

# **REQUEST FOR TENDER, PART B**

(including tender response schedule)

RFT 5-22 Request for Tender in Relation to the ACARA Corporate Channel Design

Australian Curriculum, Assessment and Reporting Authority ABN 54 735 928 084

# OFFICIAL

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1.	Introduction

#### 1.1. Invitation to Tender

- 1.1.1. ACARA invites Tenders for the provision of education assessment services in accordance with this Request for Tender (RFT).
- 1.1.2. A summary of ACARA and the requirement for the Services is set out in Schedule 2.

## 1.2. Key terms

1.2.1. The following table sets out the details of some key terms used in this RFT:

ACARA the Australian Curriculum, Assessment and Reporting

Authority

Closing Time 3pm 10 August 2022 (Sydney Time)

Contact Officer Adam Larkins

Level 13, 280 Elizabeth Street, Sydney NSW 2000

Email: Adam.Larkins@acara.edu.au / procurement@acara.edu.au

Deadline for Submission of Tenderers' Questions 3pm 3 August 2022 (Sydney Time)

**Draft Contract** the document set out in Part A Draft Contract

Offer Period six months from the Closing Time
Services the services set out in Schedule 2

**Tender** any Tender submitted in response to this RFT

Tender Box By email:

Private and Confidential

**RFT 5-22** 

RFT ACARA Corporate Channel Design

Adam Larkins

Adam.Larkins@acara.edu.au, with a carbon copy (cc) to

procurement@acara.edu.au

**Tender Details** The name of this Tender is "Request for Tender No. RFT

5-22 ACARA Corporate Channel Design

Tender Response Forms the Tender Response Forms set out in Schedule 1

**Tenderer** any entity which submits a Tender or, where the context

requires, is proposing to submit a Tender

#### 1.3. Form of contract

1.3.1. ACARA proposes to enter into a contract with a successful Tenderer or Tenderers substantially in the form of the Draft Contract.

# 1.4. Governing law

1.4.1. This RFT is to be construed in accordance with, and any matter related to it is to be governed by, the law of the New South Wales. The courts of that State have non-exclusive jurisdiction to decide any matter related to this RFT.

# 2. Lodging Tenders

# 2.1. Location of email Tender Box and Tender Closing Time

- 2.1.1. Tenders must be lodged at the email Tender Box on or before the Closing Time.
- 2.1.2. ACARA may extend the Closing Time and will issue an addendum notifying any decision to extend.

#### 2.2. Electronic lodgement

- 2.2.1. The time displayed on ACARA's email system as the time the Tender is received by ACARA is deemed to be the correct time and will be the means by which ACARA will determine whether a Tender has been lodged by the Closing Time. Tenderers will be issued with a receipt with the date and time that the Tender was submitted.
- 2.2.2. The judgement of ACARA as to the time a Tender has been lodged will be final.
- 2.2.3. In submitting their Tenders electronically, Tenderers warrant that they have taken reasonable steps to ensure that Tender response files are free of viruses, worms or other disabling features which may affect ACARA's computing environment. Tenders found to contain viruses, worms or other disabling features will be excluded from the evaluation process.
- 2.2.4. Tenderers should lodge their Tender in accordance with the requirements set out in this paragraph 2.2 for file format/s and file sizes. Failure to comply with any or all of these requirements may result in the Tender not transmitting successfully. A Tender that has not transmitted successfully before the Closing Time will be considered a late tender.
- 2.2.5. ACARA will accept Tenders lodged in a format compatible with Microsoft Office (including PDF files).

# 2.2.6. Tender files:

- a. should not exceed 10 megabytes in total;
- should not exceed 100 pages in total; and
- c. may be zipped (compressed).
- 2.2.7. Tenders should be completely self-contained. No hyperlinked or other material may be incorporated by reference.

- 2.2.8. Scanned images of signed and/or initialled pages within the Tender are permitted so long as the total Tender file size does not exceed the 10 megabyte limit.
- 2.2.9. In the event that clarification of a lodged Tender is required, Tenderers may be required to courier or security post the originals of the signature and/or initialled pages to ACARA addressed to the Contact Officer.

# 2.3. Late lodgement policy

- 2.3.1. Any Tender (including a Tender already received by ACARA at a point other than the nominated Tender Box) will be deemed to be late if it is not lodged in accordance with paragraph 2.1.
- 2.3.2. Late Tenders will not be admitted to evaluation.

#### 3. Additional information and variations to the RFT documentation

#### 3.1. RFT documentation

- 3.1.1. The RFT documentation consists of:
  - a. Part A Draft Contract
  - b. Part B Request for Tender
- 3.1.2. Tenderers should obtain Parts A and B of the RFT documentation from ACARA's website (http://www.acara.edu.au/tenders/tenders/html).

# 3.2. Registering interest to tender

- 3.2.1. Tenderers should email the Contact Officer to register their interest to submit a Tender in order to be able to directly receive any addenda to the RFT documentation.
- 3.2.2. Tenderers should also regularly check the ACARA website specified in paragraph 3.1.2 for any addenda or answers to Tenderer questions.

# 3.3. Requests for Additional Information

- 3.3.1. Requests for further information in relation to this RFT must be emailed to the Contact Officer by the Deadline for Submission of Tenderers' Questions.
- 3.3.2. Subject to paragraph 6.5, the only point of contact for all matters relating to this RFT and the RFT process is the Contact Officer.
- 3.3.3. ACARA will determine what, if any, response should be given to a Tenderer question. ACARA may circulate Tenderer questions and ACARA's response to those questions to all other Tenderers without disclosing the source of the questions or revealing any confidential information of a Tenderer. Tenderers should identify in their question what, if any, information in the question the Tenderers consider is confidential. Inappropriate identification of information as confidential will be considered by ACARA when determining what, if any, response will be given.

3.3.4. If a Tenderer believes it has found a discrepancy, error, ambiguity, inconsistency or omission in this RFT or any other information given or made available by ACARA, the Tenderer should promptly notify the Contact Officer setting out the error in sufficient detail so that ACARA may take the corrective action, if any, it considers appropriate.

#### 3.4. Variation of the RFT

3.4.1. ACARA may amend this RFT or the RFT process at any time. If ACARA does so prior to the Closing Time, ACARA will issue a formal addendum to the RFT on the ACARA website specified in paragraph 3.1.2.

#### 3.5. Errors & alterations

- 3.5.1. Tenderers should ensure that any errors or alterations made to a Tender are clearly identified and, where appropriate, initialled. Any alteration or erasure made to a Tender that is not clearly identified may result in the Tender being excluded from consideration.
- 3.5.2. Tenders in which prices are not clearly and legibly stated may be excluded from consideration.
- 3.5.3. If ACARA considers that there are unintentional errors of form in a Tender, ACARA may request the Tenderer to correct or clarify the error, but will not permit any material alteration or addition to the Tender.

# 4. Information management

#### 4.1. ACARA's confidential information

- 4.1.1. Tenderers must not, and must ensure that their employees, agents or subcontractors do not, either directly or indirectly record, divulge or communicate to any person any confidential information concerning the affairs of ACARA, the Commonwealth or a third party acquired or obtained in the course of preparing a Tender, or any documents, data or information provided by ACARA and which ACARA indicates to Tenderers is confidential or which Tenderers know or ought reasonably to know is confidential.
- 4.1.2. ACARA may require that all written information (whether confidential or otherwise and without regard to the type of media on which such information was provided to Tenderers) provided to Tenderers (and all copies of such information made by Tenderers) be:
  - a. returned to ACARA in which case Tenderers will be required to promptly return all such information to the address identified by ACARA; or
  - destroyed by Tenderers in which case Tenderers will be required to promptly destroy all such information and provide ACARA with written certification that the information has been destroyed.
- 4.1.3. ACARA may exclude from further consideration any Tender lodged by a Tenderer who has engaged in any behaviour contrary to paragraph 4.1.

#### 4.2. Tenderer's confidential information

- 4.2.1. Subject to paragraphs 4.2.2 and 4.2.3, ACARA will treat as confidential all Tenders submitted by Tenderers in connection with this RFT.
- 4.2.2. ACARA will not be taken to have breached any obligation to keep information provided by Tenderers confidential to the extent that the information:
  - a. is disclosed by ACARA to its advisers, officers, employees or subcontractors solely in order to conduct the RFT process or to prepare and manage any resultant contract;
  - b. is disclosed to ACARA's internal management personnel, solely to enable effective management or auditing of the RFT process;
  - c. is disclosed by ACARA to the responsible Minister;
  - d. is disclosed by ACARA in response to a request by a House or a Committee of the Parliament of the Commonwealth of Australia;
  - e. is shared by ACARA within ACARA's organisation, or with another Commonwealth agency, where this serves the Commonwealth's legitimate interests;
  - f. is authorised or required by law to be disclosed; or
  - g. is in the public domain otherwise than due to a breach of the relevant obligations of confidentiality.

Tenderers should also refer to paragraphs 5.3.1.b to d.

- 4.2.3. Once a contract is entered into with the successful Tenderer, the successful Tenderer's Tender will not necessarily be treated as confidential. Tenderers should clearly identify in their Tender response the information that they consider should be protected as confidential information should a contract be entered into with them. ACARA will only consider a request for confidentiality where:
  - a. the information to be protected is identified in specific rather than global terms;
  - b. the information is by its nature confidential; and
  - c. disclosure would cause detriment to the parties concerned.
- 4.2.4. ACARA will only keep information contained in, or obtained or generated in performing, any contract entered into with the successful Tenderer confidential in accordance with the terms of the Draft Contract. Tenderers should include in Attachment 8: Statement of Compliance with Contract in Schedule 1 any request for such information to be treated as confidential following the award of contract to it.

#### 4.3. Use of Tender documents

4.3.1. All Tenders become the property of ACARA upon submission.

- 4.3.2. Notwithstanding paragraph 4.3.1 and without prejudice to anything agreed in any subsequent contract, ownership of intellectual property in the information contained in a Tender remains unchanged.
- 4.3.3. However, ACARA may use any material contained in a Tender, or otherwise provided by the Tenderer, for the purposes of the RFT process and the preparation and management of any resultant contract.

# 5. Policy and law

# 5.1. Ethical dealing

- 5.1.1. ACARA's policy is to engage in the highest standards of ethical behaviour and fair dealing throughout the RFT process. ACARA requires the same standards from those with whom it deals.
- 5.1.2. Tenders must be compiled without improper assistance of current or former officers, employees, contractors or agents of ACARA and without the use of information improperly obtained or in breach of an obligation of confidentiality (including any obligation referred to in paragraph 4.1).

#### 5.1.3. Tenderers must not:

- engage in misleading or deceptive conduct in relation to their Tenders or the RFT process;
- b. engage in any collusive Tendering, anti-competitive conduct, or any other unlawful or unethical conduct with any other Tenderer, or any other person in connection with the preparation of their Tender or the RFT process;
- attempt to solicit information from or influence improperly any current or former officer, employee, contractor or agent of ACARA, or violate any applicable laws or Commonwealth policies regarding the offering of inducements in connection with the RFT process;
- d. engage in, or procure or encourage others to engage in, activity that would result in a breach the Lobbying Code of Conduct and APSC Circular 2008/4 Requirements relating to the Lobbying Code of Conduct and post separation contact with Government; or
- e. otherwise act in an unethical or improper manner or contrary to any law.
- 5.1.4. ACARA may exclude from consideration any Tender lodged by a Tenderer that has engaged in any behaviour contrary to paragraph 5. In addition, ACARA may refer the matter to relevant Commonwealth, State or Territory authorities. This right is in addition to any other remedies ACARA may have under law or in any contract with a successful Tenderer.

#### 5.2. Conflicts of interest

5.2.1. Tenderers should represent and declare in Attachment 2: Tenderer's Deed in Schedule 1 whether, at the time of lodging their Tender, a conflict of interest concerning itself or a related entity exists, or might arise during the term of the contract or in relation to the Tender.

- 5.2.2. A conflict of interest means any matter, circumstance, interest, or activity affecting the Tenderer (including the officers, employees, agents and subcontractors of the Tenderer) which may or may appear to impair the ability of the Tenderer to perform the contract diligently and independently.
- 5.2.3. A conflict of interest may exist if:
  - Tenderers or any of their personnel have a relationship (whether professional, commercial or personal) with ACARA's personnel involved in the evaluation of Tenders; or
  - b. Tenderers have a relationship with, and obligations to, an organisation which would affect the performance of the contract or would bring disrepute to or embarrass ACARA.
- 5.2.4. If at any time prior to entering into the contract, an actual or potential conflict of interest concerning itself or a related entity arises or may arise for any Tenderer, that Tenderer should immediately notify the Contact Officer.
- 5.2.5. If a conflict of interest arises, ACARA may:
  - a. exclude the Tender from further consideration;
  - b. enter into discussions to seek to resolve the conflict of interest; or
  - c. take any other action it considers appropriate.

# 5.3. Application of law and Commonwealth policy

- 5.3.1. Tenderers are considered to have familiarised themselves with all relevant Commonwealth legislation and policies relating to the RFT process and the provision of the Services including:
  - a. Division 137.1 of the *Criminal Code* which makes it an offence to knowingly provide false or misleading information to a Commonwealth entity;
  - b. the *Freedom of Information Act 1982* (Cth) which requires Australian Government departments and agencies to provide access to certain documents in their possession;
  - the Auditor-General Act 1997 (Cth) which allows the Auditor-General to conduct a review or examination, at any time, of any aspect of the operations of Australian Government agencies;
  - d. the Ombudsman Act 1976 (Cth) which authorises the Ombudsman to investigate the administrative actions of Australian Government departments and agencies and to investigate the actions of certain Australian Government contractors;
  - e. the *Privacy Act* 1988 (Cth) which aims to ensure that contractors and their subcontractors do not engage in an act or practice that would breach the Australian Privacy Principles if done by the Commonwealth. The Privacy Act also imposes obligations directly on contractors and subcontractors to comply with the Australian Privacy Principles; and
  - f. the Public Interest Disclosure Act 2013 (Cth) which aims to promote the integrity and accountability of the Commonwealth public sector.

5.3.2. ACARA will not enter into a contract with Tenderers:

that have been named in Parliament as not complying with the *Workplace Gender Equality Act 2012* (Cth) who are listed as a designated entity by the Minister for Foreign Affairs by notice in the Gazette under s 15 of the Charter of the United Nations Act 1945 (Cth) or who intend to engage subcontractors who are listed as a designated entity by the Minister for Foreign Affairs by notice in the Gazette under s 15 of the Charter of the United Nations Act 1945 (Cth). A consolidated list of such persons, entities and associated assets is maintained by the Department of Foreign Affairs and Trade under the Charter of the United Nations (Dealing with Assets) Regulations 2008 and can be found at <a href="https://dfat.gov.au/international-relations/security/sanctions/Pages/consolidated-list.aspx">https://dfat.gov.au/international-relations/security/sanctions/Pages/consolidated-list.aspx</a>.

## 5.4. Modern Slavery

- 5.4.1. ACARA's policy is to manage modern slavery risks in its procurement activities by engaging suppliers who assess and manage the risks of modern slavery in their operations and supply chains.
- 5.4.2. To the extent it may be relevant to their delivery of the Services, Tenderers should identify any modern slavery risks that may arise in their delivery of the Services in section 3.3 of Attachment 3: Service Delivery to Schedule 1, and should identify how the identified risks will be managed and outline relevant contingency plans where applicable.
- 5.4.3. Further information on modern slavery is available at <a href="https://modernslaveryregister.gov.au/resources/">https://modernslaveryregister.gov.au/resources/</a>.

#### 6. Matters concerning Tender response

# 6.1. Tender response requirements

6.1.1. Tenderers should address each of the evaluation criteria specified in the table below by completing the Tender Response Forms contained in Schedule 1. Tenderers may include additional information in their Tenders that is directly relevant to the Request for Tender, however the Tenderer's response to each of the Tender Response Forms will form the basis of the evaluation. Each Tender Response Form should commence on a new page.

Item	Evaluation Criterion	Weighting	Required Information	Tenderer Checklist
1	Service delivery	60%	Tenderers should provide details of how they would provide the Services by completing Attachment 3: Service Delivery in Schedule 1.	
2	Tenderer's experience, performance history and referees	20%	Tenderers should provide details of their relevant experience by completing Attachment 4: Tenderer's Experience in Schedule 1.	
3	Tenderer's management capability and key personnel	20%	Tenderers should provide details about their management capability and key personnel by completing Attachment 5: Tenderer's management capability and key personnel in Schedule 1.	
4	Price Schedule (see also paragraph 7.1 of this RFT)	Unweighted	Tenderers should complete the price schedule at Attachment 6: Price Schedule in Schedule 1.	
5	Financial viability	Unweighted	Tenderers should complete the Attachment 7: Financial Viability Questionnaire in Schedule 1.	
6	Tenderer's compliance with the Draft Contract	Unweighted	Tenderers should indicate their compliance with the Draft Contract by completing Attachment 8: Statement of Compliance with Contract in Schedule 1.	

- 6.1.2. Tenderers should provide their details by completing the form at Attachment 1: Tenderer's Details in Schedule 1.
- 6.1.3. Tenderers must complete and execute the Attachment 2: Tenderer's Deed in Schedule 1.

#### 6.2. Tenderers to inform themselves

- 6.2.1. Information in this RFT concerning current or past requirements, volumes, location, environment or other relevant matters has been prepared from information available to ACARA and may not have been independently verified. Such information may be based on projections from information on available historical information which may not be accurate and may assume trends or events or other matters that may not be valid or eventuate as and when expected or at all. In addition, ACARA does not guarantee that this information will remain true at any future point in time.
- 6.2.2. ACARA has no liability to any Tenderer should any information or material provided with respect to this RFT or the Services be inaccurate or incomplete or if actual volumes, locations, environments or other relevant matters vary from ACARA's current expectations.
- 6.2.3. Tenderers are considered to have:
  - examined this RFT, any documents referenced in this RFT and any other information made available by ACARA to Tenderers for the purpose of Tendering;
  - examined all further information which is obtainable by the making of reasonable inquiries relevant to the risks, contingencies, and other circumstances having an effect on their Tenders;
  - satisfied themselves as to the correctness and sufficiency of their Tenders including Tendered prices;
  - made their own independent assessments of actual workload requirements under any resultant contract and all prices will be presumed by ACARA to have been based upon Tenderers' own independent assessments; and
  - e. satisfied themselves as to the terms and conditions of the Contract and their ability to comply with the Contract, subject to their responses to Attachment 8: Statement of Compliance with Contract in Schedule 1.
- 6.2.4. In preparing their Tenders, Tenderers must not rely on:
  - a. any representation, letter, document or arrangement, whether oral or in writing, or other conduct as adding to or amending this RFT other than amendments in accordance with paragraph 3.4.1; or
  - b. any warranty or representation made by or on behalf of ACARA, except as are expressly provided for in this RFT.
- 6.2.5. ACARA will not be responsible for any costs or expenses incurred by Tenderers in complying with the requirements of this RFT.

#### 6.3. Disclaimer

6.3.1. This RFT is an invitation to treat and is not to be taken to be or relied upon as an offer capable of acceptance by any person or as creating any form of contractual (including a process contract), quasi contractual, restitutionary or promissory estoppel rights, or rights based on similar legal or equitable grounds, whether implied or otherwise.

- ACARA is not liable to any Tenderer on the basis of any contract or other understanding (including any form of contractual, quasi contractual, restitutionary or promissory estoppel rights, implied obligations or rights based on similar legal or equitable grounds) whatsoever, or in negligence, as a consequence of any matter relating or incidental to this RFT, the procurement of any or all of the Services or a Tenderer's participation in this RFT process, including instances where:
  - a. a Tenderer is not invited to participate in any subsequent process as part of or following completion of this RFT process;
  - b. ACARA varies the RFT process;
  - ACARA elects to enter into a contract for all or any of the Services with any party, whether or not that party was a Tenderer in this RFT process;
  - ACARA decides to terminate the RFT process or not to contract for all or any of the Services; or
  - ACARA exercises or fails to exercise any of its other rights under or in relation to this RFT.

#### 6.4. Offers and acceptance of offer

- 6.4.1. Lodging a Tender will constitute an offer by the Tenderer to provide the Services on the terms and conditions set out in the Draft Contract, subject to any exceptions notes in its response to Attachment 8: Statement of Compliance with Contract in Schedule 1 for a period of not less than the Offer Period.
- 6.4.2. A Tender will not be taken to have been accepted until a formal contract has been executed by the Tenderer and ACARA. Notice by ACARA to any Tenderer that it is, or is not, a preferred or successful Tenderer will not constitute an acceptance or rejection of any Tender.

#### 6.5. Complaints

6.5.1. Any complaints arising out of the RFT process should be directed to the Complaints Officer:

Alexis Steffen

Alexis.Steffen@acara.edu.au

ACARA: Level 13, 280 Elizabeth Street, Sydney, NSW 2000

# 7. General matters

#### 7.1. Prices and units

- 7.1.1. Tenders must be written in English
- 7.1.2. All measure must be expressed in Australian legal units of measurement.
- 7.1.3. Tendered prices should be inclusive of:
  - a. GST (as defined in section 195-1 of the A New Tax System (Goods and Services Tax) Act 1999 (Cth));

- b. all costs of complying with this RFT; and
- all costs associated with doing all things necessary for the due and proper completion of the proposed contract.
- 7.1.4. Tenderers from the public sector should note that Competitive Neutrality requires that Government businesses should not enjoy net competitive advantages over their private sector competitors by virtue of public sector ownership.
- 7.1.5. Tenderers from the public sector should demonstrate in their pricing that Competitive Neutrality requirements have been met, including:
  - a. payment of relevant taxes and charges;
  - b. rates of return; and
  - c. cost of funds.
- 7.1.6. ACARA prefers to effect payment to its suppliers via electronic funds transfer direct to suppliers' bank accounts, unless exceptional circumstances exist where a supplier has limited access to banking facilities in remote areas.

#### 7.2. Joint or Part Tenders

- 7.2.1. ACARA will not consider joint Tenders. Where Tenderers propose to engage subcontractors to perform any part of the Services, the Tender should clearly identify the proposed subcontractor, the part of the Services the subcontractor will perform and how the Tenderer will coordinate and manage the Services and the performance of the subcontractors.
- 7.2.2. ACARA will not consider Tenders for only part of the Services.
- 7.2.3. ACARA will not consider alternative Tenders.
- 7.2.4. ACARA will not consider a Tender from a Tenderer that does not exist as a legal entity at the Closing Time.

#### 8. Evaluation of Tenders

# 8.1. Evaluation process

- 8.1.1. Following the Closing Time, Tenders will be evaluated to identify the Tender that represents best value for money on the basis of the evaluation criteria set out in paragraph 6.1.1. Value for money is a comprehensive assessment that takes into account both cost represented by the price assessment and value represented by the technical assessment in the context of the risk profile presented by the Tenderer and its Tender, including any request by a Tenderer to limit or cap its liability under the Contract.
- 8.1.2. Subject to paragraphs 8.2 to 8.5, Tenders will be evaluated against the evaluation criteria specified in the table contained at paragraph 6.1.1.
- 8.1.3. Without limiting ACARA's rights under paragraph 8.6.1, in evaluating each Tender, ACARA may:

- consider any relevant information obtained in relation to the Tender, whether that information is provided in the Tender itself, obtained otherwise through this RFT or obtained by independent inquiry; and
- b. consider information provided by a Tenderer in response to one criterion in its evaluation of another criterion.
- 8.1.4. Tenderers are required to perform to a satisfactory level against each of the evaluation criteria. If any additional criteria are intended to be applied in evaluating Tenders, ACARA will notify Tenderers who will be given an opportunity to respond.
- 8.1.5. ACARA may at any time exclude a Tender from consideration if ACARA considers that the Tender is incomplete or clearly not competitive. However, ACARA may consider such Tenders and seek clarification in accordance with paragraph 8.6.
- 8.1.6. ACARA is not bound to accept the lowest priced (or any) Tender.

# 8.2. Security, probity and other checks

- 8.2.1. ACARA may perform such security, probity and financial investigations and procedures as ACARA may determine are necessary in relation to Tenderers, their employees, officers, partners, associates, subcontractors or related entities and their officers, employees and subcontractors including undertaking investigations and obtaining additional information in relation to Tenderer's part performance of contracts with ACARA.
- 8.2.2. Tenderers should promptly provide ACARA with such information or documentation that ACARA requires in order to undertake such investigations. ACARA may exclude a Tender from further consideration if the Tenderer does not promptly provide all reasonable assistance to ACARA in this regard, or based on the outcomes of the investigations or procedures.
- 8.2.3. The Tender evaluation process may involve:
  - a. visits to some or all Tenderers' sites; or
  - discussions with, and/or visits to, customers or subcontractors of some or all Tenderers, whether or not the customers are provided as referees by the relevant Tenderer.

ACARA may also make independent enquiries about any matters that may be relevant to the evaluation of a Tender.

#### 8.3. Samples

- 8.3.1. ACARA may require Tenderers to provide samples for consideration during the evaluation period. All samples supplied to ACARA should be clearly labelled with a description of the sample, the name of the Tenderer and the RFT number to which the sample relates.
- 8.3.2. If requested by the Tenderer, the samples which are supplied pursuant to condition 8.3.1 will be returned to the Tenderer at the Tenderer's expense.

#### 8.4. Minimum Content and Format Requirements

Subject to paragraph 3.5.3, ACARA may exclude a Tender from further consideration if ACARA considers that the Tender does not comply with any one or more of the following requirements:

- a. The Tender is written in English (see paragraph 7.1.1.):
- b. Measurements are expressed in Australian legal units of measurement (see paragraph 7.1.2)
- c. the Tender is not a joint Tender (see paragraph 7.2.1); or
- d. the Tender includes a completed and signed Tenderer's Deed in the form provided (see Attachment 2: Tenderer's Deed in Schedule 1).

## 8.5. Conditions for participation

- 8.5.1. ACARA may exclude a Tender from further consideration if at any time before a contract is executed ACARA considers that the Tenderer does not meet any one or more of the following conditions for participation:
  - a. the Tenderer exists as a legal entity at the Closing Time (see paragraph 7.2.34).

#### 8.6. Clarification, short-listing and negotiations

#### 8.6.1. ACARA may:

- use any relevant information obtained in relation to a Tender (provided in the Tender itself, otherwise through this RFT or by independent inquiry) in the evaluation of Tenders;
- b. seek clarification or additional information from any Tenderer for the purposes of Tender evaluation;
- c. shortlist one or more Tenderers at any time and seek further information from them;
- d. alter, amend or refine the contents of the RFT and present this to a shortlist of one or more Tenderers;
- e. suspend the Tender process;
- f. ask Tenderers to participate in an interview or provide a presentation in relation to their Tender;
- g. enter into negotiations or discussions with one or more Tenderers; or
- h. discontinue negotiations or discussions with a Tenderer, whether or not the Tenderer has been notified that it is a preferred Tenderer.
- 8.6.2. Tenderers should nominate in their Tender a person for the purpose of responding to any clarification requests which may arise during Tender evaluation or receiving other notices during the RFT process. Tenderers should include the name, address and contact details of that person in the form at Attachment 1: Tenderer's Details in Schedule 1. The person nominated by the

Tenderer must be authorised to represent and bind the Tenderer in relation to this RFT.

#### 8.7. Termination of the RFT

8.7.1. ACARA may terminate the Tender process at any time.

#### 9. Other Matters

#### 9.1. Public Statements

- 9.1.1. Except with the prior written approval of ACARA, Tenderers must not make a statement, issue any document or material or provide any other information for publication in any media, concerning Tender evaluation, the acceptance of any Tender, commencement of negotiations, creation of a shortlist, or notification that a Tenderer is the preferred Tenderer.
- 9.1.2. ACARA may exclude a Tender from further consideration if the Tenderer does not comply with this requirement.

# 9.2. Additional Rights of ACARA

- 9.2.1. Without limiting other rights contained in this RFT, ACARA may do any or all of the following at any time:
  - a. seek amended Tenders or call for new Tenders:
  - forward any clarification about this RFT to all known Tenderers on a nonattributable basis and without disclosing any confidential information of a Tenderer;
  - allow or not allow another legal entity to take over a Tender in substitution for the original Tenderer, including where an event occurs that has the effect of substantially altering the composition or control of the Tenderer or the business of the Tenderer; and
  - d. negotiate with one or more persons who have not submitted Tenders or enter into a contract or other binding relationship for similar services to the Services outside the RFT process.
- 9.2.2. Disclosure to Tenderers of any information concerning this RFT process is at the complete discretion of ACARA unless expressly provided otherwise in this RFT.

# 9.3. Debriefing

- 9.3.1. Tenderers may request an oral Tender debriefing following the award of a contract. Tenderers requiring a debriefing should contact the Contact Officer.
- 9.3.2. Tenderers will be debriefed against the evaluation criteria set out in this RFT. A Tenderer will not be provided with information concerning other Tenders, except for publicly available information such as the name of the successful Tenderer. No comparisons with other Tenders will be made.

# SCHEDULE 1 TENDER RESPONSE FORMS

Tenderers should ensure that their Tenders include each of the Tender Response Forms attached to this Schedule 1:

- Attachment 1: Tenderer's details
- Attachment 2: Tenderer's deed
- Attachment 3: Service delivery
- Attachment 4: Tenderer's experience and referees
- Attachment 5: Tenderer's management capability and key personnel
- Attachment 6: Price schedule
- Attachment 7: Financial Viability Questionnaire
- Attachment 8: Statement of Compliance with Contract

# **Attachment 1: Tenderer's Details**

Tenderers should provide full responses in completing the following information to enable ACARA to clearly identify the entity responding to the RFT.

Full name of Tenderer:
Trading or business name:
Tenderer's Contact who is authorised to represent and legally bind the Tenderer (including name, address and other contact details):
If a company
The registered office:
The principal place of business:
The date and place of incorporation and the Australian Company Number:
Individual shareholders holding 20 per cent or more of any issued share capital:
Any related companies within the meaning of section 50 of the Corporations Act 2001 (Cth):
If a trustee
Provide details of the relevant trust including a copy of the relevant trust deed (including any variations to that deed):

# If a partnership

Provide details of the relevant partnership including a copy of the relevant partnership agreement:

#### Subcontractors

Please include a full explanation of any part of the Services which the Tenderer intends to subcontract to another entity, including the entity to which it intends to subcontract, the services the subcontractor would perform, any existing or past relationship between the subcontractor and any particular expertise or experience of the subcontractor.

#### Attachment 2: Tenderer's Deed

Tenderers must complete the Tenderer's Deed and include it in their Tender response (refer to paragraph 8.4 of this RFT). Amendments may only be made where necessary to complete the Deed.

#### **DEED POLL**

Date: ^insert date^

By: ^insert full legal name of Tenderer^ (Tenderer)

#### Context

Request for Tender No. ^insert RFT number^ in relation to ^insert RFT name^ (RFT)

#### Interpretation

In this Deed, terms not otherwise defined have the meaning ascribed to them in the RFT.

#### Compliance with RFT

The Tenderer represents that it has read and understood, and that its Tender is submitted in accordance with, the RFT.

The Tenderer undertakes that it will continue to participate in the RFT process in accordance with the RFT and on the basis of its Tender.

#### Offer

The Tender constitutes an offer (Offer) to provide the Services on the terms and conditions set out in the Contract, subject to any exceptions noted in its Statement of Compliance with the Contract submitted as part of its Tender, and accordingly is capable of immediate acceptance by ACARA so as to form a binding contract.

The Offer remains open for acceptance by ACARA for the Offer Period. The Tenderer undertakes not to withdraw, vary or otherwise compromise the Offer during the Offer Period.

If directed by ACARA, the Tenderer will execute a contract in the form set out in Contract subject to any amendments noted in the Tenderer's Statement of Compliance with the Contract, without entering into further negotiation.

To the extent that the Tender does not include complete information relating to matters required for the completion of the Contract, ACARA may complete the contract at its reasonable discretion, and the Tenderer shall execute the resultant contract.

#### Confidentiality

The Tenderer will not, and will ensure that its employees, agents or subcontractors do not, either directly or indirectly record, divulge or communicate to any person any confidential information concerning the affairs of ACARA, the Commonwealth or a third party acquired or obtained in the

course of preparing a Tender, or any documents, data or information provided by ACARA and which ACARA indicates to Tenderers is confidential or which Tenderers know or ought reasonably to know is confidential.

#### **Ethical Dealing**

The Tenderer represents that its Tender has been compiled without the improper assistance of any current or former ACARA officer, employee, contractor or agent and without the use of information obtained unlawfully or in breach of an obligation of confidentiality to ACARA.

The Tenderer represents that it has not:

- engaged in misleading or deceptive conduct in relation to its Tender or the RFT process;
- engaged in any collusive Tendering, anti-competitive conduct, or any other unlawful or unethical conduct with any other Tenderer, or any other person in connection with the preparation of their Tender or the RFT process;
- attempted to solicit information from or influence improperly any current or former officer, employee, contractor or agent of ACARA, or violate any applicable laws or Commonwealth policies regarding the offering of inducements in connection with the RFT process; or
- d. otherwise acted in an unethical or improper manner or contrary to any law.

#### **Conflict of Interest**

The Tenderer represents that, having made all reasonable enquiries the following represents its only known actual or potential conflicts of interest in respect of the RFT, its Tender or the provision of the Services:

^insert list or, where no conflict exists, write 'none'^

The Tenderer undertakes to advise ACARA in writing immediately upon becoming aware of any actual or potential conflicts of interest in respect of the RFT, its Tender or the provision of the Services.

# EXECUTED AS A DEED POLL for the benefit of the Australian Curriculum, Assessment and Reporting Authority

Dated this ^insert day^ day of ^insert month^ 2020

SIGNED SEALED AND DELIVERED by 'insert name of Tenderer' by its duly authorised representative:

^Name of signatory^	Signature
In the presence of:	
^Name of witness^	Signature of witness

# **Attachment 3: Service Delivery**

3.1 Tenderers should explain in detail the process, methods and key features of the strategies they will employ to address the questions listed below. Tenderers are expected to demonstrate proficiency in each specification.

Specifications	Tenderer's Specification Response
1) Human centered design (HCD) experience: Please outline your experience in detailed design projects and how you have used human centered design, including toolsets, to engage the business and stakeholders in an organisation with a flat structure and relatively low digital maturity to elicit their input and manage their feedback and expectations during the design process.	
2) Stakeholder research: Please outline how have you helped your clients in the past come up with a stakeholder research strategy including which research methods to use, optimal number of participants etc. Please also include how you helped your clients to reach the optimal number of user personas and journeys and include personnel with extensive training experience.	
3) HCD training: Please include a proposed agenda for Human Centered Design training, including topics, estimated durations and how it will be aligned/ integrated with other project activities and sample training material on Human Centered design.	
4) Adobe suite experience: Please outline your expertise in the Adobe platform including number of years' experience and give us examples of how you have used Adobe Experience Cloud platform to create an ecosystem which leverages Adobe Experience Cloud products such as media library (DAM), experience fragments, analytics, mobile, personalization (Adobe target) across a range of websites. Also tell us your experience in helping with Search engine optimization including collaborating with SEO agencies if necessary.	
5) Stakeholder research facilitators: Stakeholder research will form a critical part of the design phase and facilitation with stakeholders will play a key part in uncovering user journeys and personas. Please outline a	

	few sample resume of facilitators who are part of your stakeholder research team	
6)	Requirement documentation: Please provide a few	
	sample user stories with acceptance criteria and a	
	sample RTM (Requirements traceability matrix)	
7)	Project management: Please describe your	
	recommended approach to managing the design phase	
	of the ACARA channel. Areas to address in your	
	response should include methodology to be used,	
	governance approach and an indicative project plan for	
	the design phase. The expected start date is 29 August,	
	the completion date 30 November.	
8)	Human centered design (HCD) experience: The outputs	
	from this design phase will be a set of recommendations	
	on what ACARA should invest in building e.g. website vs	
	app, chatbot. Please outline how you will use HCD	
	approach to recommend the most suitable digital	
	channels for ACARA Corporate.	

3.2	Tenderers should identify risks including but not limited to those relevant to process	SS
	and deliverables detailed in the Specifications above.	

The risk management responses should explain how identified risks will be managed and outline relevant contingency plans where applicable.

Risks	Tenderer's Risk Management Response
Add rows as required	

4.1 Please provide details of similar projects that your organisation has successfully completed. Please limit details to a maximum of three cases with no more than 600 words per category. Contact details of a referee(s) to verify the statement of claims in each of the projects is also required.

Case Study	Details of previous successful projects of a similar nature
	Project details:
1	
	Project referee contact details:
	Project details:
2	
	Project referee contact details:
	Project details:
3	
	Project referee contact details:

# Attachment 5: Tenderer's management capability and key personnel

5.1	Tenderers should provide details about their management capability in the context of their ability to perform the Services in the Draft Contract, such as their management structure, governance and controls, including the
	management structure and governance of controls of related bodies corporate and proposed subcontractors that will support the Tenderer in performing the Services.

Tenderers should also provide information regarding any key personnel who would perform the Services of the contract, including the skills, directly related experience and qualifications of those personnel. This should include a list of staff involved in the project management and design processes, giving details of relevant experience, including names of back-up staff should nominated key personnel be unavailable.

Name, Position	Directly Relevant Experience	Skills and Qualifications
Add rows as required		

#### **Attachment 6: Price Schedule**

The prices tendered are inclusive of all costs and charges associated with the performance of specified services. It is expected that resources such as travel, office facilities, equipment and personnel required for the completion of the project will be provided by the Tenderer and included as part of the agreed contract price.

#### **Tenderer's Price:**

Tenderers should complete the following table.

A phase marked "optional" should be priced by tenderers. However, ACARA may not require that any or all "optional" services be provided.

Deliverables	Minimum number	Cost for minimum	Estimate for minimum (man days)	Incremental cost for recommended deliverable	Recommended number
User Personas	3	\$xxx	уу	\$zz	5
Stakeholder research *Inclusive of additional recommended activities	1 document				
Requirements workshops	10 workshops				
User Personas	3 user personas				
User Journeys	For 3 user personas				
Information Architecture	1 IA				
Detailed design requirements documentation	User stories to deliver to requirements				
Page designs	Page designs to deliver to requirements				
Project management	1				
Change management	1				

Human centred design training (optional)	1		
Customer Testing (Optional)	1		
Contingency			
TOTAL			N/A

Phases marked as *Optional* are costs that ACARA may wish to take up themselves to deliver or may ask the Contractor to deliver. Please ensure all phases are addressed in your response.

# **Other Pricing Issues:**

Applicants must specify each and every condition that may affect the pricing offered in this Response Form.

Please specify any other price that may be charged to the Agency for the supply of the Services under this Invitation.

For each price, specify:

- the nature of the price;
- the circumstances under which it will be incurred; and total price (including GST).

# **Payment Schedule:**

The Payment Schedule will be determined on award of contract to the successful provider.

# **Attachment 7: Financial Viability Questionnaire**

Tenderers should complete the following questionnaire and provide sufficient information to enable ACARA to determine the financial viability of the Tenderer. Tenderers should provide explanations of areas not addressed or items not provided.

#### **Financial Information**

Audited financial statements including a copy of the auditor's statement	Yes/No
Annual report	Yes/No
Copy of certificate of currency for public liability insurance	Yes/No
Copy of certificate of currency for workers compensation insurance	Yes/No
Copy of certificate of currency for professional indemnity insurance	Yes/No
Details of any petitions, claims, actions, judgements, or decisions, etc. Which is likely to adversely affect your performance of the contract.	Yes/No

The operating entity is:

(Please strikethrough non-applicable types.)

Sole Trader
Partnership

Association Company Trust

Government.

The operating entity has been in business for:

(Please strikethrough non-applicable periods.)

Less than 12 months
1–2 years

2–4 years 4–6 years 6–8 years

longer than 8 years.

Financial statement summary - A\$

Item	Year to date	Previous financial year	Next to previous financial year
Operating income			
Interest paid			
Net operating income			
Dividends / distributions / drawings paid			
Cash at bank			

Total current / financial assets		
Total assets		
Level of debt		
Total current liabilities		
Total liabilities		
Total equity		

# **Attachment 8: Statement of Compliance with Contract**

Tenderers submit their Tenders on the basis that they comply with all requirements of the RFT. In the case of the Contract, Tenderers' compliance is subject to any exceptions noted in their response to this Schedule.

Tenderers should indicate compliance with each provision of the Contract including all schedules and attachments, taking into account any amendments to those provisions that may have been issued by ACARA during the RFT process. Tenderers should note that the extent of non-compliance will be a factor in the evaluation process. The compliance statement will form the basis for any contract negotiations that may occur with a Tenderer.

In respect of the compliance statement, Tenderers should indicate their level of compliance with each provision using one of the terms "complies", "does not comply", "partially complies" and "not applicable". These terms have the following meanings:

complies	means that the Tenderer will comply without amendment
does not comply	means that the Tenderer will not comply without amendment
partially complies	means that the Tenderer will comply partially and that some amendment is required
not applicable	means that the provision does not apply to the Tenderer or is to be completed (e.g. the schedule item dealing with fees).

The Tenderer will be taken to be and assessed as compliant with any provision, schedule or attachment which it does not list in the compliance statement. Tenderers may group provisions where the response is the same for each of those provisions. For example 'Paragraphs 3.1 to 3.15 – Does Not Comply', or 'Schedule 1 - Complies'.

Where a Tenderer does not comply or only partially complies with a provision, the extent of non-compliance should be stated in full in the compliance statement. In this case, the Tenderer should then provide:

- a. specific reasons for the partial or non-compliance; and
- b. specific language of any proposed amendments, including any deletions or additional provisions.

In accordance with paragraph 4.2.3, Tenders should also include in their compliance statement any request that information be treated as confidential following the award of a contract to it.

The following format should be used in completing the compliance statement:

**Compliance with Contract** 

Paragraph/schedule /attachment	Nature of compliance	Proposed wording of any amendment to the provision

# **Request to keep Information Confidential**

(a) Information contained in contract:

Item	Period of Confidentiality	Reason why it is necessary to keep information confidential

(b) Information obtained or generated in performing contract:

Item	Period of Confidentiality	Reason why it is necessary to keep information confidential

# SCHEDULE 2 SPECIFICATIONS

#### Overview

ACARA is seeking an experienced contractor to undertake a detailed design phase for its corporate channel (<a href="https://www.acara.edu.au/">https://www.acara.edu.au/</a>), including its search and SEO aspects. The successful contractor must be experienced with the **Adobe Experience Manager (AEM) platform** in addition to their expertise in creating user personas, user journeys and website design. When designing new digital channels in detail, the contractor should not limit themselves to traditional digital channels such as websites but should consider all possibilities, including but not limited to mobile apps, chatbots, websites and social media integrations. As part of the detailed design phase, ACARA will be seeking recommendations from the Contractor on whether these channels should include chatbots, apps etc. While ACARA wants to include digital channels such as websites, social media, chatbots etc, we are not looking for digital marketing, ecommerce solutions or contact centre solutions.

#### Background

ACARA is an independent statutory education authority with three key functions:

- National Curriculum development
- Assessment, including NAPLAN
- Reporting on schooling in Australia, including on the My School website.

Its websites and other social media channels are ACARA's key communication tool with the public, schools and other education partners and stakeholders.

ACARA currently has 5 websites and maintains 4 social media channels, as seen in the table below. Some channels have an individually strong brand, such as *My School*, whilst others have less presence, such as *ASL*. Overall, a stronger brand identity and brand coherence amongst the channel ecosystem is being sought, as well as improved user experience and content organisation. During 2020-21, ACARA undertook a significant program of work to review its number of channels, overall branding and design, and its website architecture. This program of work has resulted in ACARA's vision of reducing its number of channels and a decision to redevelop all channels on the AEM platform. ACARA wants to move from using multiple content management systems to a single platform which would be consistent across the organisation and would reduce the need for the business to involve ICT in content creation and publication. ACARA selected the AEM platform through a competitive RFT and has purchased licenses for Adobe Experience Manager, Adobe Analytics, Adobe Target and Dynamic media.

Due to national curriculum deliverables, the first channel to be launched on AEM is the Australian Curriculum channel, which launched in May 2022. The next launch is intended to be the ACARA corporate channel, which will become the main hub and entry point into all other channels. The dates for the launch of the remaining 2 channels (Assessment channel and Education Report Card channel) are yet to be decided. Given that at the time of the ACARA channel launch the Assessment channel and Education Report Card channel will not yet exist, the user journeys we are seeking as part of this engagement are transitionary and will differ to those in the end state.

The below table maps out the transition plan for websites and some of the user journey work.

Today	Transitionary state (In scope)	End State Channels* (Out of scope)
www.ACARA.edu.au	www.ACARA.edu.au ACARA corporate channel on AEM CMS.	User journeys to the Assessment
ACARA corporate	This is the primary focus of this RFT	channel and Education Report Card
website		channelhttp://www.acara.edu.au/
- Sitefinity CMS		
ACARA has 2 curriculum	http://www.australiancurriculum.edu.au/https://v9.australiancurriculum.edu.au/	http://www.australiancurriculum.ed
websites	Teacher personas and some user journeys are in scope (refer to <i>User Personas</i> section)	u.au/https://v9.australiancurriculum
1. <u>www.Australian</u>		<u>.edu.au/</u> No change
<u>Curriculum.edu.</u>		
<u>au</u> Curriculum		
website		
containing V8.4		
curriculum and		
resources for		
teachers and		
parents (Existing		
website on		
Umbraco CMS)		
2. https://v9.austr		
aliancurriculum.		
edu.au/ (AEM		
CMS)		
www.MySchool.edu.au	www.MySchool.edu.au website remains and is part of user journey scope	http://www.educationreportcard.ed
School reporting	http://www.australiancurriculum.edu.au/https://v9.australiancurriculum.edu.au/(refer to	u.au/www.EducationReportCard.edu
information including	User Personas section)	.au
attendance, funding,		Will contain information about
NAPLAN results, etc.		ACARA's reporting functions and
-Umbraco CMS		contain
		- My School

		- ASL
		- NAP National Report
		- National Report on
		Schooling (Data portal)
www.NAP.edu.au	www.NAP.edu.au website remains	http://www.assessment.edu.au/ww.
information on the	and is part of user journey scope	Assessment.edu.au
NAPLAN tests and NAP	http://www.australiancurriculum.edu.au/https://v9.australiancurriculum.edu.au/(refer to	Will contain information about
national reports	User Personas section)	NAPLAN test and other types of
- Sitefinity CMS	,	assessments such as NAP Sample
,		and other types of formative
		assessments when they will be
		available
www.ASL.edu.au	http://www.asl.edu.au/http://www.australiancurriculum.edu.au/https://v9.australiancurr	This will move to the Education
contains a list of all	iculum.edu.au/www.ASL.edu.au@http://www.australiancurriculum.edu.au/https://v9.aus	Report card site
Australian Schools	traliancurriculum.edu.au/ website remains and is part of user journey scope	
- Sitefinity CMS		
www.reports.ACARA.ed	<u>www.reports.ACARA.edu.au</u> – subdomain remains and is part of user journey scope	This will move to the Assessment
<u>u.au</u> – subdomain	http://www.australiancurriculum.edu.au/https://v9.australiancurriculum.edu.au/(refer to	site
showing NAP national	User Personas section)	
reporting data		
Social media and other		
channels		
Twitter	Twitter <a href="https://twitter.com/ACARAeduau">https://twitter.com/ACARAeduau</a>	Twitter
https://twitter.com/ACA		https://twitter.com/ACARAeduau
<u>RAeduau</u>		
Facebook	Facebook https://www.facebook.com/acara.edu.au	Facebook
https://www.facebook.c		https://www.facebook.com/acara.e
om/acara.edu.au		<u>du.au</u>
LinkedIn	LinkedIn https://www.linkedin.com/company/australian-curriculum-assessment-and-	LinkedIn
https://www.linkedin.co	reporting-authority?trk=tyah&trkInfo=tas%3AACARA%2Cidx%3A1-2-2	https://www.linkedin.com/company
m/company/australian-		/australian-curriculum-assessment-

curriculum-assessment- and-reporting- authority?trk=tyah&trkl nfo=tas%3AACARA%2Ci dx%3A1-2-2		and-reporting- authority?trk=tyah&trkInfo=tas%3A ACARA%2Cidx%3A1-2-2
YouTube	YouTube <a href="https://www.youtube.com/user/ACARAeduau">https://www.youtube.com/user/ACARAeduau</a>	YouTube
https://www.youtube.c		https://www.youtube.com/user/AC
om/user/ACARAeduau		<u>ARAeduau</u>
	Instagram (To be created)	Instagram (To be created)

#### Role of the ACARA channel

One of the pillars of our brand strategy is to launch the ACARA brand as an open, flexible, and collaborative education authority with a range of highly regarded products that define education standards for the benefit of all Australians. The role of the ACARA corporate channel is to provide a self-service editorial channel, resolve key stakeholder pain points around difficulty in locating information, increase trust and reliance on ACARA's products and services to build deeper relationships with stakeholders and stronger brand affinity. There are no marketing requirements for the ACARA corporate channel i.e., digital marketing concepts such as ecommerce and campaigns are out of scope.

# Project success

ACARA corporate channel is launched in the beginning of second quarter of 2023 with an easy-to-use ecosystem search that provides a seamless experience for our users across all AEM channels with the following design principles kept in mind

- Information should be made easily available through use of effective search, information categorization and contemporary digital presentation techniques. A significant feature of the corporate hub will be an ecosystem search which can surface content from any of its AEM channels.
- The needs of customer segments that use digital channels should be well understood and catered for with specific strategies for presenting content to each audience
- Digital channel designs should be simple and usage obvious i.e., less is more.

- Customer segments should have tailored content that is easy to find and relevant to them. Examples of customer segments that are important to ACARA include parents, teachers, information seekers such as researchers and students
- Supplementing the library of web components and templates that can be used to construct the foundations of the entire digital channel portfolio.

# Change Management:

As part of this project, ACARA would like to engage relevant stakeholders and build their support throughout the design process, to set the foundations for the successful adoption of the new ACARA channel(s) and enhance ACARA's staff usage and proficiency in AEM. To facilitate this, the Contractor will be required to work collaboratively with the project team to review and provide input to ACARA-led change management activities and deliverables.

#### Collateral

ACARA has already undertaken an initial design phase covering its branding identity and the look and feel of its channels. This collateral will be provided to the contractor to further develop UI designs for search screens. See table of collateral below-:

Collateral #	Collateral name	Collateral purpose
1	Existing research	Highlight the pain points, areas of improvements etc
2	Brand strategy	Highlight the brand strategy
3	Brandmark and style guide	Branding, logos, colour palette, typography
4	Content strategy	Content themes and formats, content creation guidelines
5	Content audit	Rating of content and existing pages and recommendations (share the results with the successful respondent)
6	Component library	List of components already available on the AEM platform as part of development for the AC website
7	Design system	Style guide for AEM websites

#### User Personas

The following user personas, listed in **order of business priority**, have been identified and need to be validated during the design phase.

Customer segment type	Persona required	User Journey required	Examples of user journey mapping:
1. Parent/Carer	Υ	Υ	1. Understand NAPLAN (including preparing child for NAPLAN and what to do with results)
			2. Understand what my child is learning in Year 4
2. Teacher	N	Y	<ol> <li>Understand NAPLAN (including why we have NAPLAN, how it's linked to the Curriculum, what to do with NAPLAN results, how to talk to students and parents about NAPLAN)</li> <li>Find past NAPLAN tests</li> </ol>
3. Information seeker e.g., researcher/academic (most important), job seeker	Y	Υ	<ol> <li>Find data for input into their research</li> <li>Find information about ACARA's vision, purpose, board, staff etc. as a prospective employee</li> </ol>
4. School Students	Υ	Υ	1. Finding past tests
5.Student teacher	Υ	Υ	<ol> <li>Find information and past papers on NAPLAN</li> <li>Find latest curriculum content for his/her subject</li> </ol>
6. Principal /School leader	Υ	Y	Find information on TAA/NAPLAN dates     Update details on MySchool
7. Education Partner, e.g., Education sector or department	Y	Y	Education partner – submit SBD information     Access National report on schooling

<u>Note regarding teacher persona</u> – The teacher persona has been explored in detail while developing the v9 Australian Curriculum website with navigation directly to the v9 website. Other teacher journeys such as finding information about NAPLAN need to be explored as part of this engagement.

# Deliverables

The following is an overview of expected activities and documentation to be delivered by the successful vendor, noting a minimum number has been noted to assist with quotation.

#### **Activities:**

Activity	Purpose	Number of	Participants
		workshops	
Stakeholder Research	To understand how our users currently find content	6 interviews and 6	E.g., Could be participants from peak
<ul> <li>Review existing</li> </ul>	on our site, to inform user journey mapping and	workshops with our	principals and parents' body,
research	detailed requirement and build.	top three key	colleagues at education departments,
F		personas	focus group from the latest ACARA
- Focus group	Once the new Information Architecture has been	(Parents/carer,	survey. Vendor to recruit workshop
interviews and	identified, conduct tree jack testing to validate the	teachers and	participants with ACARA's guidance
workshops for our	navigation	Information seeker	and/or use existing relationships
key personas		e.g. researchers	where appropriate. Vendor to use
- Once new IA is		etc.)	trained facilitators to run the
identified, do tree			workshops
jack testing		*Vendor to	
		recommend	
Note - Vendors can		number of	
suggest additional		personas and	
research activities like		journeys	
surveys			

Requirements workshops	To elicit detailed requirements around	10	Members of C&SR team, ICT team,
with ACARA internal staff	User personas		Change management team,
	User journeys		representatives from other business
	Search		units as required
	• SEO		·
	<ul> <li>Analytics</li> </ul>		
	Mobile		
	Social media		
	<ul> <li>Accessibility</li> </ul>		
	Digital asset management (from an		
	ecosystem perspective)		
	<ul> <li>Unique pages to ACARA such as newsroom</li> </ul>		
	and people of ACARA		
	' '		
	This will involve sharing the outcomes of the analysis		
	of stakeholder research, validation of user personas,		
	user journeys, inputs into IA, page designs etc.		
Human Centered Design	To upskill in Human Centered Design (approach/	1	Project team and nominated
training (optional)	principles/ methods and mindset). Training will		participants across business units
	help maximise the value of the design process		
	and achieve better outcomes, in terms of		
	stakeholder and employee experience.		
	Training will also support strengthening ACARA's		
	culture of innovation and continuous		
	improvement.		

# **Deliverables:**

Documentation	Purpose	Preferred Format / Minimum number
Stakeholder research strategy	List out the methods for research, participants for the various activities, how they will be contacted, format of the activity etc.	Word document
User personas including basic personalization	To understand and document our users' needs and wants, to inform our search design	At the minimum cover top 3 personas in detail as identified above
User Journeys including basic personalization	To detail specific search/navigation pathways across the ecosystem of channels	At the minimum cover the user journeys of top 3 personas as identified above - Please recommend the number of journeys that would fit with the project success criteria
Storyboards	To depict the various user journeys as per customer needs	
Information architecture	Creation of Information architecture for the ACARA website	
Detailed requirements documentation	Detailed requirements including	User Story format with detailed acceptance criteria, stored in JIRA (feature or requirement based rather than technical solution based)

Page Designs (including mobile) as required	<ul> <li>Some of the additional page designs could include (but not limited to)</li> </ul>	Figma is our preferred tool
	Eg ecosystem search	
Additional Components including mobile	Create designs for additional components to the component list developed for the AC channel	
Additional page templates including mobile	Create designs for additional page templates on the AEM platform	
Overall site design	Create the look and feel for the entire site and how page designs and IA work together	Vendor tool PowerPoint format to be used for presentation by ACARA
Digital asset management workflow and tagging strategy (media library)	Help create a digital asset management workflow and tagging strategy which can be utilized across the ecosystem	
Indicative project plan for build phase	Outline the plan including schedule for the build phase for the components and templates designed	

training needs. This should cover any changes associated with the ACARA channel and eco-system design.	Change management	, ,
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