

From: s 22  
To:  
Cc:  
Subject: Cheaper Child Care Campaign [SEC=OFFICIAL]  
Date: Tuesday, 17 January 2023 12:12:52 PM  
Attachments: [image001.jpg](#)  
[image002.png](#)

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**SEC=OFFICIAL**

Hi s 22

Further to our conversation, I can confirm we have now sighted Minister Gallagher's response to Minister Clare confirming authority for the Cheaper Child Care campaign.

I can confirm it has been allocated to the group of GCCP suppliers experienced in delivering campaigns on government programs and entitlements:

s 22

- Embrace Society (Multicultural communication specialists); and

s 22

- 

s 22



s 47F | A/g Assistant Secretary  
Communications Advice Branch (CAB)  
Department of Finance

s 22

s 22


**A:** One Canberra Avenue, Forrest. ACT 2603



SEC=OFFICIAL

## Additional Contacts

## Procurement Plan

 Use of this procurement plan template is to assist Procuring Officials to describe the requirements, expected cost, method, risk assessment and document the delegate's approval to approach the market and enquiries undertaken to assess value for money. This form was developed to be consistent with the Commonwealth Procurement Rules, Accountable Authority Instructions and Procurement Best Practice.

The Accountable Authority Instructions (AAIs) require that all procurements valued at \$10,000 (including GST, if any) or above must have a procurement plan that describes the requirements, expected cost, method, risk assessment and documents the delegate's approval to approach the market and enquiries undertaken to assess value for money.

The AAIs mandate that prior to undertaking any procurements valued at \$10,000 or above, the Procuring Official must have completed the Indigenous Procurement Policy (IPP) training on LearnHUB in the last 12 months.

If you require assistance, please contact the Procurement Policy Team on x68600 or email [procurement@dese.gov.au](mailto:procurement@dese.gov.au)

Submitting Officer  
(required)

s 22 s 47F s 22

Organisational unit  
(required)

Department of Education

Are you completing this plan on the behalf  
of another staff member?  
(required)

☒ Yes ☐ No

Who is this request on behalf of?  
(required)

Dijanna Ratajkoski s 47F s 22

### 1. Indigenous Procurement Policy Training.

Have you completed the 'Supporting Indigenous Businesses and their Communities: an Introduction to the Commonwealth Indigenous Procurement Policy' training on LearnHub in the last 12 months?  
(required)

☒ Yes ☐ No

Under the Accountable Authority Instructions, prior to undertaking any procurements valued at \$10,000 or above you must have completed the 'Supporting Indigenous Businesses and their Communities: an Introduction to the Commonwealth Indigenous Procurement Policy' training on [LearnHub](#) in the last 12 months.

Provide the date you completed the IPP  
training on LearnHub  
(required)

31/01/2023

### 2. Procurement Details

HPE Content Manager File Number  
(required)

ESE22/4835

Enter the [HPE Content Management Number](#) where Procurement Documents will be stored in accordance with CPRs 7.2-7.5:

## Records

**7.2 Officials** must maintain for each *procurement* a level of documentation commensurate with the scale, scope and risk of the *procurement*.

**7.3** Documentation should provide accurate and concise information on:

- the requirement for the *procurement*;
- the process that was followed;
- how value for money was considered and achieved;
- relevant approvals; and
- relevant decisions and the basis of those decisions.

**7.4 Relevant entities must** have access to evidence of agreements with suppliers, in the form of one or a combination of the following documents: a written contract, a purchase order, an invoice or a receipt.

**7.5** Documentation **must** be retained in accordance with the *Archives Act 1983*.

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### Important Note

HPE Content Manager file number should be used as the Procurement Reference Number in all procurement documentation. For assistance using HPE Content Manager, please see the [Information Management Intranet Page](#).



#### HP Records

- You must save the approved Procurement Plan in the relevant HP Records Manager file (and/or create a file for this purpose) in accordance with the Practical Guide: Record Keeping in Procurement
- The HPE Content Manager file number should also be used as the Procurement Reference Number in all procurement documentation.

### Procurement Title

(required)

Provide a brief description suitable for public reporting (e.g. AusTender reporting or Senate Estimates. Do not use acronyms.)

Child Care Subsidy Changes campaign - Multicultural Specialist

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### Total Estimated Value (GST inclusive)

(required)

Note: This is an **estimation** of the expected **maximum value** of the procurement.

\$275,000.00



**Important Note:** To accurately estimate the total value of the procurement, you **must** include any extensions, options, renewals, GST, applicable fees, licenses, support costs and end of life disposal cost etc.

### How was the value estimated?

(required)

Provide additional information on how the value was estimated, as needed, to satisfy the Delegate that the estimate is appropriate to the procurement.

The estimated value of this procurement is based on previous campaigns of a similar nature and similar budget.

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## 3. Required Goods or Services

Select from the below list of the most common United Nations Standard Products and Services Code titles used for reporting on AusTender (if available). If no suitable category is available, you may add your own description. Note that for all ICT procurements, including hardware, software, ICT consultancy services or contractors, you will also need to complete an [ICT Sourcing Request](#).

Select the category of goods or services that you require  
(required)

Other

Please describe the other category  
(required)

Multicultural communication specialist services

Is your requirement primarily for Services?  
(required)

Select "Yes" for services or "No" for goods

☒ Yes ☐ No

Please include your Statement of Requirements (SOR) and deliverables  
(required)

Provide appropriate background information to demonstrate to the Delegate why the particular good or service is required and how it will contribute to business outcomes.

The service we are seeking to buy is specialist multicultural expertise to develop a culturally and linguistically diverse communication strategy to inform the communications and marketing approach for the proposed Child Care Subsidy Changes campaign.

Is your procurement for services directly to children?  
(required)

Have you completed the mandatory Commonwealth Child Safe Framework training on [Learnhub](#)? If not, please complete the training before proceeding with your procurement.

☐ Yes ☒ No

Will the goods or services include activities that involve contact with children that is a usual part of, and more than incidental to, the funded activity?  
(required)

☐ Yes ☒ No

#### 4. Consultancy Services



Does this procurement meet the criteria of a 'Consultancy Service'?

If you are unsure what classifies as a consultancy arrangement, refer to the [Consultancy Guidance and Information](#).

Tick the criteria that apply to your proposed arrangement?

- ☒ Will the services involve the development of an intellectual output that will assist the department's decision-making?
- ☐ Will the intellectual output represent a view of the service provider (as opposed to the department's view)?
- ☐ Is the independent intellectual output the sole or majority element of the proposed services?



If you answered "Yes" to the three questions above, then your proposed procurement is a consultancy.

You must obtain approval from the relevant Deputy Secretary or the National Skills Commissioner prior to approaching the market.

Is your proposed arrangement a consultancy?  
(required)

☐ Yes ☒ No

#### 5. Indigenous Suppliers

Will the goods or services will be delivered primarily in a remote area?  
(required)

☐ Yes ☒ No



#### Important Note:

There are many capable Indigenous owned businesses listed on Supply Nation. Low value, low risk procurements are opportunities for the department to give small to medium Indigenous enterprises a chance to demonstrate and grow their business capability, so long as they offer value for money.

Were any suppliers identified?  
(required)

☐ Yes ☒ No

Add attachments if needed

No uploaded files.

## 6. Procurement Method

If the procurement value is at or over \$80,000, the Additional Rules for Procurements at or above the relevant procurement threshold in Division 2 of the [Commonwealth Procurement Rules](#) apply, unless you are applying a relevant Exemption. This threshold applies to all procurements (other than for construction services).

Identify which procurement method you propose to use:  
(required)

Limited Tender (In accordance with paragraph 10.3 of the [Commonwealth Procurement Rules \(CPR\)](#)).

Limited Tender (exemption under Appendix A of the [Commonwealth Procurement Rules \(CPR\)](#)).

Open Tender via an existing Standing Offer Notice (also known as [Panel Arrangements](#)).

Open Tender via [AusTender](#) (which may include multi-stage procurements). The delegate must approve an [Evaluation Plan](#) before the Request for Tender is released.

- ☒ Procurement process via a Panel Arrangement
- ☐ Limited Tender (In accordance with paragraph 10.3 of the Commonwealth Procurement Rules (CPR) )
- ☐ Limited Tender (exemption under Appendix A of the Commonwealth Procurement Rules (CPR))
- ☐ Open Tender via AusTender (which may include multi-stage procurements)



When conducting a procurement process via a panel arrangement (standing offer), you must use the following panel templates unless otherwise advised by Procurement:

- Request for Quote Template
- Work Order Template (sometime called Official Order)

Both templates are available on the AusTender Dynamic Sourcing 4 Panels (DS4P) portal. Please visit our Standing Offer (Panel Arrangements) for instructions on accessing and using DS4P.

If you have any issues with accessing the panel documents, please contact the Procurement Team for assistance.

Enter the Standing Offer Notice (SON):  
(required)

SON3754402

Describe how you will identify and select suppliers: (Your approach must be consistent with the procurement method selected.)  
(required)

S 4.4 of the Commonwealth Procurement Rules

### Achieving value for money

Achieving value for money is the core rule of the CPRs. Officials responsible for a procurement must be satisfied, after

reasonable enquires, that the procurement achieves a value for money outcome.

Procurements should:

Under the whole of Government Advertising Arrangement, administered by the Department (the Department) of Finance, Commonwealth, the Department will consider the campaign brief and recommend a supplier from the Government Communications Campaign panel. The department is required to use Embrace Society to deliver multicultural specialist services. The proposal will be assessed based on their demonstrated understanding of the department's work and the research findings from the developmental research supplier, appropriateness of the proposed communications strategy approach and ability to deliver the project on time and within budget.

- a. encourage competition and be non-discriminatory;
- b. use public resources in an efficient, effective, economical and ethical manner that is not inconsistent with the policies of the Commonwealth<sup>3</sup> ;
- c. facilitate accountable and transparent decision making;
- d. encourage appropriate engagement with risk; and
- e. be commensurate with the scale and scope of the business requirement.

<b>Provide Supplier/s to be approached</b> <small>(required)</small>	Embrace Society
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<b>Provide Supplier/s to be approached</b> <small>(required)</small>	Embrace Society
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7. Procurement Timetable



Estimated procurement timetable

You must provide sufficient time for potential suppliers to prepare & lodge responses to an Approach to Market (ATM).  
Note: Open tenders via AusTender (Request for Tender) must comply with the minimum time limits outlined in Division 2 of the CPRs. For multi-stage procurements, each stage must comply with the minimum time limits.

<b>Approach to market date (dd/mm/yyyy)</b> <small>(required)</small>	22/03/2023
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<b>Closing date for responses (dd/mm/yyyy)</b> <small>(required)</small>	28/03/2023
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<b>Final date to evaluate responses (dd/mm/yyyy)</b> <small>(required)</small>	29/03/2023
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<b>Contract start date (dd/mm/yyyy)</b> <small>(required)</small>	30/03/2023
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8. Contract



You must seek legal advice on your draft contract where you propose to:

- Change any standard terms and conditions in a Commonwealth or departmental template contract
- Are considering or entering into a non-Commonwealth contract or agreement
- The commitment has a value of \$2 million or more (GST inclusive), or
- A contingent liability is included.

**What terms and conditions will apply to the contract?**  
(required)

Standard contract terms from the [Commonwealth Contracting Suite](#)

Standard contract terms under the department's [Long Form Services Contract](#) (This contract may be used for procurements estimated at over \$1 million)

- ☐ Standard contract terms from the Commonwealth Contracting Suites
- ☒ Standard terms under a Deed of Standing Offer (Panel Arrangement)
- ☐ Standard contract terms under the department's Long Form Services Contract
- ☐ Non-standard or other contract terms and/or conditions

**Will the contract have any extension options/clauses?**  
(required)

☒ Yes ☐ No

 Any extension option/s must be appropriately costed and included in the total estimated value of the procurement. Options to extend cannot be added later. If your contract does not contain an option to extend and there is a requirement for the continued supply of the goods or services, you will need to conduct a new procurement process

**Provide details of extension option/s (eg. 1 x 6 month extension)**  
(required)

12 month extension

**For procurements resulting in contracts over \$100,000, will there be any additional confidentiality provisions over and above the standard Commonwealth Terms and Conditions?**  
(required)

☐ Yes ☒ No

**Is legal advice required?**  
(required)

☒ Yes ☐ No

**Identify what legal advice has or will be sought (and when) and/or received.**  
(required)

RFQ and Contract templates for procuring agencies under the whole of government arrangement were prepared by the Department of Finance. We will seek review from the Department of Education's Legal team on these documents.

**Upload Supporting Documents**

 No uploaded files.

## 9. Risk Assessment

All the risks relating to the procurement need to be captured in a risk plan in RiskNet2. If the risks cover activities that are part of a policy, project or program, these risks should be covered in a policy, project or program risk plan.

If the risks are not covered as part of a policy, project or program, these risks should be covered in either a Procurement, Contract Management, Events or Contingent Liabilities risk plan.

Risks are likely to change throughout the lifecycle of the procurement. You should periodically review the initial risk assessment and amend as circumstances and your risk exposure changes.

Should you have any questions relating to your Risk Assessment, please contact the Enterprise Risk Management team.

**Have you completed a Risk Assessment?**  
(required)

☒ Yes  
☐ No

**RiskNet 2.0 Plan ID**  
(required)

001251

**Is there anything further you would like to add?**  
(required)

☐ Yes ☒ No

## **10. Reallocate or Submit to Delegate**

**Do you need to have this application reviewed by your Line Manager?**  
(required)

☒ Yes ☐ No

"Please note, if a FAS or DS is the approving delegate, this must be sent to their EO as the reviewing official"



Please select your Line Manager / Reviewing Official / Executive Officer (EO) in the Delegate Details section below and Submit.

Submission

Submitted on 22 Mar 2023 09:09 by

s 22s 47Fs 22

Delegate Details

Line Manager / Reviewing Official / Executive Officer (EO)

Dijanna Ratajkoski s 47Fs 22

Outcome: Reviewed Effective: 22-03-2023 Recorded: 22-03-2023 [View Comments](#)

Approving Authority

David PATTIE s 47Fs 22

Outcome: Approved Effective: 22-03-2023 Recorded: 22-03-2023 [View Comments](#)

 By submitting this form, you are confirming the information provided to the Delegate is correct and that you are aware of your obligations under the Commonwealth Procurement Rules, (CPRs), Accountable Authority Instructions (AAIs) and the *Public, Governance, Performance and Accountability (PGPA) Act 2013*.

Amendment History

☐ Include deleted

Application	Title	Status	Outcome	Last Updated
4048	[4048] s 22	Complete <a href="#">[this application]</a>	Complete Approved	22/03/2023

**From:** [EDUC - Campaigns](#)  
**To:** s 47F  
**Cc:** s 22 [EDUC - Campaigns](#)  
**Subject:** REQUEST FOR QUOTE | Multicultural communications services for the Child Care Subsidy Changes Campaign  
**Date:** Wednesday, 22 March 2023 2:03:27 PM  
**Attachments:** [image001.jpg](#)  
 s 22

[Annex 4 - RFQ and Draft Contract - Embrace.docx](#)

Hi s 47F

As you are aware, the Department of Education is seeking the services of a Multicultural communications specialist for the Child Care Subsidy Changes campaign.

Please find attached the following documents:

s 22

- Annex 4 – RFQ and draft contract

s 22

We welcome your response to our Request for Quote by **Wednesday 29 March 2023, 5:00pm AEST**.

Responses can be emailed direct to s 22 cc'ing in [campaigns@education.gov.au](mailto:campaigns@education.gov.au). Please ensure you complete the Statement of Work (Part 2) on pages 11 and 12 of Annex 4 – RFQ and Draft Contract.

If you have any questions please don't hesitate to contact s 22 or myself on s 22

Kind regards,

s 22

Campaigns | Communication Branch  
 People, Parliamentary and Communication Division  
 Australian Government Department of Education  
 s 22

[Website](#) | [Twitter](#) | [LinkedIn](#) | [Facebook](#) | [Newsroom](#)



The Department of Education acknowledges the traditional owners and custodians of country throughout Australia and their continuing connection to land, waters and community. We pay our respects to them and their cultures, and Elders past, present and emerging.

## Annex 4 - DoSO Request for Quote and Contract Template

### **Note to Supplier and Customer:**

This document sets out the template Request for Quote and template Contract that a Customer may issue to the Supplier if it requires any Services from the Supplier. The Lead Customer may notify the Supplier of alternative templates to be used by Customers from time to time.

The template Request for Quote and template Contract under this DoSO are designed to be as flexible as possible. The templates include draft wording that may not be suitable for the applicable Services required by the Customer and may need to be amended or supplemented with additional terms in order to reflect the Customer's requirements.

To this end, Customers will need to consider its requirements and whether any additional terms are required to address any risks relevant to the required Services.

Note that this document includes balloon comments. These balloon comments are designed to assist the drafters of any RFQ and Contract to consider relevant issues and should be deleted from the final documentation issued to the Customer). Some balloon comments are designed to assist the Supplier to respond to the relevant requirements.

# Request for Quote

This Request for Quote (RFQ) (including its attachments) is issued by the Customer under the Deed of Standing Offer (DoSO) as described below.

## DoSO Details

DoSO Title	Government Communications Campaign Panel
Standing Offer Notice (SON) ID	SON3754402
Lead Customer Name	Department of Finance

## RFQ Details

RFQ Reference ID	ESE22/4835
RFQ Release Date	22 March 2023
RFQ Closing Date and Time	29 March 2023, 5.00pm AEST
Question Closing Date and Time	N/A

## Customer Details

Customer Name	The Commonwealth of Australia as represented by the Department of Education
Customer ABN	12 862 898 150
Customer Contact Officer Name	s 22
Customer Contact Email	
Customer Contact Phone	
Customer's Public Interest Disclosure Contact Officer <i>Refer to the Commonwealth DoSO Terms clause D.E.20.H.1 Public Interest Disclosure</i>	All Public Interest Disclosure matters relating to this procurement should be referred to an authorised Public Interest Disclosure officer via email to <a href="mailto:PID@education.gov.au">PID@education.gov.au</a> .
Complaints <i>If your issue is not resolved by the Contact Officer or alternative complaints person, refer <a href="https://www.finance.gov.au/procurement/procurement-coordinator/complaints-handling-charter.html">https://www.finance.gov.au/procurement/procurement-coordinator/complaints-handling-charter.html</a> for more information relating to the handling of complaints.</i>	In the first instance, complaints, if any, relating to this RFQ should be directed to the Customer Contact Officer (see above) or: Name/Position: s 22 Email Address:

## Contract Details

Proposed Start Date	31 March 2023
Proposed Term	The Contract will remain in force until 30 June 2023.
Contract Extension Option	Up to 12 months from the end of the initial Proposed Term.

Any resulting Contract will comprise the following (as amended and agreed between the parties): the DoSO Terms, to the extent these apply (including any Additional DoSO Terms), the Contract Details form, the Statement of Work (Part 1) – Details of the Customer's Requirement, including any Additional Contract Terms, the Statement of Work (Part 2) – the Supplier's Response, and the Commonwealth Contract Terms current at the RFQ Release Date (attached at Schedule 3).

## Attachments

This RFQ includes the following attachments:

- i. Statement of Work (Part 1) – Details of the Customer's Requirements
- ii. Statement of Work (Part 2) – Supplier's Response
- iii. Commonwealth Contract Terms current at the RFQ Release Date (attached at Schedule 3).

These attachments, along with any applicable terms in the DoSO, will form the Contract if agreed and signed by the Customer.

## Lodgement

The Supplier's Response must be lodged by the RFQ Closing Date and Time. The Customer will not consider late responses, unless the response is received late solely due to mishandling by the Customer.

The Supplier must submit the completed form **Statement of Work (Part 2) – Supplier's Response** in order to be considered by the Customer to provide the Customer's Requirement. Other files may be submitted if required by the Customer.

The Supplier's Response must be lodged electronically to the **email address** [campaigns@education.gov.au](mailto:campaigns@education.gov.au) and should refer to the RFQ Reference ID.

Lodging a response will constitute an offer by the Supplier to provide the Customer's Requirement on the terms and conditions of the DoSO and the Contract. This RFQ is an invitation to treat and is not taken to be, and cannot be relied upon as, an offer capable of acceptance by any person, and does not create any form of contractual or other right, whether implied or otherwise.

Any questions or complaints regarding this RFQ must be directed to the Customer's Contact Officer.

## Statement of Work (Part 1)

Standing Offer Notice (SON) ID	SON3754402
RFQ Reference ID	ESE22/4835
Customer Name	Department of Education

## Details of Customer's Requirement

R.A.1	<b>Required Capabilities</b> <ul style="list-style-type: none"> <li>Communicating with Multicultural Audiences</li> </ul>
R.A.2	<b>Detailed Description of the Requirement</b> <p>The Customer invites a proposal from Embrace Society (the Supplier) to develop and implement a Culturally and Linguistically Diverse (CALD) communication strategy to communicate to the target audience changes to the Child Care Subsidy occurring in July 2023.</p> <p><b><u>TASK</u></b></p> <p>The Supplier is required to <b>develop a proposed communication strategy</b> for the successful communication of the Child Care Subsidy Changes Campaign with multicultural audiences across Australia, including in regional locations.</p> <p>The proposed activities must align to the broader campaign objectives and support the paid media component of the Campaign for multicultural audiences.</p> <p>The Customer requires the Supplier to:</p> <ul style="list-style-type: none"> <li>provide advice, throughout the Campaign development process, on the appropriateness of the advertising materials for multicultural audiences.</li> <li>formulate appropriate messages for multicultural audiences and advice on effective means of communication.</li> <li>provide advice on the appropriate selection of communities/languages for communication with people from non-English speaking backgrounds.</li> <li>liaise with the village suppliers as appropriate.</li> <li>provide translation services including translation of creative materials required for media placement.</li> <li>liaise with Government's Master Media Buy Agency (Universal McCann) on the dispatch of translated creative material.</li> <li>provide recommendations on potential paid and unpaid partnerships in collaboration with the Government's Master Media Buy Agency (Universal McCann).</li> <li>provide an evaluation of the communications approach and outcomes for multicultural audiences of the Campaign.</li> </ul> <p><b>This RFQ should be read in conjunction with the Integrated Communication Brief at Attachment A and take into consideration findings from the developmental research.</b></p> <p><b><u>SUBMISSION PROCESS</u></b></p> <p>As part of the proposal to undertake the Services the Supplier must:</p> <p><b>Submit a written proposal</b></p> <p>The written proposal must be submitted by the closing time and include:</p> <ul style="list-style-type: none"> <li>a strategic rationale</li> <li>the proposed communication strategy approach</li> <li>detail how the communication strategy could be applied to relevant media channels</li> <li>a completed Statement of Work (Part 2) (see below template).</li> <li>A breakdown of costs for the Services.</li> </ul>

- details of the Supplier's approach to:
  - using Indigenous Enterprises in its supply chain; and
  - the employment of Indigenous Australians (see clause R.A.13 of the RFQ).

In addition to the above, the proposal must:

- be restricted to **25 or fewer**, A4, single-sided numbered pages using 12 point font. This excludes the DoSO Statement of Requirement Pricing Schedule, remuneration template and the Supplier's curriculum vitae and company experience, which must be no more than 30 pages in an attachment to the main document
- provide an executive summary of **no more than two pages**
- be provided in Word or PDF format
- include a table of contents

The Supplier's proposal must be submitted no later than the **closing time of 5pm AEST on 29 March 2023** to **s 22** and [campaigns@education.gov.au](mailto:campaigns@education.gov.au).

## BUDGET

The total contract amount must not exceed \$250,000 (exc. GST). A detailed budget breakdown should be submitted.

Indicative timeframes are outlined below:

Timeframe	Activity
29 March 2023	Proposal due
31 March 2023	Contract signed
April (TBC) 2023	Strategy approved by department
June (TBC) 2023	Final Report

<b>R.A.3</b>	<b>Standards</b>	The Supplier must comply with any Standards specified in the DoSO and in R.B.2 of the Statement of Work (Part 2).
<b>R.A.4</b>	<b>Key Performance Indicators</b>	The Supplier must comply with any Key Performance Indicators specified in the DoSO and in R.B.2 of the Statement of Work (Part 2).
<b>R.A.5</b>	<b>Security Requirements</b>	Supplier personnel undertaking the Services will not be required to hold a current security clearance.
<b>R.A.6</b>	<b>Work Health and Safety</b>	The Supplier must comply with the Work Health and Safety requirements specified in DoSO.
<b>R.A.7</b>	<b>Delivery and Acceptance</b>	The Supplier must comply with the Delivery and Acceptance requirements specified in the DoSO. Payments will be linked to contract deliverables, which will be negotiated between the Customer and the Supplier based on the milestones outlined in the proposal.

<b>R.A.8</b>	<b>Reporting</b>	<p>The Supplier must be available to provide the Customer with weekly updates on progress in delivering the services if needed.</p> <p>The Supplier must provide the Customer with:</p> <p>A final report on activities undertaken and budget expenditure report and provide copies of all materials developed under the contract, including original artwork for creative and CALD community engagement materials.</p> <p>The report must include:</p> <ul style="list-style-type: none"> <li>○ an executive summary (maximum 2 pages)</li> <li>○ information about the project including, as relevant. <ul style="list-style-type: none"> <li>• details of all activities undertaken</li> <li>• a copy of all communication materials</li> <li>• a summary of the community engagement results</li> <li>• locations of activities</li> <li>• expenditure breakdown</li> </ul> </li> <li>○ analysis and interpretation of results, clearly linked to the strategy objectives</li> <li>○ findings and conclusions/ recommendations for future activities.</li> </ul>
<b>R.A.9</b>	<b>Meetings</b>	The Supplier must attend scheduled meetings with the campaign village suppliers.
<b>R.A.10</b>	<b>Facilities and Assistance offered by the Customer</b>	The Customer will not make any facilities or assistance available to the Supplier.
<b>R.A.11</b>	<b>Customer Material provided by the Customer:</b>	The Customer will not provide any Material.
<b>R.A.12</b>	<b>Insurances</b>	<p>As outlined in the DoSO, the Supplier must hold and maintain for the Contract:</p> <ul style="list-style-type: none"> <li>• Public Liability Insurance</li> <li>• Workers Compensation Insurance</li> <li>• Professional Indemnity Insurance.</li> </ul>
<b>R.A.13</b>	<b>Indigenous Procurement Policy Requirements</b>	<p>The Supplier must use reasonable endeavours to increase:</p> <ul style="list-style-type: none"> <li>• purchasing from Indigenous enterprises; and</li> <li>• employment of Indigenous Australians,</li> </ul> <p>in the provision of the Required Capabilities.</p> <p>Purchases from Indigenous enterprises may be in the form of engagement of an Indigenous enterprise as a subcontractor, and use of Indigenous suppliers in the seller's supply chain.</p> <p>In R.A.13, "<b>Indigenous enterprise</b>" means an organisation that is 50 per cent or more Indigenous owned that is operating a business.</p>
<b>R.A.14</b>	<b>WGE compliance</b>	Not Applicable





## Additional Contract Terms

### Note to Supplier:

This is an example of **some** of the additional terms which may be included in a Contract. This is not an exhaustive list of terms and Customers will ensure that any additional contract terms are tailored and appropriate to meet the Customer's requirements. Customers may therefore seek to amend, remove, or add to any of the following example terms, as required by the Customer.

<b>R.A.1</b>	<b>Payment</b>
	<p>Where the Customer and the Supplier both have the capability to deliver and receive e-Invoices through the Pan-European Public Procurement On-Line (<b>PEPPOL</b>) framework and have agreed to use electronic invoicing (e-Invoicing), the Customer will pay the amount of a Correctly Rendered Invoice to the Supplier within five (5) calendar days after receiving it, or if this day is not a business day, on the next business day.</p> <p>In all other circumstances, the Customer will pay the amount of a Correctly Rendered Invoice to the Supplier within twenty (20) calendar days after receiving it, or if this day is not a business day, on the next business day.</p> <p>If the total initial value of the Contract (excluding any options, extensions, renewals or other mechanisms that may be executed over the life of the contract) is less than A\$1 million (GST inclusive) and the Customer fails to make a payment to the Supplier by the business day it is due, the Customer will pay the unpaid amount plus interest on the unpaid amount, provided the amount of interest payable under this clause exceeds A\$100.</p> <p>Interest payable under this clause will be simple interest calculated in respect of each calendar day from the day after the amount was due and payable, up to and including the day that the Customer effects payment, calculated using the General Interest Charge Rate available on the Australian Taxation Office website as it applies on the day the amount was due and payable expressed as a daily rate.</p>
<b>R.A.2</b>	<p><b>Intellectual Property – Customer Owns</b></p> <p>The Customer owns the Intellectual Property Rights in the Material created under this Contract.</p> <p>To the extent the Supplier or a third party holds any Intellectual Property Rights in any existing Material, the Supplier hereby agrees to licence the Customer to enable the Customer to exercise full rights and interests in the Intellectual Property Rights in any Material provided under this Contract. The Supplier agrees to create, execute or sign any documents and perform all acts which may be necessary to allow the use of those rights by the Customer for any purpose.</p> <p>The Customer grants to the Supplier a non-exclusive, non-transferable, irrevocable, royalty-free licence for this Contract Term to exercise the Intellectual Property Rights in the Material for the sole purpose of fulfilling its obligations under this Contract. The licence in this clause is subject to any conditions or limitations of third parties that the Customer notifies to the Supplier.</p> <p>Intellectual Property Rights in Goods provided under this Contract or pre-existing Intellectual Property of the Supplier, set out below (if any), will not change as a result of this Contract.</p>
<b>R.A.3</b>	<p><b>Confidential Information of the Supplier</b></p> <p>For confidential information of the Supplier listed at <b>R.B.8</b> (if any), the Customer agrees that the information meets the Commonwealth's confidentiality guidelines and agrees to treat the information as confidential unless required by law, a Minister or a House or Committee of Parliament, or for accountability or reporting purposes, to disclose the information. The Customer retains the right to disclose any other information contained in this Contract.</p>
<b>R.A.4</b>	<b>Pre-Existing Intellectual Property</b>
	<p>For pre-existing Intellectual Property listed at <b>R.B.7</b> (if any), the Supplier grants to, or in the case of third-party Material, must obtain for the Customer a non-exclusive, irrevocable, royalty-free, perpetual, world-wide licence (including the right to sub-licence) to exercise the Intellectual Property Rights in all Pre-</p>

	existing Material and third-party Material incorporated into the Material to enable the Customer to receive the full benefit of the Services and the Material and to exercise its rights in relation to the Material.
<b>R.A.5</b>	<b>Warranties</b>
	<p>The Supplier warrants that:</p> <ol style="list-style-type: none"> <li>1. it is entitled; or</li> <li>2. it will be entitled at the relevant time,</li> </ol> <p>to deal with the Intellectual Property Rights in the Material in the manner provided for in clauses R.A.2. and R.A.4.</p>
<b>R.A.6</b>	<b>Moral Rights</b>
	<p>R.A.6.1. In this clause R.A.6:</p> <p><b>Permitted Acts</b> means any of the following classes or types of acts or omissions:</p> <ol style="list-style-type: none"> <li>1. using, reproducing, adapting or exploiting all or any part of the Material, with or without attribution or authorship;</li> <li>2. supplementing the Material with any other Material;</li> <li>3. using the Material in a different context to that originally envisaged;</li> <li>4. releasing the Material to the public under an Open Access Licence;</li> <li>5. using the Material in advertising, merchandising or promotional purposes of any kind; and</li> <li>6. incorporating the Material into a website, mobile application, video production, digital resource, or other multi-media resource;</li> <li>7. but does not include false attribution or authorship.</li> </ol> <p>R.A.6.2. The Supplier agrees to obtain from each author of any Material a written consent which extends directly or indirectly to the performance of the Permitted Acts by the Customer or any person claiming under or through the Customer (where occurring before or after the consent is given) and, on request, to provide the executed original of any such consent to the Customer.</p>
<b>R.A.7</b>	<b>Directions from the Lead Customer</b>
	<p>The Supplier must comply with any reasonable directions given by the Lead Customer from time to time in relation to the performance of the Services under this Contract. If there is any inconsistency in any direction given by the Lead Customer under this DoSO or a Customer under any Contract, the directions of the Lead Customer will prevail.</p>
<b>R.A.8</b>	<b>Indemnity</b>
	<p>R.A.8.1. The Supplier indemnifies the Customer from and against any:</p> <ol style="list-style-type: none"> <li>1. cost or liability incurred by the Customer;</li> <li>2. loss of or damage to property of the Customer; or</li> <li>3. loss or expense incurred by the Customer in dealing with any claim against it including legal costs or expenses on a solicitor/own client basis and the cost of time spent, resources used or disbursements paid by the Customer,</li> </ol> <p>arising from either:</p> <ol style="list-style-type: none"> <li>4. a breach by the Supplier of this Contract; or</li> <li>5. an act or omission involving fault on the part of the Supplier or its personnel in connection with this Contract.</li> </ol> <p>R.A.8.2. The Supplier's liability to indemnify the Customer under clause R.A.8.1 will be reduced proportionately to the extent that any act or omission involving fault on the part of the Customer, or its personnel, contributed to the relevant cost, liability, loss, damage or expense.</p> <p>R.A.8.3. The right of the Customer to be indemnified under this clause R.A.8.1. is in addition to, and not exclusive of, any other right, power or remedy provided by law, but the Customer is not entitled to be compensated in excess of the amount of the relevant cost, liability, loss, damage or expense.</p>
<b>R.A.9</b>	<b>Child Safety</b>
	<p>R.A.9.1 If any part of the Services involves the Supplier employing or engaging a person (whether as an officer, employee, contractor, or volunteer) that is required by State or Territory law to have a working with children check to undertake the Services or any part of the Services, the Supplier agrees:</p>

	<p>a) to comply with all State, Territory or Commonwealth law relating to the employment or engagement of people who work or volunteer with children in relation to the Services, including mandatory reporting and working with children checks however described; and</p> <p>b) if requested, provide the Customer, at the Supplier's cost, an annual statement of compliance with this clause, in such form as may be specified by the Customer.</p> <p>R.A.9.2 When Child Safety obligations may be relevant to a subcontract, the Supplier must ensure that any subcontract entered into by the Supplier for the purposes of fulfilling the Supplier's obligations under the contract imposes on the Subcontractor the same obligations regarding Child Safety that the Supplier has under the Contract. Each subcontract must also require the same obligations (where relevant) to be included by the Subcontractor in any secondary subcontracts.</p>
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## Statement of Work (Part 2)

Standing Offer Notice (SON) ID	SON3754402
RFQ Reference ID	ESE22/4835

## Supplier's Response

The Supplier proposes to provide the Customer's Requirement as set out in the Statement of Work (Part 1) as set out below:

<b>R.B.1</b>	<b>Supplier Details</b>	
R.B.1(a)	Supplier Name	[Insert details]
R.B.1(b)	Supplier ABN	[Insert details]
R.B.1(c)	Supplier ACN	[Insert details]
R.B.1(d)	Supplier Contact Officer Unless otherwise specified, the Contact Officer is nominated as the Supplier Contract Manager.	Name/Position: Postal Address: Email: Telephone:
<b>R.B.2</b>	<b>Detailed Proposal to meet the Customer's Requirement</b>	
	<b>Standards</b> The Supplier proposes to meet the following Standards: <ul style="list-style-type: none"> <li>[Insert details]</li> </ul>	
	<b>Key Performance Indicators</b> The Supplier proposes to meet the following Key Performance Indicators: <p>(a) [Insert details]</p>	
<b>R.B.3</b>	<b>Price (GST Inclusive)</b> The Supplier must complete the attached pricing templates, or such other pricing templates as required by the Lead Customer or Customer from time to time. In addition, the Supplier must specify: <ol style="list-style-type: none"> <li>the total price inclusive of GST, taxes and charges;</li> <li>fixed prices for any Milestones inclusive of GST, taxes and charges as well as all other associated costs, including delivery fees (if applicable);</li> <li>any expenses not included in the total price; and</li> <li>a payment schedule for any Milestones.</li> </ol> The Customer will not reimburse any expenses incurred for the purposes of the Contract, unless the Supplier obtains the Customer's specific written approval prior to incurring the relevant expense. All proposed pricing must be calculated consistent with the requirements set out in the DoSO.	
<b>R.B.4</b>	<b>Specified Personnel</b> Only specify personnel where the Customer Requirement has identified personnel are required to have specific skills, experience or qualifications. Insert 'Not Applicable' if none.	Name: Position/Role: Current Security Clearance Level: Percentage of Total Project Time:
<b>R.B.5</b>	<b>Subcontractors</b> Provide details for each subcontractor organisation you will use. Insert 'Not Applicable' if none.	Full Legal Name: Postal Address: ABN/ACN: Scope of Works to be Subcontracted:
<b>R.B.6</b>	<b>Conflicts of Interest</b>	Yes/No (if yes give details)
<b>R.B.7</b>	<b>Pre-existing Intellectual Property</b>	Yes/No (if yes give details)
<b>R.B.8</b>	<b>Confidential Information</b>	Yes/No (if yes give details)

<b>R.B.9</b>	<b>Other Relevant Details</b>	Yes/No (if yes give details)
<b>R.B.10</b>	<b>Attachments</b> Detail any other files that form part of the Supplier's Response.	Yes/No (if yes give details)

## Contract Details

The Supplier's offer dated DD/MM/YYYY for RFQ ID XXXXX is accepted - see attached Statement of Work (Part 2).

This Contract is issued under the **Deed of Standing Offer (DoSO) SONXXXX** for Government Communications Campaign Panel. The Parties agree that by signing this Commonwealth Contract they enter into a Contract comprising of:

- the DoSO and its terms, to the extent these apply (including the Additional DoSO Terms);
- this Contract Details form;
- the Statement of Work (Part 1) - Details of Customer's Requirement, including any Additional Contract Terms (as amended and agreed between the parties, and attached at Schedule 1);
- the Statement of Work (Part 2) - Supplier's Response (as amended and agreed between the parties, and attached at Schedule 2); and
- the Commonwealth Contract Terms in force at the RFQ Release Date (attached at Schedule 3).

### C.A.1 Contract Details

C.A.1(a)	Contract Reference ID	[Insert details]
C.A.1(b)	Contract Start Date	[Insert details]
C.A.1(c)	Contract End Date	This Contract will terminate on [Insert date].
C.A.1(d)	Contract Extension Option	[Insert details]
C.A.1(e)	Maximum Contract Price	The maximum Contract Price inclusive of GST and all taxes and charges will not exceed [Insert price] as set out in R.B.3.

This Contract commences on the Contract Start Date or the date this Contract is executed, whichever is the latter, and continues until the Contract End Date unless:

2. it is terminated earlier; or
3. there is a Contract Extension Option and this is exercised by the Customer, in which case the Contract will continue until the end of the extended time unless it is terminated earlier.

### C.A.2 Customer's Particulars

C.A.2(a)	Customer Name	The Commonwealth of Australia as represented by the Department of Education
C.A.2(b)	Customer ABN	12 862 898 150
C.A.2(c)	Customer's Public Interest Disclosure Contact Officer <i>Refer to the Commonwealth DoSO Terms clause D.E.20.H.1 Public Interest Disclosure</i>	All Public Interest Disclosure matters relating to this Contract should be referred to an authorised Public Interest Disclosure officer via email to PID@education.gov.au.
C.A.2(d)	Delivery and Acceptance	See R.A.7 of Statement of Work (Part 1).
C.A.2(e)	Complaints <i>If your issue is not resolved, refer <a href="https://www.finance.gov.au">https://www.finance.gov.au</a> for more information relating to the handling of complaints</i>	In the first instance, complaints, if any, relating to this Contract should be directed to the Customer Contact Officer (see above) or:  Name/Position: s 22  Email:

### C.A.3 Supplier's Particulars

C.A.3(a)	Supplier Name	[Insert details]
C.A.3(b)	Supplier ABN	[Insert details]

C.A.3(c)	Supplier ACN	[Insert details]
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#### C.A.4 Notices under this Contract

Contract Managers are responsible for issuing or accepting any written Notices under this Contract and are the contact points for general liaison, unless otherwise agreed.

C.A.4(a)	Customer's Contract Manager	Name/Position: s 22 Postal Address: 50 Marcus Clarke Street, Canberra ACT 2601 Email: s 22 Telephone:
C.A.4(b)	Supplier's Contract Manager	Name/Position: [Insert details] Postal Address: [Insert details] Email: [Insert details] Telephone: [Insert details]

#### C.A.5 Specified Personnel

See R.B.4 of Statement of Work (Part 2) and D.D.3(r) of the DoSO.

#### C.A.6 Subcontractors

See R.B.5 of Statement of Work (Part 2).

#### C.A.7 Invoices

All invoices issued to the Customer must be addressed to the addressee and issued by email as specified in C.A.7(a) below.

C.A.7(a)	Customer's Address for Invoices	Addressee Name/Position: s 22 Email:
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**EXECUTED** as a contract:

**Signed** for and on behalf of the **Commonwealth of Australia** as represented by the Department of Education **ABN** 12 862 898 150 by its duly authorised delegate in the presence of:

Signature of witness

Signature of delegate

\_\_\_\_\_  
Name of witness (**print**)

\_\_\_\_\_  
Name of delegate (**print**)

\_\_\_\_\_  
Position of delegate (**print**)



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Date:

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Executed by [SUPPLIER NAME] ACN [XXXX] ABN [XXXX] in accordance with section 127 of the *Corporations Act 2001* in the presence of:

Signature of director

Signature of director/company secretary

(Please delete as applicable)

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Name of director (print)

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Name of director/company secretary (print)

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Date:

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Executed by [SUPPLIER NAME] ACN [XXXX] ABN [XXXX] in accordance with section 127 of the *Corporations Act 2001* in the presence of:

Signature of sole director / company secretary

Signature of witness

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Name of sole director / company secretary  
(*print*)

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Name of witness (*print*)

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Date:

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Executed by [SUPPLIER NAME] ACN [XXXX] ABN [XXXX] in the presence of:

Signature of witness

Signature of supplier

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Name of witness (*print*)

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Name of supplier (*print*)

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Date:

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Executed by the Trustee of [SUPPLIER NAME] ACN [XXXX] ABN [XXXX] in the presence of:

Signature of witness

Signature of trustee

\_\_\_\_\_  
Name of witness (*print*)

\_\_\_\_\_  
Name of trustee (*print*)

\_\_\_\_\_

\_\_\_\_\_

Date:

\_\_\_\_\_

## **Schedule 1 - Statement of Work (Part 1)**

[Insert agreed Statement of Work (Part 1) - Details of Customer's Requirement, including any Additional Contract Terms (as amended and agreed between the parties).]

## **Schedule 2 - Statement of Work (Part 2)**

[Insert agreed Statement of Work (Part 2) - Supplier's Response as agreed between the parties.]

### **Schedule 3 – Commonwealth Contracting Terms**

Please see Attachment xx

Contact: s 22  
Phone Number: s 22

David Pattie  
First Assistant Secretary  
People, Parliamentary and Communications Division

**Recommendation – Approve this Tender Evaluation Report to engage Embrace Society to develop a Culturally and Linguistically Diverse Communications Strategy for the Child Care Subsidy Changes campaign.**

**Purpose**

1. To recommend the appointment of Embrace Society as the provider of **multicultural communication services** to the Department of Education for the Child Care Subsidy Changes campaign.

**Background**

2. The Department of Education issued a request for quote to Embrace Society, under the Deed of Standing Offer Notice SON3754402 for the provision of multicultural services on 22 March 2023.
3. A response to the request for quote from Embrace Society was received on 29 March 2023. The Tender Evaluation team has evaluated the proposal and determined that Embrace Society represent value for money.

**Evaluation Summary**

4. An evaluation of the proposal was undertaken as per Attachment A, Attachment B and Attachment C.
5. The evaluation determined Embrace Society addressed the Statement of Requirement and Evaluation Criteria and represented value for money to a satisfactory level.
6. Embrace Society demonstrated a strong understanding of the purpose and the objectives of the campaign. They presented a solid engagement strategy and rationale which demonstrated a good understanding of the key target audiences, stakeholders and their motivators. A range of in language materials will be developed and will be distributed via existing multicultural community channels and intermediaries. Both above-the-line and below-the-line materials will be developed in consultation with multicultural community representatives and other village suppliers.
7. There were no conflicts of interest from the evaluation panel that needed to be declared.

## Recommendation

8. That you endorse the recommendation of Embrace Society as the multicultural communication services supplier to the Department of Education from 4 April 2023 – 30 September 2023 with the option to extend the contract by a further 12 months. The total value of the contract is \$250,000.00 (exc GST). We will seek further approval if we intend to enact the extension option.

☒ APPROVED / NOT APPROVED <sup>s 47F</sup>

Delegate signature: \_\_\_\_\_

Date: 3 APR 2023

## EVALUATION WORKSHEET

<b>Tenderer</b>	<b>Registration Number</b>
Embrace	N/A

### STEP 1 – Evaluation

Criteria	Comments
Quality of the rationale and strategy (40%)	<p>The Supplier Response demonstrates a solid understanding of the task for Embrace to develop a proposed communication strategy for the successful communication of the Child Care Subsidy (CCS) Changes Campaign targeted at multicultural audiences across Australia, including in regional locations. It identifies a number of key above-the-line languages for the translation of communications products, and adequately links its objectives to the Ipsos developmental research findings.</p> <p>s 47G</p> <p>Overall, the Supplier Response presents a clear and well-organised plan for the communications strategy for CALD audiences, including a review of the media plan and translation of above-the-line products.</p> <p>Score <sup>s 47G</sup> (Out of 10)</p>

Last modified: December 2022



A demonstrated understanding of the brief and developmental research findings (30%)

The Supplier Response demonstrates a strong understanding of qualitative and quantitative developmental research findings conducted by Ipsos. It acknowledges the strategic territory that resonated the most ('Good for All'), and identifies a number of points that made this territory particularly compelling for CALD audiences.

s 47G

Score: <sup>s 47G</sup> (Out of 10)

The strengths and suitability of the proposed activities, ensuring they align with the campaign objectives and support the paid media component of the campaign (20%)

The target CALD audiences and language groups are identified through a detailed evaluation of Australian Bureau of Statistics (ABS) 2021 Census Data to identify the most common languages spoken other than English for those aged 0-4, and the most common languages spoken other than English across the population at large. s 47G

s 47G

The Supplier Response demonstrates a strong commitment to support the paid media component of the Campaign, and identifies a number of advertising channels through which in language messaging can be delivered. Quality assurance for translations will be undertaken by NAATI3 and 4 accredited translators, and an impressive number of products will be translated into 8 languages (exc. English).

Score: <sup>s 47G</sup> (Out of 10)

Ability to deliver project on time and within budget (Unweighted)

The Supplier Response is exactly within the allocated Budget specified in the RFQ of \$250,000.00 (exc. GST), with the total price being an estimated \$275,000.00 (inc. GST). However, the Supplier Response notes that the budget has been costed as per the assumptions in the proposal although it is expected that these will change. s 47G

The Supplier Response acknowledges the anticipated Campaign launch date of 31 May 2023, s 47G  
s 47G

Completed Supplier Response Form –  
Statement of Work (Part 2) (Unweighted)

Completed.

Completed Statement of Requirements  
Pricing Schedule (breakdown of costs to  
undertake Services) (Unweighted)

Completed.

## STEP 2 – Assessment of best value for money

Factors to be considered	Comments
1: Quality assessment score (unweighted)  2: Assessment of cost/price (unweighted)	<b>s 47G</b>  The proposed methodology will meet the research and campaign objectives and provide good value for money, especially considering the tight timeframes required for the campaign

### Financial viability

Outcome of assessment / financial viability risk	Not applicable
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### Signature of evaluator

**s 22**

Name: **s 22**  
Date: 30 March 2023

Signature:



## CONFIDENTIALITY AGREEMENT

THIS DEED POLL is made on the 30 day of March 2023

BY: (Print name) s 22

Of: (Print address) s 47F (the "Participant")

**FOR THE BENEFIT OF:** The Commonwealth of Australia through its Department of Education ("the department")

A. The Participant is performing duties associated with the department's procurement process for the provision of in language communications Services (the "Process").

B. The Participant will access Confidential Information during the Process.

C. Confidential Information means information (however stored) that:

- (a) is by its nature confidential;
- (b) was obtained as a consequence of assisting the department with the Process;
- (c) is designated by a tenderer or the department as confidential; or
- (d) the participant knows or ought to know is confidential;

but does not include information that is:

- (e) is in the possession of the receiving party without restriction in relation to disclosure before the date of receipt from the disclosing party;
- (f) has been independently developed or acquired by the receiving party; or
- (g) is in respect of ideas, concepts, know-how, techniques or methodologies where disclosure is permitted by agreement.

THE PARTICIPANT makes the following undertakings knowing the department relies on those undertakings.

### 2. UNDERTAKINGS

The Participant undertakes in respect of the Confidential Information:

- (a) to keep it secret;
- (b) to use it solely for the Process;
- (c) to notify the department immediately if he or she has been asked to disclose it, or has been, or is likely to be, required by law to disclose the Confidential Information e.g. under subpoena or summons, or in giving evidence to any Court, tribunal or other body;
- (d) not to copy it or make any note or other record of part or all of the Confidential Information except as required for the purposes of the Process;
- (e) not to remove any document or other record (in any form whatsoever) from the premises or areas of the premises of, or occupied by, the department
- (f) to obey the directions of the department and its representatives in dealing with the Confidential Information and any procedures or in dealing with the Confidential Information as notified by the department
- (g) to immediately notify the department of any suspected or actual use, copying or disclosure of the Confidential Information by any person for purposes other than the Process, and
- (h) to return the Confidential Information and all copies, notes and other records of the Confidential Information to the department immediately on request.

### 3. ACKNOWLEDGMENT OF DUTY

The Participant acknowledges that:

- (a) the obligation to keep the Confidential Information secret continues after the end of the completion of the Process and the Participant's working with the department;
- (b) he or she may additionally owe duties of confidentiality to third parties that have provided information to the department on a confidential basis;
- (c) he or she has read, understood, and agrees to abide by the department's Code of Conduct in Contracting;
- (d) this Deed does not provide for any change in the ownership of the Confidential Information;
- (e) the *Crimes Act 1914* provides that a person who performs services for or on behalf of the Commonwealth and who unlawfully discloses information may be liable to imprisonment for up to 2 years; and
- (f) the obligations created by this Deed are in addition to any other obligation or duty which may arise under statute or otherwise; especially as may arise under the Crimes Act.

### 4. APPLICABLE LAW

The law applicable in the Australian Capital Territory will govern this Deed.

### 5. CONTINUED EFFECTIVENESS OF THIS DEED

Each of the obligations of this Deed shall remain an independent and on-going obligation and will continue as such after execution of this Deed.

### EXECUTED AS A DEED

SIGNED, SEALED AND DELIVERED ) s 22

On the 30 day of March 2023 )

by s 22 ) Signature

(Print full name) s 22

in the presence of: (Witness Name, Address and signature

## EVALUATION WORKSHEET

Tenderer	Registration Number
Embrace	N/A

### STEP 1 – Evaluation

Criteria	Comments
Quality of the rationale and strategy (40%)	<p>Embrace has a strong engagement strategy and rationale. Each element of their strategy is well thought out and underpinned by a strategic developmental framework.</p> <p>They have outlined a sound strategic and integrated approach that demonstrates a good understanding of the key target audiences, stakeholders and their motivators. <span style="color: red;">s 47G</span></p> <p><span style="color: red;">s 47G</span></p> <p>The have noted and show an understanding that all the timeframes and communication approaches are subject to change once the overall campaign approach is firmed up.</p> <p>Score: <span style="color: red;">s 47G</span> (Out of 10)</p>
A demonstrated understanding of the brief and developmental research findings (30%)	<p>Embrace has demonstrated a strong understanding of the brief and associated issues. Their proposal lists several issues and recommendations to mitigate them. They have committed they will work closely with the PR and creative suppliers to align their approach.</p> <p>Embrace has given sufficient consideration to the development research with multicultural audience and have used these insights to inform</p>



	<p>their engagement strategy and rationale for their choices.</p> <p>Score: <u>    </u> <sup>s 47G</sup> (Out of 10)</p>
<p>The strengths and suitability of the proposed activities, ensuring they align with the campaign objectives and support the paid media component of the campaign (20%)</p>	<p>Embrace has provided a good mix of proposed content and communication activities to ensure multicultural communication is integrated with the mainstream campaign (advertising and public relations activities).</p> <p>Embrace's proposal appropriately acknowledges the key objective of the Child Care Subsidy multicultural communication, being to complement and amplify the campaign advertising for multicultural audiences.</p> <p><b>s 47G</b></p> <p>Embrace have made recommendations on language selection for translation of material for both the above-the-line and below-the-line campaign materials. <b>s 47G</b></p> <p><b>s 47G</b></p> <p>Score: <u>    </u> <sup>s 47G</sup> (Out of 10)</p>
<p>Ability to deliver project on time and within budget (Unweighted)</p>	<p>The proposal submitted by embrace is to the allocated budget.</p> <p>Embrace has outlined their ability and willingness to meet campaign time frames and the launch date of the campaign date.</p>
<p>Completed Supplier Response Form – Statement of Work (Part 2) (Unweighted)</p>	<p>Completed</p>
<p>Completed Statement of Requirements Pricing Schedule (breakdown of costs to undertake Services) (Unweighted)</p>	<p>Completed</p>

## STEP 2 – Assessment of best value for money

Factors to be considered	Comments
1: Quality assessment score (unweighted)  2: Assessment of cost/price (unweighted)	The approach outlined in the proposal represents value for money and will meet the needs of communicating the campaign messaging to multicultural audiences within the timeframe indicated in the request for quote.  The proposed costs are reflective of those set for the Government Communication Campaign Panel by the Department of Finance.

### Financial viability

Outcome of assessment / financial viability risk	Not applicable
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### Signature of evaluator

s 22

Name: .....

Date: 31/3/2023

s 22

Signature: .....

THIS DEED POLL is made on the 31 day of March 2023

BY: (Print name) s 22

Of: (Print address) s 47F e "Participant")

**FOR THE BENEFIT OF:** The Commonwealth of Australia through its Department of Education ("the department")

A. The Participant is performing duties associated with the department's procurement process for the provision of multicultural communication] Services (the "Process").

B. The Participant will access Confidential Information during the Process.

C. Confidential Information means information (however stored) that:

- (a) is by its nature confidential;
- (b) was obtained as a consequence of assisting the department with the Process;
- (c) is designated by a tenderer or the department as confidential; or
- (d) the participant knows or ought to know is confidential;

but does not include information that is:

- (e) is in the possession of the receiving party without restriction in relation to disclosure before the date of receipt from the disclosing party;
- (f) has been independently developed or acquired by the receiving party; or
- (g) is in respect of ideas, concepts, know-how, techniques or methodologies where disclosure is permitted by agreement.

**THE PARTICIPANT** makes the following undertakings knowing the department relies on those undertakings.

<p><b>2. UNDERTAKINGS</b></p> <p>The Participant undertakes in respect of the Confidential Information:</p> <ul style="list-style-type: none"> <li>(a) to keep it secret;</li> <li>(b) to use it solely for the Process;</li> <li>(c) to notify the department immediately if he or she has been asked to disclose it, or has been, or is likely to be, required by law to disclose the Confidential Information e.g. under subpoena or summons, or in giving evidence to any Court, tribunal or other body;</li> <li>(d) not to copy it or make any note or other record of part or all of the Confidential Information except as required for the purposes of the Process;</li> <li>(e) not to remove any document or other record (in any form whatsoever) from the premises or areas of the premises of, or occupied by, the department</li> <li>(f) to obey the directions of the department and its representatives in dealing with the Confidential Information and any procedures or in dealing with the Confidential Information as notified by the department</li> <li>(g) to immediately notify the department of any suspected or actual use, copying or disclosure of the Confidential Information by any person for purposes other than the Process, and</li> <li>(h) to return the Confidential Information and all copies, notes and other records of the Confidential Information to the department immediately on request.</li> </ul>	<p><b>3. ACKNOWLEDGMENT OF DUTY</b></p> <p>The Participant acknowledges that:</p> <ul style="list-style-type: none"> <li>(a) the obligation to keep the Confidential Information secret continues after the end of the completion of the Process and the Participant's working with the department;</li> <li>(b) he or she may additionally owe duties of confidentiality to third parties that have provided information to the department on a confidential basis;</li> <li>(c) he or she has read, understood, and agrees to abide by the department's Code of Conduct in Contracting;</li> <li>(d) this Deed does not provide for any change in the ownership of the Confidential Information;</li> <li>(e) the <i>Crimes Act 1914</i> provides that a person who performs services for or on behalf of the Commonwealth and who unlawfully discloses information may be liable to imprisonment for up to 2 years; and</li> <li>(f) the obligations created by this Deed are in addition to any other obligation or duty which may arise under statute or otherwise; especially as may arise under the Crimes Act.</li> </ul> <p><b>4. APPLICABLE LAW</b></p> <p>The law applicable in the Australian Capital Territory will govern this Deed.</p> <p><b>5. CONTINUED EFFECTIVENESS OF THIS DEED</b></p> <p>Each of the obligations of this Deed shall remain an independent and on-going obligation and will continue as such after execution of this Deed.</p>
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**EXECUTED AS A DEED**

SIGNED, SEALED AND DELIVERED )

s 22

On the 31 day of March 2023 )

Signature

by s 22 )  
(Print full name)

s 22

in the presence of: (Witness Name, Address and signature

s 47F

s 22



## EVALUATION WORKSHEET

Tenderer	Registration Number
Embrace	N/A

### STEP 1 – Evaluation

Criteria	Comments
Quality of the rationale and strategy (40%)  Increase	<p>The Supplier has provided a good rationale to support their recommended communication strategy. <sup>s 47G</sup></p> <p><b>s 47G</b></p> <p>The Supplier has identified a number of key languages for the translation of communications products.</p> <p><b>s 47G</b></p>
A demonstrated understanding of the brief and developmental research findings (30%)	<p>Score <sup>s 47G</sup> Out of 10)</p> <p>The Supplier has provided a sound understanding of the brief and developmental research findings. <sup>s 47G</sup></p> <p><b>s 47G</b></p>
The strengths and suitability of the proposed activities, ensuring they align with the campaign objectives and support the paid media component of the campaign (20%)	<p>Score: <sup>s 47G</sup> Out of 10)</p> <p><b>s 47G</b></p>

	Score: <sup>s 47G</sup> Out of 10)
Ability to deliver project on time and within budget (Unweighted)	<p>The Supplier has identified the deadlines are very tight but are confident they'll be able to deliver on time. This is however subject to the Supplier receiving materials at the agreed times.</p> <p>The budget provided is within the allocated amount and is itemised for each proposed activity. The Supplier has advised, the budget has been costed as per the assumptions in the proposal although it is expected that these will change following finalisation of the Media Plan and assets required.</p>
Completed Supplier Response Form – Statement of Work (Part 2) (Unweighted)	Yes
Completed Statement of Requirements Pricing Schedule (breakdown of costs to undertake Services) (Unweighted)	Yes

## STEP 2 – Assessment of best value for money

Factors to be considered	Comments
1: Quality assessment score (unweighted)  2: Assessment of cost/price (unweighted)	<p>The proposed methodology will meet the research and campaign objectives and provide good value for money, especially considering the tight timeframes required for the campaign.</p>

### Financial viability

Outcome of assessment / financial viability risk	Not applicable
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### Signature of evaluator

Name: <sup>s 22</sup>

Date: 30 March 2023

<sup>s 22</sup>

Signature:

## CONFIDENTIALITY AGREEMENT

**THIS DEED POLL** is made on Friday 30 March 2023.

**BY:** (Print name) **s 22**

**Of:** (Print address) **s 47F** (the "Participant")

**FOR THE BENEFIT OF:** The Commonwealth of Australia through its Department of Education ("the department")

- A. The Participant is performing duties associated with the department's procurement process for the provision of multicultural communication Services (the "Process").
- B. The Participant will access Confidential Information during the Process.
- C. Confidential Information means information (however stored) that:
- (a) is by its nature confidential;
  - (b) was obtained as a consequence of assisting the department with the Process;
  - (c) is designated by a tenderer or the department as confidential; or
  - (d) the participant knows or ought to know is confidential;
- but does not include information that is:
- (e) is in the possession of the receiving party without restriction in relation to disclosure before the date of receipt from the disclosing party;
  - (f) has been independently developed or acquired by the receiving party; or
  - (g) is in respect of ideas, concepts, know-how, techniques or methodologies where disclosure is permitted by agreement.

**THE PARTICIPANT** makes the following undertakings knowing the department relies on those undertakings.

### 2. UNDERTAKINGS

The Participant undertakes in respect of the Confidential Information:

- (a) to keep it secret;
- (b) to use it solely for the Process;
- (c) to notify the department immediately if he or she has been asked to disclose it, or has been, or is likely to be, required by law to disclose the Confidential Information e.g. under subpoena or summons, or in giving evidence to any Court, tribunal or other body;
- (d) not to copy it or make any note or other record of part or all of the Confidential Information except as required for the purposes of the Process;
- (e) not to remove any document or other record (in any form whatsoever) from the premises or areas of the premises of, or occupied by, the department
- (f) to obey the directions of the department and its representatives in dealing with the Confidential Information and any procedures or in dealing with the Confidential Information as notified by the department
- (g) to immediately notify the department of any suspected or actual use, copying or disclosure of the Confidential Information by any person for purposes other than the Process, and
- (h) to return the Confidential Information and all copies, notes and other records of the Confidential Information to the department immediately on request.

### 3. ACKNOWLEDGMENT OF DUTY

The Participant acknowledges that:

- (a) the obligation to keep the Confidential Information secret continues after the end of the completion of the Process and the Participant's working with the department;
- (b) he or she may additionally owe duties of confidentiality to third parties that have provided information to the department on a confidential basis;
- (c) he or she has read, understood, and agrees to abide by the department's Code of Conduct in Contracting;
- (d) this Deed does not provide for any change in the ownership of the Confidential Information;
- (e) the *Crimes Act 1914* provides that a person who performs services for or on behalf of the Commonwealth and who unlawfully discloses information may be liable to imprisonment for up to 2 years; and
- (f) the obligations created by this Deed are in addition to any other obligation or duty which may arise under statute or otherwise; especially as may arise under the Crimes Act.

### 4. APPLICABLE LAW

The law applicable in the Australian Capital Territory will govern this Deed.

### 5. CONTINUED EFFECTIVENESS OF THIS DEED

Each of the obligations of this Deed shall remain an independent and on-going obligation and will continue as such after execution of this Deed.

### EXECUTED AS A DEED

**SIGNED, SEALED AND DELIVERED** **s 22**

On the 30<sup>th</sup> day of March 2023 ) \_

) Signature

By **s 22**

in the presence of: (Witness Name, Address and signature)

