

## **REQUEST FOR TENDER, PART B**

**(including tender response schedule)**

### **RFT 8-22 Request for Tender in Relation to the Development of Test Items for NAPLAN - Reading**

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

Tenderers should refer to **PART A – DRAFT CONTRACT**,  
which sets out the specifications for the services.

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## 1. Introduction

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### 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 Part A Contract.

### 1.2. Key terms

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

<b>ACARA</b>	the Australian Curriculum, Assessment and Reporting Authority
<b>Closing Time</b>	3pm 18 October 2022 (Sydney Time)
<b>Contact Officer</b>	Adam Larkins Level 13, 280 Elizabeth Street, Sydney NSW 2000 Email: Adam.Larkins@acara.edu.au / procurement@acara.edu.au
<b>Deadline for Submission of Tenderers' Questions</b>	3pm 11 October 2022 (Sydney Time)
<b>Draft Contract Offer Period</b>	the document set out in Part A Draft Contract six months from the Closing Time
<b>Services</b>	the services set out in the Draft Contract
<b>Tender</b>	any Tender submitted in response to this RFT
<b>Tender Box</b>	<b>By email:</b> Private and Confidential RFT 8-22 RFT For NAPLAN Item Development - Reading Adam Larkins Adam.Larkins@acara.edu.au, with a carbon copy (cc) to procurement@acara.edu.au
<b>Tender Details</b>	The name of this Tender is "Request for Tender No. RFT 8-22 NAPLAN Item Development - Reading
<b>Tender Response Forms</b>	the Tender Response Forms set out in Schedule 1
<b>Tenderer</b>	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**

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**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;
- b. 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**

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### **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**

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#### **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
- b. 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**

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#### **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:
- a. 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;
  - c. 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:

- a. 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;
  - c. 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 <https://dfat.gov.au/international-relations/security/sanctions/Pages/consolidated-list.aspx>.

### 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 <https://modernslaveryregister.gov.au/resources/>.

## 6. Matters concerning Tender response

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### 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	Unweighted	Tenderers should complete the price schedule at Attachment 6: Price Schedule in Schedule 1.	

Item	Evaluation Criterion	Weighting	Required Information	Tenderer Checklist
	paragraph 7.1 of this RFT)			
5	Financial viability	Unweighted	Tenderers should complete the <b>Error! Reference source not found.</b> 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:

- a. examined this RFT, any documents referenced in this RFT and any other information made available by ACARA to Tenderers for the purpose of Tendering;
- b. 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;

- c. satisfied themselves as to the correctness and sufficiency of their Tenders including Tendered prices;
- d. 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.

6.3.2. 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;
- c. 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;
- d. ACARA decides to terminate the RFT process or not to contract for all or any of the Services; or

- e. 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**

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#### **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
  - c. 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**

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### **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:

- a. 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
- b. 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:
- a. 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**

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### **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;
- b. forward any clarification about this RFT to all known Tenderers on a non-attributable basis and without disclosing any confidential information of a Tenderer;
- c. 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

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**Attachment 1: Tenderer's Details**

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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):
<b>If a company</b>
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.

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## Attachment 2: Tenderer's Deed

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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:

- a. engaged in misleading or deceptive conduct in relation to its Tender or the RFT process;
- b. 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;
- c. 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

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**Attachment 3: Service Delivery**

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- 3.1 Tenderers should explain in detail the process, methods and key features of the strategies they will employ to address the specifications listed below. These are described in more detail in the Schedule to the Draft Contract.

<b>Specifications</b>	<b>Tenderer's Specification Response</b>
Deliverables 1, 2 and 4 – management of project	
Deliverable 3 - development of high-quality Reading stimuli and items linked to the Australian Curriculum: English which demonstrate an understanding of ACARA's item development requirements for Reading. Items must conform to all specifications and guidelines.	

3.2 Tenderers should identify risks including but not limited to those relevant to process 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.

Where relevant, the responses and contingency plans should name personnel and their roles in these processes.

Tenderers should address risks associated with Covid-19.

Risks	Tenderer’s Risk Management Response
Add rows as required	

3.3 Tenderers should provide their proposed project plan for delivery of the Services within the timeframes set out in the Contract. (MS Word table or Gantt Chart). Quality assurance processes used to ensure compliance with specifications and delivery of high-quality test materials should be made explicit in the proposed plan.

3.4 Tenderers should provide up to four examples of online assessment stimulus texts and items that demonstrate their capacity to meet the requirements of each tendered parcel. Where a broad performance range is specified, tenderers should provide examples targeting the extremes of the range. Examples must demonstrate an understanding of ACARA’s item development requirements and include curriculum alignment (year and content description), skill descriptor, estimated facility rate and the reasoning for this rate.

**Attachment 4: Tenderer's Experience, Performance History and Referees**

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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.

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

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**Attachment 5: Tenderer’s management capability and key personnel**

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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.

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5.2 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 writing processes, giving details of relevant experience, including names of back-up staff should nominated key personnel be unavailable. Also required is an outline of staff experience with authoring HTML stimuli.

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.

Tenderers should include a method for adjusting their price to cater for the possibility that the Option at clause 28 of the Contract is exercised and the Project is repeated for a further two years.

### Tenderer's Price:

Tenderers should complete the following table. Tenderers should note that their Tender may be successful for delivering a single parcel. Therefore, pricing for each parcel should be independent. It is possible that a Tenderer may be successful for multiple parcels therefore tenderers should propose discount schemes that consider this, including consolidating project management costs.

Description	Qty	Unit Price (Excl. GST)	Sub-total Price (Excl. GST)	Price (GST component only)	Total Price (Incl. GST)
<b>Parcel 1 Reading: 36 Reading units (36 stimulus texts and 288 items) targeting the full range of the performance scale for Year 3, with an emphasis on the lower and upper end of the performance scale.</b>					
• Project management					
• Item development					
<b>Parcel 2 Reading: 28 Reading units (28 stimulus texts and 224 items) targeting the full range of the performance scale for Year 5, with an emphasis on the lower and upper end of the performance scale.</b>					
• Project management					
• Item development					
<b>List consolidated project management if tendering for more than one parcel</b>					
<b>List any delivery and installation details and charges applicable to this quote.</b>					
<b>List any taxes, duties or other charges and their details associated with each Good and/or Service applicable to this quote.</b>					
<b>TOTAL QUOTE PRICE</b>					\$

**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 price schedule will be determined on award of contract to the successful providers.

<b>Milestone</b>	<b>Description</b>	<b>Date</b>	<b>Parcel 1a Percentage of payment</b>	<b>Parcel 1b Percentage of payment</b>
1	Stage 1 Delivery of and ACARA sign-off on finalised Batch 1 stimuli/items and compliance tables	March 17 2023	20%	N/A
2	Stage 2 Delivery of and ACARA sign-off on finalised Batch 2 stimuli.	March 24, 2023	20%	20%
3	Stage 2 Delivery of and ACARA sign-off on finalised Batch 2 & 3 items and compliance tables	August 18, 2023	20%	30%
4	Stage 3 Delivery of and ACARA sign-off on finalised Batch 3 & 4 stimuli	November 30, 2023	20%	20%
5	Stage 3 Delivery of and ACARA sign-off on finalised Batch 4, 5 & 6	June 14, 2024	20%	30%

## Attachment 7: Financial Viability Questionnaire

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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 ~~strike through~~ non-applicable types.)

Sole Trader  
Partnership  
Association  
Company  
Trust  
Government.



The operating entity has been in business for:  
 (Please ~~strike through~~ 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			

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## Attachment 8: Statement of Compliance with Contract

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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:

<b>complies</b>	means that the Tenderer will comply without amendment
<b>does not comply</b>	means that the Tenderer will not comply without amendment
<b>partially complies</b>	means that the Tenderer will comply partially and that some amendment is required
<b>not applicable</b>	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