract for sale of business
2. Review contract for sale of land
3. Review company, PPSR and Equifax searches, and land title searches (if necessary)
4. attending to exchange (if necessary)
5. liaising with IBA’s customer’s solicitor and review of transfer and settlement documentation
6. assisting with transfer of funds if directed by IBA
7. attending to exchange (if necessary)

*Note: this assumes IBA customer has its own lawyer* |  |  |
|  | Franchise agreements – assisting IBA in the review of any franchise agreements (in addition to any review of purchase of business contract, as per above) includes:1. Review of franchise agreements
2. Review any lease or licence of land
3. conducting relevant land title searches as part of leasing arrangements
4. review, creation and negotiation of any right of entry document allowing IBA rights of entry to inspect or remove property
5. collating and reviewing settlement documents
6. attending to settlement and transfer of funds as directed by IBA
 |  |  |
|  | Registration and stamping 1. registration of mortgages, variations and discharges at various state and territory land titles registries (per document)
2. registration of PPSR interests (per document)
3. Assessment of stamping position (per State and Territory)
4. Assessment of stamping position (if multiple States & Territories)
5. Attending to stamping (per document)
6. Preparation and registration of caveat
 |  |  |
|  | Trust funds held for settlement services For a short period at the end of the financial year and calendar year, IBA’s system is offline. IBA’s funds are held on trust with Service provider to enable loan settlements to occur during these periods. 1. Can Tenderer provide this service?

Is there a fee for this service? |  |  |
| **Recoveries and Enforcement Services**  |
|  | Standard Debt Recovery Services – includes:1. creation of letters of demand pursuant to debts owed to IBA (per borrower and related guarantor)
2. creation and serving Notice of Payment Arrangements or other such notices to borrower/guarantor notifying them of recovery action
3. producing a statement of claim pursuant to the commencement of litigation for the recovery of debts
4. undertaking litigation on behalf of IBA for the recovery of debts, including seeking default judgment, preparation of evidence briefs and briefing counsel
5. assisting IBA in debtor bankruptcy proceedings, including the filing of claims and proof of debt
6. assisting IBA in enforcement of judgments, including after the issuance of a warrant of execution e.g. follow up work when instructed by IBA
7. applying for extension of warrant of execution
 |  |  |
|  | Bankruptcy 1. Prepare, file and serve Bankruptcy Notice (per notice/debtor)
2. Prepare, file and serve Creditor’s Petition (per petition/debtor)
3. Attend hearing of Creditor’s Petition including preparation of all necessary affidavits of debt and search
 |  |  |
|  | Winding up 1. Prepare and serve statutory demand (with judgment or order)
2. Prepare and serve statutory demand (with affidavit in support – no judgment or order)
3. Prepare, file and serve originating process and attend to all necessary advertising and lodgement with ASIC
4. Attend hearing of Winding Up Petition including preparation of all necessary supporting affidavits
 |  |  |
|  | PPSA enforcement 1. Issue notice of demand for delivery up of collateral. Assume –
	1. Collateral with value up to $500,000
	2. One notice per borrower and collateral item
	3. Review security instrument and advice on perfection issues to be included
2. Instructing mercantile agent in relation to seizure of collateral. Assume –
	1. Collateral with value up to $500,000
	2. Includes liaising with mercantile agent, but does not include mercantile agent’s fees
3. Instructing sales agent in relation to sale of collateral. Assume –
	1. Collateral with value up to $500,000
	2. Includes liaising with sales agent, and reporting
4. For all work in relation to collateral with a value of more than $500,000, provide hourly rates or fixed fees according to value
 |  |  |
|  | Other security enforcement services – includes:1. exercising a power of sale under a mortgage, guarantee or security, including drafting and providing notice of the default notice, ensuring compliance with all statutory notice requirements, and drafting the contract of sale
2. preparing court documents in seeking to obtain possession or to resist an application for a stay on possession
3. assisting IBA in all other litigation with respect to the enforcement of security interests, including matters of priority
 |  |  |
|  | Credit Recovery Advisory Services – if not covered above, assist IBA with matters relating to:1. drafting and use of rights of entry
2. potential methods of sale available to IBA under its security arrangements or successful court judgments
3. priority, including negotiating arrangements between existing creditors
4. bankrupt estates
5. actions available under the *Corporations Act 2001*
6. goods and services tax liability in enforcement and sale of securities
7. duties and obligations under the law of equity and the Corporations Act 2001 on a ‘controller’ or mortgagee in possession
8. the rights and obligations of a body corporate, including in relation to the sale of property, as well as the enforcement of mortgagee in possession rights
9. property valuation and discharging obligations of good faith in the sale of secured collateral
10. the application of Competition and Consumer Act 2010 and the *National Consumer Credit Protection Act 2009* to IBA and its activities in the recovery of debts
11. deceased estate, particularly in relation to obtaining payment of debts owed
12. other matters affecting credit recovery generally, including matters of jurisdiction, the operation of equitable remedies on credit recovery, and other matters
 |  |  |
|  | Assisting IBA where customer is in default and third parties are taking action against customer (e.g. assets being sold) – includes: 1. review of asset sale agreements and/or sale of business agreements
2. conducting relevant searches as part of transaction due diligence, including company and PPSR searches
3. liaising with customer’s solicitor and attending to any transfer or settlement documentation
4. attending to settlement and transfer of funds as directed by IBA
5. any other settlement services required to give effect to the transfer of asset / business

*Note: this assumes the contracts for sale are prepared by customer’s or third party’s solicitor* |  |  |
| **Meetings between Tenderer and IBA** |
|  | **Operational** – IBA and Tenderer’s operational staff to discuss matters, transactions, issues as they arise, and monitoring progress on BAU matters  | IBA expects these to be included in the fixed fee | As the need arises e.g. daily, weekly, fortnightly, monthly  |
|  | **Feedback sessions** – relationship managers from IBA and Tenderer to ‘check in’ and discuss Service Standards and Performance Measures, as outlined in Schedule 2 of the draft MSA in Part H. These measures will be used to assist managing the relationship between IBA and successful Tenderer.  | No fee | Six monthly |
| **Other services** |
|  | Negotiated Agreement services:1. deeds of debt acknowledgement and associated undertakings to pay
2. settlement of voluntary security sales
 |  |  |
|  | Ad hoc advice or additional activities as required by IBA |  |  |

**Section 6 – References**

Please provide contact names and details for three client references and examples where the Tenderer currently provides similar services to IBA’s requirements. The Tenderer expressly gives consent for IBA to contact the referees.

|  |
| --- |
| **Reference 1** |
| Organisation name: |  |
| Name of contact person: |  |
| Position Title: |  |
| Work phone: |  |
| Mobile phone: |  |
| Email: |  |
| Services provided to Referee, including location |  |

|  |
| --- |
| **Reference 2** |
| Organisation name: |  |
| Name of contact person: |  |
| Position Title: |  |
| Work phone: |  |
| Mobile phone: |  |
| Email: |  |
| Services provided to Referee, including location |  |

|  |
| --- |
| **Reference 3** |
| Organisation name: |  |
| Name of contact person: |  |
| Position Title: |  |
| Work phone: |  |
| Mobile phone: |  |
| Email: |  |
| Services provided to Referee, including location |  |

**Section 7 – Insurance cover details**

Please provide details of the insurance currently held by the Tenderer.

|  |
| --- |
| Professional indemnity(Note: a minimum of $20 million in respect to any one claim and in the aggregate will be required) |
| **Insurance company** |  | **Policy number** |  |
| **Amount $** |  | **Expiry date** |  |

|  |
| --- |
| General liability – including public and product liability(Note: a minimum of $20 million in respect to any one claim and in the aggregate will be required) |
| **Insurance company** |  | **Policy number** |  |
| **Amount $** |  | **Expiry date** |  |

|  |
| --- |
| Cyber Liability & Privacy Protection(Note: a minimum of $10 million in respect to any one claim and in the aggregate will be required) |
| **Insurance company** |  | **Policy number** |  |
| **Amount $** |  | **Expiry date** |  |

|  |
| --- |
| Work cover |
| **Insurance company** |  | **Policy number** |  |
| **Expiry date** |  |

**Section 8 – Indigenous advancement and Commonwealth Legal Services Direction**

## 8.1 Indigenous advancement strategies

As part of IBA’s competitive procurement process, IBA’s Legal Team gives weighting to the reconciliation and Indigenous advancement strategies of our suppliers. Please provide some information about your firm’s initiatives to support local Indigenous people and communities, such as, whether your firm:

1. has a Reconciliation Cction Plan (**RAP**). If so, please provide a copy of it and advise your progress of the RAP
2. carries out pro-bono work to support Aboriginal and Torres Strait Islander people and their communities.

## 8.2 Commonwealth Legal Services Direction

IBA is required under the Commonwealth Legal Services Directions to take the following matters into account in choosing external legal services providers.

Please include in your Tender response, answers to the following queries:

1. the amount and kind of pro-bono legal work your firm undertakes each financial year; and
2. whether your firm has signed up to the National Pro Bono Aspirational Target of the Australian Pro Bono Centre.

## 8.3 Cultural training

IBA is committed to an inclusive organisational culture and promotes the importance of cultural capability. Please outline your ability and commitment to provide cultural awareness training to your staff who work on IBA matters.

**Section 9 – Conflicts of interest**

Please respond:

1. Do you (or your Third Party Collaborator) have any potential, perceived or actual Conflict of Interest in relation to this Tender and/or the provision of the Services?
2. If your answer to the above is ‘Yes’, how do you propose to manage the Conflict of Interest?

‘Conflict of Interest’ is where you are in a position or there is a matter, circumstance or interest affecting you which is, or could be, or appear to give you a personal advantage or bias in this Tender and/or impair your ability to provide the Services diligently and independently.

**Section 10 – Disputes, arbitration and regulatory breaches**

In the Tender, please advise:

1. Has the Tenderer or its related entities (including their directors or managers) have any previous, ongoing or threatened disputes, litigation or arbitration? Please provide details.
2. Has the Tenderer or its Related Entities (including their directors or managers) been subject to any notifications, actions or proceedings by a regulatory, disciplinary or government body? Please provide details.