

REQUEST FOR TENDER, PART A

(including tender response schedule)

RFT 7-26, IN RELATION TO THE PROVISION OF SERVICES FOR THE NATIONAL ASSESSMENT PROGRAM OPT-IN 2027

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

Tenderers should refer to **PART B – DRAFT CONTRACT**,
which sets out the project details and the terms and conditions for the services

Table of contents

1.	Introduction	4
1.1.	Invitation to Tender	4
1.2.	Key terms	4
1.3.	Form of contract	5
1.4.	Governing law	5
2.	Lodging Tenders.....	5
2.1.	Location of email Tender Box and Tender Closing Time	5
2.2.	Electronic lodgement	5
2.3.	Late lodgement policy.....	6
3.	Additional information and variations to the RFT documentation	6
3.1.	RFT documentation	6
3.2.	Registering interest to Tender.....	7
3.3.	Requests for additional information	7
3.4.	Variation of the RFT	7
3.5.	Errors and alterations.....	7
4.	Information management.....	8
4.1.	ACARA's confidential information	8
4.2.	Tenderer's confidential information.....	8
4.3.	Use of tender documents.....	9
5.	Policy and law	9
5.1.	Ethical dealing	9
5.2.	Conflicts of interest	10
5.3.	Application of law and Commonwealth policy.....	11
6.	Matters concerning Tender response.....	11
6.1.	Tender response requirements.....	11
6.2.	Tenderers to inform themselves	13
6.3.	Disclaimer	13
6.4.	Offers and acceptance of offer	14
6.5.	Complaints.....	14
7.	General matters	14
7.1.	Prices and units	14
7.2.	Joint or part Tenders.....	15
8.	Evaluation of Tenders.....	15
8.1.	Evaluation process.....	15

8.2.	Security, probity and other checks	16
8.3.	Samples	16
8.4.	Minimum content and format requirements	16
8.5.	Conditions for participation	17
8.6.	Clarification, short-listing and negotiations	17
8.7.	Termination of an RFT	17
9.	Other Matters.....	17
9.1.	Public statements	17
9.2.	Additional rights of ACARA	18
9.3.	Debriefing.....	18
Schedule 1. Tender Response Forms.....		1
Attachment 1: Tenderer's details		2
Attachment 2: Tenderer's Deed.....		4
Attachment 3: Service Delivery		7
Attachment 4: Tenderer's experience, performance history and referees		8
Attachment 5: Tenderer's management capability and key personnel		9
Attachment 6: Price Schedule		10
Attachment 7: Financial Viability Questionnaire		11
Attachment 8: Statement of Compliance with Contract		13

RFT 7-26, IN RELATION TO THE PROVISION OF SERVICES FOR THE NATIONAL ASSESSMENT OPT-IN 2027

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 Part B – Draft Form of Contract.

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 Sydney time on 29 October 2026
Contact officer	Adam Larkins Suite 6.01 Level 6, 323 Castlereagh Street, Sydney NSW 2000 Email: Adam.Larkins@acara.edu.au / procurement@acara.edu.au
Deadline for submission of tenderers' questions	3pm Sydney time on 22 October 2026
Draft contract	the document set out in Part B Draft form of Contract.
Offer period	six months from the Closing Time
Services	the services set out in the Schedule of Part B Draft form of Contract.
Tender	any Tender submitted in response to this RFT

Tender Box	By email: Private and confidential RFT 7-26, IN RELATION TO THE PROVISION OF SERVICES FOR THE NATIONAL ASSESSMENT PROGRAM OPT-IN 2027 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 "RFT 7-26, IN RELATION TO THE PROVISION OF SERVICES FOR THE NATIONAL ASSESSMENT PROGRAM OPT-IN 2027"
Tender response forms	the Tender response forms set out in Schedule 1.
Tenderer	Any entity that submits a Tender, or where the context requires, is proposing to submit a Tender

1.3. Form of contract

- 1.3.1. ACARA will enter into a contract substantially in the form of the Draft form of Contract with the successful Tenderer.

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 should 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 a 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 a 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 that 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 a 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 as 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 accepted unless the Tender is late as a consequence of mishandling by ACARA.

3. ADDITIONAL INFORMATION AND VARIATIONS TO THE RFT DOCUMENTATION

3.1. RFT documentation

- 3.1.1. The RFT documentation consists of:
 - a. Part A – Request for Tender
 - b. Part B – Draft form of Contract

- 3.1.2. Tenderers should obtain parts A and B of the RFT documentation from ACARA's Contact Officer or website.

3.2. Registering interest to Tender

- 3.2.1. Tenderers should email the Contact Officer to register their interest to submit a Tender to be able to directly receive any addenda to the RFT documentation.

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 confidential. Inappropriate identification of information as confidential will be considered by ACARA when determining what, if any, response is 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.

3.5. Errors and 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, which 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
 - 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 that 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–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 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 a 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:
 - 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 in Schedule 1. Tender Response Forms 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) that 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 that 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; and
 - 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.

- 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).

Note: For a fact sheet on Commonwealth legislation that may apply to Australian Government contractors, see <https://www.ags.gov.au/publications/fact-sheets>

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. Tender Response Forms. 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	Tenderer's capability	50%	Tenderers should provide details of how they would provide the Services by completing Attachment 3: Service Delivery in Schedule 1. Tender Response Forms.	
2	Tenderers' experience, performance history and referees	25%	Tenderers should provide details of relevant Case Studies Attachment 4: Tenderer's Case Studies in Schedule 1. Tender Response Forms.	
3	Tenderers' demonstrated management capability and key personnel	25%	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. Tender Response Forms.	
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. Tender Response Forms.	
5	Financial viability	Unweighted	Tenderers should complete the Attachment 7: Financial Viability Questionnaire in Schedule 1. Tender Response Forms.	
6	Tenderers' 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. Tender Response Forms.	

6.1.2. Tenderers should provide their details by completing the form at Attachment 1: Tenderer's in Schedule 1. Tender Response Forms.

- 6.1.3. Tenderers must complete and execute the Tenderer's Deed in Schedule 1. Tender Response Forms.

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 that 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. Tender Response Forms. In preparing their Tenders, Tenderers must not rely on:
 - f. 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
 - g. any warranty or representation made by or on behalf of ACARA, except as are expressly provided for in this RFT.
- 6.2.4. 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. Tender Response Forms 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:

Jason McLeod

Jason.McLeod@acara.edu.au

7. GENERAL MATTERS

7.1. Prices and units

- 7.1.1. 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.
- 7.1.2. 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.
- 7.1.3. 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.
- 7.1.4. 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 Tenders 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 non-compliance with the Contract stated by the Tenderer in Attachment 8: Statement of Compliance with Contract and 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. ACARA may take into account information provided by a Tenderer in response to one criterion in its evaluation of another criterion.
- 8.1.3. The evaluation criteria are not specified in any order of importance. Notwithstanding this, 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.
- 8.1.4. 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.
- 8.1.5. 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.
- 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. Script Trialling with Tenderers shortlisted during the evaluation; and
 - b. discussions with 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 a sample, a name of a Tenderer and the RFT number to which the sample relates.
- 8.3.2. If requested by a 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 not a joint Tender (see paragraph 7.2.1);
- b. the Tender is written in English;
- c. measurements are expressed in Australian legal units of measurement; 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. Tender Response Forms).

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 and seek further information from them;
- d. enter into negotiations or discussions with one or more Tenderers; or
- e. discontinue negotiations or discussions with a Tenderer, whether or not the Tenderer has been notified that it is the preferred Tenderer.

8.6.2. Tenderers should nominate in their Tender a person for the purpose of responding to any clarification requests that 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. Tender Response Forms. The person nominated by the Tenderer must be authorised to represent and bind the Tenderer in relation to this RFT.

8.7. Termination of an RFT

8.7.1. ACARA may terminate a 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;
 - 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.

SCHEDULE 1. TENDER RESPONSE FORMS

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

- 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:

Include a full explanation of any part of the Services that 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 will 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^ 2014

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 specifications listed below. These are described in detail in item 2 of the Schedule to the Contract

Reference	Response topics
2.4.1	Project management
2.4.2	School participation
2.4.3	Helpdesk and training materials
2.4.4	Marking operations
2.4.5	Data cleaning and analysis
2.4.6	Secure deletion of data

- 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.

Risks	Tenderer's risk management response
Add rows as required	

ATTACHMENT 4: TENDERER'S EXPERIENCE, PERFORMANCE HISTORY AND REFEREES

- 4.1 Provide a summary of three projects that are similar to this project. Tenderer's should detail the similarities and the resulting efficacy. Limit the summary to a maximum of three cases. Contact details of a referee(s) to verify the statement of claims against each of the projects is also required.

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

ATTACHMENT 5: TENDERER'S MANAGEMENT CAPABILITY AND KEY PERSONNEL

5.1 Tenderers should provide details about their management capability.

Management capabilities:

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 including their role in the projects detailed at Attachment 4.

Name, position	Directly relevant experience	Skills and qualifications
Add rows as required		

ATTACHMENT 6: PRICE SCHEDULE

6.1. Tenderers should provide pricing using the following table for all the Project Services

It is anticipated approximately 300 schools may potentially participate in NAP Opt-in assessments. In addition, Tenderers should provide pricing in increments of 50 additional schools from 300 schools (the base pricing is for 300 schools).

It is estimated that approximately 250,000 scripts in total will require marking; for Science Literacy, Civics and Citizenship and ICT Literacy. For the purposes of the quote, the Contractor should provide pricing for marking the scripts in increments of 1000 scripts from 250,000 above estimated number of scripts.

6.2. Tenderers should provide the annual indexing to be applied should the extension options at clause 34 of the Contract be exercised.

Deliverables	Ex GST	GST	Inc GST
Project management			
Helpdesk support and training material			
Marking operations			
Data cleaning and analyses			
Total Price			
Each additional 50 schools, above 300			
Each additional 1,000 scripts, above 250,000			

6.2 Other Pricing Issues

Tenderers 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 ACARA 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).

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 ~~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 – AUD

Item	Year to date	Previous financial year	Next to previous financial year
Operating income			

Request for tender (including tender response schedule)

RFT 7-26

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 Part B – Draft form of Contract, Tenderers' compliance is subject to any exceptions noted in their response to this schedule.

Tenderers should indicate compliance with each provision of the Draft form of Contract for Implementation and Operation, 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