

## Approach to Market (ATM) – Services



Commonwealth of Australia

### Approach to Market (ATM) - Services

Reference No: 16CeSC011

This ATM is for the provision of: the development of a single social media content strategy and targeted educational resources for the *Rewrite your story: report cyberbullying* and the *Effects of pornography on children and youth* cybersafety projects.

The Commonwealth as represented by the Children's eSafety Commissioner (the Customer) is seeking tenders for the provision of the services (Services) described in this *Commonwealth Approach to Market (ATM)*.

In submitting a response, Potential Suppliers are required to comply with all requirements set out in both the:

- [Commonwealth Approach to Market Terms](#), and
- [Commonwealth Contract Terms](#)

## Statement of Requirement

### A.A.1 Key Dates and Times

Event	Date	Time	Location
ATM Closing Time:	21 March 2016	14:00	ACT
Questions closing time:	5 business days before ATM Closing Time		
Expected Contract execution date:	30 March 2016		
The Services are required to be completed on or before:	20 June 2016		
Contract Term:	The Contract will terminate on 31 July 2016		
Contract Extension Option:	The Contract may be extended for a period of up to 6 months.		

### A.A.2 Mandatory Conditions of Participation

The Customer will exclude from consideration any Response that does not meet the following Mandatory Conditions of Participation:

#### Format of Responses

In accordance with the Clause A.B.1 of the Approach to Market Terms, Tenderers **must** use the Response Form (Template) published with this ATM to respond to the ATM.

Responses provided in other formats will **not** be evaluated.

Tenderers may incorporate graphics, diagrams and photos into the Response Form to demonstrate their creative treatment of the required Services in response to *Part 3 Ability to meet the requirement*.

In response to *Part 4 - Potential Supplier's proven capacity*, Tenderers may also:

- incorporate Hyperlinks to relevant videos and other examples of previous work; and
- include attachments including CVs of any specified personnel and/or subcontractors.

Where Tenderers incorporate hyperlinks or attachments in response to *Part 4 - Potential Supplier's proven capacity*, they must include, within their response:

- a description of the hyperlinked material or attached documents;
- detail of the relevance of the hyperlinked material or attachment to this procurement; and
- include in their response any other supporting information regarding the hyperlinked or attached material.

Tenderers must include sufficient information within the Response Form for the Customer to understand their ability and proven capacity.

### A.A.3 The Requirement

#### 1. Overview

The Office of the Children's eSafety Commissioner (the Customer) is seeking quotations for the development of a single social media content strategy and the development of educational resources for the *Rewrite your story: report cyberbullying* and *Effects of pornography on children and youth* cybersafety projects. The educational resources will be primarily used as content for the accompanying social media strategy and be hosted on the customer's website.

The educational resources include:

a) *Rewrite your story: report cyberbullying* project:

- 8 short vignettes;
- An interactive quiz / decision tree; and
- A series of posters.

b) *The effects of pornography on children and youth* project:

- 20 - 25 pieces of content to support a youth targeted social media awareness raising project.

#### 2. Background

Under the Enhancing Online Safety for Children Act 2015 (the Act), the Customer received 92 complaints in 2015/16 about serious cyberbullying during its first six months of operation. Whilst this number continues to grow, it is timely that more targeted resources are developed to raise awareness of the [cyberbullying complaints scheme](#).

##### 2.1 *Rewrite your story: report cyberbullying* project:

Empowering young people to be proactive in recognising and dealing with cyberbullying and equipping families to effectively manage their children's online participation is an important function of the Customer in supporting and encouraging measures to improve online safety for children. The development of a holistic suite of resources targeted at young people, parents and educators is an effective approach to raising awareness of the cyberbullying complaints scheme.

The educational resources will enable conversations about what constitutes cyberbullying within the Australian legislative context and what action can be taken to prevent, address and manage cyberbullying. The resources will also raise awareness of the cyberbullying complaints scheme and provide information about how to make a complaint and report.

There are a number of elements that will feed into the creative treatment and development of the program relating to raising awareness of the complaints scheme, however, the current services required by the supplier will all fall under the tagline of *Rewrite your story: report cyberbullying*.

##### 2.2 The tagline: *Rewrite your story: report cyberbullying*

This tagline was chosen as it represents direct action and empowerment. The fundamental element of rewriting a story positively and the connotation of empowerment through effective strategies on how to rewrite your story positively supports the Customer's mandate to build resilience and education for the Australian community with a focus on young people. This approach enables the

## Approach to Market (ATM) – Services

Customer to incorporate strategies on how to re-write/right the wrongs that young people may have experienced by shifting their attitudes towards a zero tolerance approach to cyberbullying.

The tagline also allows for versatility in the voice of the person rewriting their story. For example it can be from a variety of perspectives such as child, bystander, end-user, parent etc. This will enable the suite of resources to address the many complex elements of cyberbullying and reflect the diverse target audiences.

All resources for the *Rewrite your story: report cyberbullying* project need to be focused on sending users back to the Customer's website and accompanying cyberbullying complaints scheme. It also needs to outline the various ways in which cyberbullying can be defined.

### 2.3 *Effects of online pornography on children and youth project*

The Office's remit to educate and help prevent harmful online behaviour extends to ensuring that the Australian families are aware of the impact of online pornography and can take steps to protect their children.

Young people have unprecedented access to all manner of content online via mobile devices. Some young people are actively search for porn, others are exposed inadvertently via 'pop-ups', unrelated searches or images sent by a friend.

Pornography's influence poses many challenges for young people, the adults who live or work with them and for society in general. It can shape expectations of sex and relationships and reinforces racial and gender stereotypes. Reinforcing the principles that underpin respectful relationships is key to the conversation around online pornography.

Pornography is no longer a magazine centrefold. The shift to moving images has been accompanied by a change in the nature of the material. It communicates a range of complex messages about men, women, sex and power. Youth need guidance about how to effectively build respectful relationships with peers. This education begins in infancy and must be reinforced as children grow into young adults.

Healthy and balanced attitudes about gender roles, respect in relationships and equality will stand youth in the best position to develop healthy, productive and respectful relationships throughout their life.

The Supplier will be provided with access to existing resources that are being utilised to deliver the Effects of pornography on children and youth project. The project has a number of existing partners that are shaping the current conversation in this space. These include:

- <http://www.itstimewetalked.com.au/>
- <http://www.theline.org.au/talking-to-kids-about-porn>

### 2.4 **Project commonalities:**

Given that both projects have identified common target audiences it has been identified that the appropriate platforms for audience engagement is via the Customer's existing social media channels. Currently, the social media channels include: [Facebook](#), [Twitter](#) and [YouTube](#).

Both projects have also identified the need for Instagram to be included as an extension of the Customer's current social media presence. It is envisaged that this platform would primarily be aimed at young people in conjunction with Customer's youth focussed Facebook page: [The Cloud: Dream On](#)

### 3. Services to be performed

The Customer is particularly seeking a Supplier with proven experience in producing high quality, commercial grade online visual and graphic material that conveys messages to the target audiences in a compelling way. Production of videos that support this idea will form part of the Services. The successful Supplier will be required to underpin creative treatment of the vignettes, interactive quiz, posters and social media content using the *Rewrite your story: report cyberbullying tagline*. In response to the *Effects of Pornography on young people and Children* project requirement the Customer is seeking creative responses from potential Suppliers.

The tone of conversation for both projects will be positive, inclusive of cultural diversity and respectful, and framed around single concepts to ensure maximum engagement and accessibility across a range of maturity levels in the 14 to 18 year age group and appropriate for parents and schools.

The look and feel of all educational resources and the social media content strategy will require creative treatment that aligns with the Customer's **Brand Guidelines** at **Attachment 1** to this ATM. Specifically the **Cybersafety Report sub-branding** at pages 43-50 will apply to the *Rewrite your story: report cyberbullying* project and the **Cybersmart sub-branding** at pages 33-42 will apply to the *Effects of pornography on children and youth* project. Also included as attachments to this ATM are three brand marks which will assist Tenderers with the Customer's branding.

The services to be performed are:

#### 3.1 Social Media Content Strategy

The Customer requires an integrated Social Media Content Strategy that will cover both projects and utilise current social media platforms (Facebook, Twitter and YouTube). The strategy will also include the establishment of an initial presence on Instagram.

The aim of the strategy is to deliver a primarily youth focused program that aligns with the Customer's existing **Customer's Brand Guidelines** (at **Attachment 1** to this ATM), **Social Media Guidelines** (at **Attachment 2** to this ATM) and the **Risk Assessment Matrix** (at **Attachment 3** to this ATM) The strategy is to include:

- a series of recommendations on how best to maximise coverage of the educational resources for both projects;
- Development of a single 12 month editorial calendar with defined posts and content for each project.

The Customer is particularly seeking a Supplier with proven experience in producing high quality social media strategies that convey messages to the target audiences in a compelling way. The strategy will be the primary marketing and communication tool to promote the resources developed for both projects, showcase the existing cyberbullying complaints scheme, any new educational materials to youth/schools nationally, and will be reflective of office branding and complement the eSafety website.

The strategy will aim to engage the target audiences and encourage them to actively think about cybersafety using social media platforms they are engaged with, with a strong focus on cyberbullying as part of their everyday social media interaction.

#### 3.2 Educational Resources for the Cyberbullying Project

The aim of the educational resources is to enable conversations about what constitutes cyberbullying within the Customer's legislative context, what action can be taken to prevent, address and manage cyberbullying and the effects of online pornography on children and young

## Approach to Market (ATM) – Services

people. The resources also aim to engage and encourage children and young people to actively think about cybersafety as part of their everyday social media interaction.

The required educational resources for this project are:

### 3.2.1 Production of 8 short filmed vignettes

Production of 8 short filmed vignettes (20 – 45 seconds) using the *Re-write your story: report cyberbullying* tagline that revolve around the theme of cyberbullying, focussing on different perspectives of what constitutes cyberbullying within an Australian context. For example: the role of the bystander; victim; perpetrator; adult; young person.

The vignettes will be stand alone pieces to be used on the Office's social media platforms and website but also work to inform the posters. The choice of vignettes will be decided in collaboration with the Office's investigation team and the successful provider.

Considerations such as age, gender, cultural backgrounds, physical appearance and sexual orientation will be incorporated to ensure an inclusive approach is adopted and reflective of the diversity of the Australian population. Amongst average Australians, it may also include celebrities such as sporting personalities and entertainers. All vignettes will send people back to the complaints scheme on the Customer's website.

### 3.2.2 Development of an Interactive Quiz

Development of an interactive quiz aimed at young people, this multi-media design interactive quiz will be housed on the Office's youth website portal. The quiz will need to be produced from a 'mobile first' perspective and be responsive in its design across screen sizes and platforms.

The quiz will allow young people to gauge and test whether their experiences constitute cyberbullying in line with the legislation and whether their experience can be reported under the scheme. This interactive quiz will also serve as an educational tool to prompt and guide users with practical tips and strategies on how to deal with online risks and as such will be able to be used on interactive white boards within school settings. The quiz may work off direct experiences that a user enters or be guided using case studies.

The quiz will have a flavour of a decision tree, where users will be provided with a graphical representation of possible solutions to cyberbullying based on certain conditions. For example as they answer questions they will be directed down a path to either make a complaint, call Kids Help Line, tell a teacher/school, tell a trusted adult etc. The quiz will also have pop-up strategies along the way to deal with important issues or red flags as they arise. The look and feel of the interactive quiz will be current and include cultural considerations to be as fully inclusive as possible.

### 3.2.3 Provision of a Series of Posters

Provision of a series of posters using the *Re-Write your story: Report cyberbullying* tagline. These posters will primarily be used to promote the complaints scheme and send people back to the Office's website. The design files will be requested to be provided in a multiple of different sizes to enable the Customer to utilise them in both online and offline formats. Tenderers are to incorporate their creative response to this requirement and detail the number of posters that they propose to provide in response to *Part 3 Ability to meet the requirement* of the Response Form.

## 3.3 Educational Resources to Support the Effects of Online Pornography Project

## Approach to Market (ATM) – Services

In response to this requirement the Customer is seeking creative responses from potential Suppliers with an aim to producing 20 -25 pieces of content to support a youth targeted social media awareness raising for the *Effects of pornography on children and youth* project.

As part of their creative response to this project, Tenderers are required to outline their approach to this brief and provide detail of the content that they propose to provide to support the *Effects of pornography on children and youth* cybersafety project. Such information should be included in response to *Part 3 Ability to meet the requirement* of the Response Form that accompanies this ATM.

### 3.4 Additional Services

At the absolute discretion of the Customer the proposed Contract may be extended for an additional term of six months to allow for provision of additional resources to support the Customer's projects.

As part of their pricing at **Part 5 – Total Costs to be incurred** of the Response Form Tenderers are required to propose indicative prices for additional vignettes and posters.

If the Customer requires additional services either during the initial contract term or during the contract extension period, the Customer will seek a proposal in writing from the successful Supplier detailing the required additional services. Any acceptance of the Supplier's proposal shall be in writing and will form part of the Services under the proposed contract.

## 4. Responsibilities of the Supplier

With respect to delivery of the Services the successful Supplier will be responsible for:

- pre-production: management of the pre-production requirements of the resources, including, but not limited to, input to subsequent drafts of the script for the vignettes, interactive quiz and social media content (as required), casting, organisation, location and setting requirements;
- production: management of the production requirements of the vignettes, interactive quiz and social media content (as required) including, but not limited to, filming requirements, website specifications and build and creative direction. Management of the creative treatment for the posters;
- post-production: management of the post-production requirements of the vignettes, interactive quiz and social media content (as required) including, but not limited to, editing, sound, grading, graphic input, production of deliverables and general usability and accessibility requirements as detailed below;
  - Continuity script;
  - Credit statement;
  - All contracts/agreements including talent, crew, location and guild agreements;
  - Music master recordings consisting of a digital audio tape (DAT) of all the music used;
  - Music cue sheets, licences and composer agreement; and
  - Management of the final requirements for all design files and delivery to the Office, both print and web ready for upload onto the Offices website and social media platforms;

## Approach to Market (ATM) – Services

- the Supplier will be expected to source all acting talent and locations and will be responsible for all relevant subcontracts. The Customer's agreement will be required for all casting and location decisions; and
- the 8 vignettes, social media content and posters will be based on scripts developed by the Supplier. The interactive quiz will be based on content developed by the Supplier in conjunction with the Customer.

### 5. The Customer's Budget and Value for Money

The Customer has a total budget for completion of the Services within this ATM of \$209,000 (inclusive of GST). This budget excludes any additional Services that the Customer may seek under the optional contract extension.

This budget information is being provided to potential suppliers to allow them to understand the scale and of the above components of this procurement and to allow them to scope their responses to this ATM accordingly.

Potential suppliers are also advised that the Customer is seeking competitive tenders for the Services the budget provided is Customer's maximum. Tenderers are also reminded that Responses will be evaluated in accordance with the [Commonwealth Procurement Rules](#) to determine the best value for money outcome.

#### A.A.3(a) Standards

All deliverables must conform to the Customer's **Brand Guidelines** (at **Attachment 1** to this ATM), **Social Media Guidelines** (at **Attachment 2** to this ATM) and the **Risk Assessment Matrix** (at **Attachment 3** to this ATM).

The Supplier must ensure that the Contract Material including all online publications comply with the Web Content Accessibility Guidelines available at: <https://www.dto.gov.au/standard> and the following additional standards:

Category	Specification
Responsiveness	Any work will need to be responsive (capable of reformatting to fit desktop, tablet and mobile devices) while maintaining functionality across the board (works well on click and touch/swipe)
Accessibility	All work will need to meet WCAG2 AA (colour contrast and keyboard accessibility will be key) See: <a href="http://www.w3.org/TR/WCAG20/">http://www.w3.org/TR/WCAG20/</a>
Accessibility	Accessibility should be built directly into the resource, not as an additional text version. The eSafety working group will be available for further consultation around accessibility as part of the engagement



## Approach to Market (ATM) – Services

Category	Specification
Deliverables	The successful Supplier will need to provide us with all graphics and work files (vector and raster), code (HTML, CSS, .NET, PHP etc)
Deliverables	Images: Please supply the originals, with the highest resolution possible, SVG with PNG fall backs when possible
Deliverables	Videos: must be high definition, MP4, include closed captions (not embedded), with an audio description (depending on the type of video)
Engagement	The Customer will need to be engaged throughout the process to ensure we can deliver the work being created (this will mean attending regular meetings with the agency and receiving concepts as soon as they are available during the development phase)
Engagement	It is requested that concepts are made available to the working group via an agreed shared platform.
Technologies	The resource should be built with HTML5 technologies (HTML, JavaScript and CSS). No server side scripting.
Technologies	The components have to be configurable, for example no hard-coded file / resource locations
Technologies	Our website uses HTTPS protocol and all elements work without breaking or compromising this
Technologies	Supported browsers: all major browsers including Safari, Chrome, Firefox, IE8 and above
Technologies	Frameworks: we are currently using jQuery 1.11.3, Bootstrap version 3.3.2, and AngularJS version 1.5.0 (currently 1.4.9 on the live site, but soon to be upgraded to 1.5.0 in our March deployment). Please ensure any apps are compatible
Technologies	The supplier must ensure all CSS classes are prefixed to avoid any chance of conflict e.g. my-awesome-app-

## Approach to Market (ATM) – Services

Category	Specification
Hosting	Hosting all information on eSafety infrastructure, with the long term aim to integrate the information and functionality into Sitecore. Even if it's built as a stand-alone piece for now to meet deadlines, it should be built in such a way that we can easily incorporate it into Sitecore in the future.

### A.A.3(b) Security Requirements

The Supplier must ensure compliance with any security requirements requested by the Customer whilst on the Customer's premises.

### A.A.3(c) Workplace Health and Safety

Prior to the commencement of the Contract, the Customer's Contract Manager and the Supplier's Contract Manager will identify any potential workplace health and safety issues and assign management of each issue identified to the party best able to manage it.

### A.A.3(d) Delivery and Acceptance

The Customer may accept or reject any deliverables under the Contract in accordance with the Commonwealth Contract Terms [Clause C.C.10]

The following delivery milestones will apply to the Services:

Deliverable	Delivery Address	Delivery Date
<b>A: Social Media Content Strategy</b>		
Draft delivery of strategy	Electronic version to <a href="mailto:Sarah.Hayton@esafety.gov.au">Sarah.Hayton@esafety.gov.au</a> and <a href="mailto:Marianne.Doyle@esafety.gov.au">Marianne.Doyle@esafety.gov.au</a>	26 April 2016
Final delivery of strategy	As above	6 May 2016
<b>B: Rewrite your Story: report cyberbullying project</b>		
Concept and outline of 'Decision Tree' / interactive Quiz. Flow of tree and outline to be worked with contract manager.	Electronic version to <a href="mailto:Sarah.Hayton@esafety.gov.au">Sarah.Hayton@esafety.gov.au</a> or nominated officer via agreed platform to be negotiated between contract manager and supplier	6 May 2016
First draft of 8 vignettes with provisional accessibility	Electronic version to <a href="mailto:Sarah.Hayton@esafety.gov.au">Sarah.Hayton@esafety.gov.au</a> or nominated officer	13 May 2016

## Approach to Market (ATM) – Services

First draft of series of posters using tagline and aligned with vignettes (Number to be determined and incorporated within supplier's creative pitch, minimum of four required).	Electronic version in A2, A3, A4, A6 and pull up banner to <a href="mailto:Sarah.Hayton@esafety.gov.au">Sarah.Hayton@esafety.gov.au</a> or nominated officer.	13 May 2016
Draft 'Decision Tree' / interactive quiz. For comment and review of ICT assessment and suitability.	Electronic version to <a href="mailto:Sarah.Hayton@esafety.gov.au">Sarah.Hayton@esafety.gov.au</a> or nominated officer via agreed platform to be negotiated between contract manager and supplier	13 May 2016
Final draft of 8 vignettes with provisional accessibility	Electronic version to <a href="mailto:Sarah.Hayton@esafety.gov.au">Sarah.Hayton@esafety.gov.au</a> or nominated officer	27 May 2016
Final draft of series of posters	Electronic version in A2, A3, A4, A6 and pull up banner to <a href="mailto:Sarah.Hayton@esafety.gov.au">Sarah.Hayton@esafety.gov.au</a> or nominated officer.	27 May 2016
Final draft of 'Decision Tree' (Quiz) ready for web (excluding full accessibility and full branding)	Electronic version to <a href="mailto:Sarah.Hayton@esafety.gov.au">Sarah.Hayton@esafety.gov.au</a> or nominated officer via agreed platform to be negotiated between contract manager and supplier	27 May 2016
Final posters delivered	Electronic version in A2, A3, A4, A6 and pull up banner to <a href="mailto:Sarah.Hayton@esafety.gov.au">Sarah.Hayton@esafety.gov.au</a> or nominated officer.	20 June 2016
Final vignettes and quiz (to include full accessibility, branding requirements)	As outlined above	20 June 2016
<b>C: Effects of pornography on children and youth Project</b>		
Delivery of content in draft mode	Electronic version to <a href="mailto:Marianne.Doyle@esafety.gov.au">Marianne.Doyle@esafety.gov.au</a>	6 May 2016
Final delivery of all content	As above	20 May 2016

### Delivery and Acceptance – Additional Instructions

The following additional acceptance instructions apply to the Services:

- the Customer expects to view and approve the vignettes editing at rough cut and fine cut stages;
- the Customer will approve the final sound mix for the vignettes;
- the resources will be tested against and for compliance with any specified technical specifications including, and not limited to: the mobility and accessibility of the resources;

## Approach to Market (ATM) – Services

- the Supplier will be required to deliver of all source code and source files (including the design files) for the deliverables.

### **A.A.3(e) Facilities and assistance offered by the Customer**

Not Applicable

### **A.A.3(f) Customer Material**

the Customer's Material includes the **Brand Guidelines** (at **Attachment 1** to this ATM), the **Social Media Guidelines** (at **Attachment 2** to this ATM) and the **Risk Assessment Matrix** (at **Attachment 3** to this ATM).

Also included as attachments to this ATM are three brand marks which will assist Tenderers and the successful Supplier with the Customer's branding.

## **A.A.4 Approach to Market (ATM) Distribution**

### **1. Distribution via AusTender**

This ATM and any updates will be distributed via AusTender and is subject to the following conditions.

### **2. Document Download**

AusTender is the Australian Government's procurement information system. Access to and use of AusTender is subject to terms and conditions. In participating in this Approach to Market (ATM) process, Tenderers must comply with those terms and conditions and any applicable instructions, processes, procedures and recommendations as advised on [AusTender](#):

All queries and requests for technical or operational support must be directed to:

AusTender Help Desk  
Telephone: 1300 651 698  
International: +61 2 6215 1558  
Email: [tenders@finance.gov.au](mailto:tenders@finance.gov.au)

The AusTender Help Desk is available between 9am and 5pm ACT Local Time, Monday to Friday (excluding ACT and national public holidays).

## **A.A.5 Lodgement Method**

### **1. AusTender**

Responses must be lodged electronically via AusTender before the Response Closing Date and Time and in accordance with the Response lodgement procedures set out in this ATM documentation and on AusTender.

The Closing Time will also be displayed in the relevant AusTender webpage together with a countdown clock that displays in real time the amount of time left until Closing Time (for more information please see AusTender Terms of Use).

For the purposes of determining whether a tender response has been lodged before the Closing Time, the countdown clock will be conclusive.

# Approach to Market (ATM) – Services

## 2. Format of Responses

In accordance with the Clause A.B.1 of the Approach to Market Terms, Tenderers **must** use the Response Template published with this ATM to respond to the ATM.

Refer to the **Mandatory Conditions for Participation at clause A.A.2** above for further instructions on the format of responses.

## 3. Response File Formats, Naming Conventions and Sizes

The Customer will accept Responses lodged in Word Doc (.docx) or PDF (.pdf).

The Response file name/s:

- a. should incorporate the Potential Supplier's full legal entity name; and
- b. should reflect the various parts of the bid they represent, where the Response comprises multiple files.

Response files should/must not exceed a combined file size of 40 megabytes per upload.

## A.A.6 Customer's Contact Officer

For all matters relating to this ATM, the Customer's Contact Officer will be the person occupying the position of:

Position: Agency Procurement Advisor

Email: [procurementenquiries@acma.gov.au](mailto:procurementenquiries@acma.gov.au)

### **Additional Contract Terms**

An executed contract will incorporate the Commonwealth Contract Terms and also the following Additional Contract Terms:

#### **A.C.1 Intellectual Property**

The Supplier hereby assigns to the Customer all rights and interests in the intellectual property rights in the Material provided under the Contract. The Supplier agrees to create, execute or sign any document which may be necessary to transfer those rights to the Customer for an unlimited period of time. Such rights include and are not limited to:

- granting the Customer rights to use the Contract Material for any purpose, including but not limited to: hosting on third party websites such as YouTube; and licensing under the Creative Commons framework [<http://www.creativecommons.org>] or for any other purpose for an unlimited period of time;
- use of the vignettes and social media content in any format, through any medium, and via any third party usage and/or licensing arrangement. This will include national and international broadcast across a variety of different media, such as the internet and potentially television and radio for an unlimited period of time. Any sub-contracts entered into by the Supplier with actors and other suppliers must also provide these flexible use arrangements; and
- if the Contract Material contains a soundtrack, the Supplier must obtain any licences required by the Customer for use of that soundtrack in the Contract Material across any social media and broadcast medium including third party media for an unlimited period of time.

The Customer grants to the Supplier a fee free, non-assignable, irrevocable, licence to exercise the intellectual property rights in the Material for the sole purpose of fulfilling its obligations under the Contract.

The Supplier warrants that it has full legal authority to assign the rights in the Contract; and that the provision of the Services and any Material under the Contract, and its use by the Customer in accordance with the Contract, will not infringe any third Party's including any subcontractor's intellectual property rights.



## Commonwealth Approach to Market (ATM) Terms

Some terms used in this document have been given a special meaning.

Their meanings are set out either in the *Commonwealth Contracting Suite Glossary* or the relevant *Commonwealth ATM*.

### A.B.1 General

Responses are subject to these *Commonwealth ATM Terms* and the *Commonwealth ATM – Special Conditions* included in the ATM (if any).

Potential Suppliers must submit Responses using the *Response to the ATM* form provided (with all details provided in English and prices quoted in Australian currency).

No contract will be formed until executed by the Customer. Any such Contract will incorporate the *Commonwealth Contract Terms*.

The Customer, acting in good faith, may discontinue this ATM, decline to accept any Response; decline to issue any contract; or satisfy its requirement separately from this ATM process.

Participation in any stage of the process is at the Potential Supplier's sole risk and cost.

### A.B.2 Lodgement

The Customer will only agree to extensions to the Closing Time in exceptional circumstances and, if approved, the extension will apply equally to all Potential Suppliers. The Customer will not consider any Responses received after the Closing Time specified in this ATM unless the Customer determines, in its sole discretion, that the Customer has caused or contributed to the failure to lodge by the Closing Time.

The Response must be lodged as set out in clause A.A.5 [*Lodgement Method*].

### A.B.3 Validity

By lodging a Response Potential Suppliers agree that the Response will remain open for acceptance for sixty (60) calendar days from the date set out in clause A.A.1 [*Closing Time*].

### A.B.4 Alterations

The Customer may decline to consider a Response in which there are alterations, erasures, illegibility, ambiguity or incomplete details.

### A.B.5 Inconsistencies

If there is inconsistency between any of the parts of this ATM, the following order of precedence shall apply:

- (a) *ATM – Statement of Requirement*;
- (b) *Commonwealth ATM Special Conditions* (if any);

- (c) *Commonwealth ATM Terms*;
- (d) *Additional Contract Terms* (if any);
- (e) *Commonwealth Contract Terms*;
- (f) *Commonwealth Contract*; and
- (g) *Commonwealth Contracting Suite Glossary*, so that the provision in the higher ranked document will prevail to the extent of the inconsistency.

### A.B.6 Amendments and Queries

The Customer may amend, or clarify any aspect of this ATM, prior to the Closing Time by issuing a formal amendment to the ATM in the same manner as the original ATM was distributed. Such amendments or clarifications will be issued simultaneously to all Potential Suppliers, as far as practicable.

Any queries regarding this ATM should be directed as set out in clause A.A.6 [*Customer's Contact Officer*].

### A.B.7 Clarification

The Customer may, at any time prior to execution of a contract, seek clarification or additional information from, and enter into discussions and negotiations with, any or all Potential Suppliers in relation to their Responses. In doing so, the Customer will not allow any Potential Supplier to substantially tailor or amend their Response.

### A.B.8 Alternatives

Potential Suppliers may submit Responses for alternative methods of addressing the Customer's *Statement of Requirement* described in this ATM, where the option to do so was stated in the ATM or agreed in writing with the Customer prior to the Closing Time. Potential Suppliers are responsible for providing a sufficient level of detail about the alternative solution to enable its evaluation.

### A.B.9 Customer Material

The Customer will make available the Customer's material (if any) specified in clause A.A.3(f) [*Customer Material*].

### A.B.10 Reference Material

If this ATM references any other materials, including but not limited to, reports, plans, drawings, samples or other reference material, the Potential Supplier is responsible for obtaining the referenced material and considering it in framing their Response.

### A.B.11 Price Basis

Prices quoted must show the GST exclusive price, the GST component, if any, and the GST inclusive price.

The Contract Price must be inclusive of GST and all other taxes, duties (including any customs duties) and any government charges imposed or levied in Australia or overseas.

## Commonwealth Approach to Market (ATM) Terms

The Contract Price, which will include any and all other charges and costs, will be the maximum price payable by the Customer under the Contract.

### A.B.12 Evaluation

The Customer will evaluate Responses in accordance with the *Commonwealth Procurement Rules* to determine the best value for money outcome for the Customer.

The Customer will exclude from consideration any Response that does not meet clause A.A.2 [*Mandatory Conditions of Participation*], if any.

The criteria for evaluation will encompass the:

- (a) extent to which the Potential Supplier's Response meets the Customer's requirement set out in this ATM;
- (b) Potential Supplier's proven capacity to provide the requirement; and
- (c) total costs to be incurred by the Customer.

The Customer will notify unsuccessful Potential Suppliers of the final decision and, if requested, will debrief Potential Suppliers following the award of a contract.

### A.B.13 Financial information

If requested by the Customer, the Potential Supplier must be able to demonstrate both its financial stability and ability to remain viable over the term of any contract.

If requested by the Customer, the Potential Supplier must promptly provide the Customer with such information or documentation as the Customer reasonably requires in order to evaluate the Potential Supplier's financial stability.

### A.B.14 Referees

The Customer reserves the right to contact the Potential Supplier's referees, or any other person, directly and without notifying the Potential Supplier.

### A.B.15 Reporting Requirements

Potential Suppliers acknowledge that the Customer is subject to legislative and administrative accountability and transparency requirements including disclosure to Parliament and its Committees.

Without limiting the Customer's right to disclose other information, for any contracts awarded, the Customer will publicly disclose the Supplier's name, postal address and a range of details about the Contract, including contract value.

The Customer may disclose the names of any subcontractors engaged in respect of the Contract. Potential Suppliers should also note the requirements of the *Freedom of Information Act 1982*.

### A.B.16 Confidentiality of Potential Supplier's Information

Potential Suppliers must identify any aspects of their Response or the proposed Contract that they consider should be kept confidential, including reasons.

Potential Suppliers should note that the Customer will only agree to treat information as confidential in cases that it considers appropriate. In the absence of such an agreement, Potential Suppliers acknowledge that the Customer has the right to publicly disclose the information.

### A.B.17 Collusive Tendering and Unlawful Inducements

Potential Suppliers and their officers, employees, agents and advisors must not engage in any collusive, anti-competitive or any other similar conduct with any other Potential Supplier or person, or offer any unlawful inducements in relation to their Response or this ATM process.

### A.B.18 Conflict of Interest

Potential Suppliers must notify the Customer immediately if any actual, potential or perceived conflict of interest arises (a perceived conflict of interest is one in which a reasonable person would think that the person's judgement and/or actions may be compromised).

### A.B.19 Criminal Code

Potential Suppliers should be aware that the giving of false or misleading information to the Commonwealth is a serious offence under section 137.1 of the schedule to the *Criminal Code Act 1995* (Cth).

The Potential Supplier must ensure that any intended subcontractors participating in the Potential Supplier's Response are aware of the information in this clause.

### A.B.20 Indigenous Procurement Policy

Potential Suppliers should note that the Commonwealth's Indigenous Procurement Policy (available at <http://www.dPMC.gov.au/indigenous-affairs/about/jobs-land-and-economy-programme/ipp>) applies to this procurement.



## Response to Approach to Market- Services

### Before completing this form read the information below:

#### Note:

The Supplier is the business entity who will contract with the Customer if their Response is successful. If you are the preferred Supplier and are an individual without an ABN, and do not meet the Australian Taxation Office's (ATO) definition of an independent contractor, you may be offered a different form of contract OR we may not be able to contract with you. Before completing this Response Form, notify the Nominated Contact Officer to enable them to seek advice.

For further guidance refer to the ATO website at:

<http://calculators.ato.gov.au/scripts/axos/axos.asp?CONTEXT=&KBS=GEC.xr4&go=ok>

Instructions to assist Potential Suppliers to complete their Response have been included throughout this form.

**Prior to submitting your response, you should remove all Instructions and Handy Hints.**

**Handy Hints** appear in shaded boxes.

Specific questions on this procurement should be directed to the Contact Officer nominated in the *Commonwealth ATM* [Clause A.A.6] distributed with this Response to ATM form.

#### Instruction to Potential Suppliers:

You must use this form to submit your Response, which must comply with the *Commonwealth ATM Terms*, which are available at [http://www.finance.gov.au/sites/default/files/ATM%20Terms%20v1\\_0.pdf](http://www.finance.gov.au/sites/default/files/ATM%20Terms%20v1_0.pdf).

Before completing this Response read the Customer's Approach to Market (ATM) distributed with this Response to ATM form and decide whether your organisation has the necessary skills and experience to meet the Customer's requirement set out in that ATM.

In this Response, be as concise as possible while including any and all information that your organisation wants the evaluation panel to consider. Do not assume that the evaluation panel has any knowledge of your organisation's abilities or personnel.

Your organisation's participation is at your sole risk and cost. This is a competitive process, and you should note that your organisation may incur costs in participating, and if not successful be unable to recoup those costs.

#### Handy Hints

When completing this form, provide all information requested and submit the form as required in *Lodgement Method* [Clause A.A.5]. Demonstrate that your organisation meets the *Mandatory Conditions of Participation* [Clause A.A.2] if any, as failure to do so will result in your response being excluded from consideration.

The Customer will assess all Responses received by the *Closing Time* [Clause A.A.1] which meet any *Mandatory Conditions of Participation* [Clause A.A.2] and compare them to determine which Potential Supplier has proposed the best value for money outcome for the Customer. In making this decision, a panel will consider:

- (a) which Response best meets the Customer's requirement set out in the *ATM*;
- (b) whether the Potential Supplier has proven capacity to provide the Customer's requirement; and
- (c) the total cost the Customer will incur in accepting the Potential Supplier's proposal.

The successful Potential Supplier will have demonstrated its ability to provide the best value for the Customer. This will not necessarily be the lowest price.

If your organisation is unsuccessful with this submission, request a debrief to assist with future submissions. The *Customer's Contact Officer* [Clause A.A.6] can arrange this for you.

# Response to Approach to Market- Services

## Part 1 - Potential Supplier's Details

### Instruction to Potential Suppliers:

Provide the following organisational details which will appear in any contract with the Customer. These details should be for the legal entity that would be the Supplier under a Contract.

Full legal business name:

Registered business address:

ACN/ABN (if applicable):

ABN (if applicable):

Web address:

What is the entity's legal status (double click a box below to select):

☐ Company    ☐ Partnership    ☐ Sole Trader    ☐ Sole Director Company    ☐ \*Other

If none of the above apply, please state entity type:

Is the above entity a non-government employer with more than 100 employees? ☐ Yes ☐ No

Is the above entity an Indigenous owned (50% or more) business? ☐ Yes ☐ No

### Contact Officer

For all matters relating to this Response, the Potential Supplier's Contact Officer will be:

Name:

Position title:

Telephone:

Mobile:

Email:

Postal Address:

### Address for Notices (if different from the Contact Officer):

Name:

Position title:

Email:

Postal Address:

### Contract Manager (if different from the Contact Officer)

### Instruction to Potential Suppliers:

Potential Suppliers should provide the requested details of the person they propose to be their Contract Manager if a contract is awarded. That person will be responsible for general liaison with the Customer and accepting and issuing any written notices for that Contract.

Name:

Position title:

Telephone:

Mobile:

Email:

Postal Address:

(if different from above)

## Response to Approach to Market- Services

### Part 2 - Executive Summary

**Instruction to Potential Suppliers:**

Provide a brief (less than 1 page) Executive Summary of your proposal highlighting any key aspects.

**Handy Hint:**

You may find it useful to complete this Executive Summary last so that it is easier to summarise your proposal's key features.

# Response to Approach to Market- Services

## Part 3 – Ability to meet the requirement

### **Mandatory Conditions of Participation**

#### **Instruction to Potential Suppliers:**

If there are any *Mandatory Conditions of Participation* [Clause A.A.2], specifically respond to them here.

*Please Note: If you are unable to meet any Mandatory Conditions of Participation your response will be excluded from consideration.*

### **Detailed proposal to meet the Customer's requirement**

#### **Instruction to Potential Suppliers:**

The information you provide in this section will be considered in evaluating the extent to which this Response meets the Customer's requirement, be as concise as possible. **Do not provide general marketing material that does not relate to the specific requirement.**

Provide a detailed description of your proposal to supply the Customer's requirement, including the creative treatment for each of the deliverables listed in the ATM and under the headings provided below.

#### **Handy Hint**

This is your organisation's opportunity to convince the evaluation panel that your organisation understands the Customer's requirement and can deliver it to a high standard.

This is the place to highlight your competitive advantage as well as any special or unique features of your proposal. Depending on the requirement, your organisation's response could propose a detailed project plan including project milestones and completion dates; timeframes; quality standards or performance indicators which demonstrate success or progress. It could also detail any critical issues or key delivery risks of which the Customer should be aware.

Do not rely solely on your organisation's reputation as the evaluation panel can only consider information you provide in this submission – this *Response to ATM* is the opportunity to promote your organisation.

#### **1. Social Media Content Strategy**

#### **2. Educational Resources for the Cyberbullying Project**

##### **a) Production of 8 short filmed vignettes**

##### **b) Development of an Interactive Quiz**

##### **c) Provision of a Series of Posters**

#### **3. Educational Resources to Support the Effects of Online Pornography Project**

#### **4. Additional Services**

## Part 4 - Potential Supplier's Proven Capacity

### Statement of Skills and Experience

#### Instruction to Potential Suppliers:

The information you provide in this section will be considered in evaluating your organisation's proven capacity to meet the Customer's requirement.

Provide clear, concise details of your relevant abilities to deliver what you have proposed above.

This is your opportunity to prove to the evaluation panel that you can meet the Customer's requirement to a high standard.

#### Handy Hint

This is your opportunity to highlight any unique capabilities.

Depending on the requirement, this could include a detailed description of your recent experience in successfully supplying a similar requirement for Services. It could also include your organisation's expertise in this field, brief information about your personnel (highlighting relevant expertise and experience), details of relevant intellectual property or unique products used.

You may also attach brief **supporting** information specific to this procurement including tailored CVs for Specified Personnel, where relevant.

### Specified Personnel

#### Instruction to Potential Suppliers:

Include Specified Personnel if your proposal has referenced the skills of specific personnel. Provide details in the table below. Include their role, the percentage of the project that they will complete (the total of all specified personnel will add to not more than 100% of the project) and if relevant, their current Commonwealth Government security clearance. Only propose Specified Personnel where you can reasonably expect them to perform the roles nominated.

Also include the same details for any subcontractor personnel, if applicable.

Add extra lines to the table if required. If no Specified Personnel are proposed, insert "Not Applicable" in the table.

#### Handy Hint

Where the person proposed is a recognised expert in their field and the quality of your proposal relies on their expertise, they must be specified in the table below. Only include names for Specified Personnel where their unique skills are relevant or a security clearance is required to perform a particular role.

However, where you have a number of staff who could perform a particular role, include details of the position/role, and the % of the project time which this role will perform. In these circumstances, it would not be necessary to name the person.

The % Time column is the % of the total project time each specified person/role will provide.

Include subcontractor personnel in this table, if applicable.

### Subcontractors

#### Instruction to Potential Suppliers:

Provide details of each subcontractor organisation you will use below. If no subcontractors are proposed, write "Not Applicable".

Note that the Customer is required to publicly disclose information about subcontractors.

# Response to Approach to Market- Services

Full legal name:

Postal address:

ACN/ARBN (if applicable):

ABN (if applicable):

## Scope of works to be subcontracted

### Instruction to Potential Suppliers:

Potential Suppliers must identify the roles or the specific parts of the contract each subcontractor will perform. If no subcontractors are proposed write "Not Applicable".

### Handy Hint

The Supplier remains solely responsible to the Customer for all obligations under the Contract and therefore is responsible for subcontractor performance and management. The Supplier must ensure that any subcontract the Supplier enters into for the purpose of fulfilling their obligations under the Contract imposes any necessary obligations on the subcontractor (including this requirement in relation to subcontracts).

If you are intending to include subcontractors read and understand what your obligations would be under the *Commonwealth Contract Terms*; including in particular the obligations set out in *Subcontracting* [Clause C.C.8]; *Supplier not to make representations*; [Clause C.C.18]; *Compliance with Laws* [Clause C.C.19] and *Compliance with Commonwealth Laws and Policies* [Clause C.C.20].

## Conflict of Interest

### Instruction to Potential Suppliers:

Would a real or perceived conflict of interest exist, or a potential conflict arise, if the Potential Supplier, or where applicable the subcontractor, entered into a contract with the Customer? If so, include full details and strategies to manage the conflict here.

Has this Response been prepared with any assistance from a current or former employee of the Customer? If so, include full details here.

If none, write "Nil".

### Handy Hint

A perceived *Conflict of Interest* is one in which a reasonable person would think that the person's judgement and/or actions may be compromised.

It is important that the Potential Supplier notify the Customer immediately if an actual, perceived or potential conflict of interest arises or may arise after the Response has been submitted or during the Contract period.

## Referees

### Instruction to Potential Suppliers:

Provide daytime contact details for three (3) referees who can attest to your capacity to meet the Customer's requirement. Note that the Customer reserves the right to contact the Potential Supplier's referees, or any other person, directly and without notifying the Potential Supplier as set out in *Referees* [Clause A.B.14].

### Handy Hint

A reference is stronger if your organisation and/or specified personnel has recently provided the referee with similar Services.

It is also good practice to make sure that any referees nominated are aware they might be contacted.

## Response to Approach to Market- Services

<i>Referee Name</i>	<i>Position/Company</i>	<i>Phone No</i>	<i>Email Address</i>

### ***Additional Information***

#### **Instruction to Potential Suppliers:**

Are there additional details relevant to this proposal that you have not already included but want the Customer to consider? Any information included here should be relevant to this proposal and be as concise as possible.

#### **Handy Hint**

Potential Suppliers may use this opportunity to identify any pre-existing intellectual property or unique methodology. This section should not be used to include generic marketing information that is not specific to the Requirement. Be as concise as possible.

### ***Confidentiality of Potential Supplier's Information***

#### **Instruction to Potential Suppliers:**

Potential Suppliers must identify, in the table below, any aspects of their Response or any aspect of the proposed Contract that they consider should be kept confidential, with reason. If none, complete the table with "Not Applicable".

The Customer will only agree to treat information as confidential in cases that meet the Commonwealth's guidelines and which the Customer considers appropriate. In the absence of the Customer's agreement, the Customer has the right to disclose any information contained in the Contract.

Add extra lines to the table as required.

#### **Handy Hint**

Information to assist you to assess whether the Customer is able to treat particular information as confidential is available at <http://www.finance.gov.au/procurement/procurement-policy-and-guidance/buying/contract-issues/confidentiality-procurement-cycle/principles.html>.

<i>Information in the Contract considered necessary to be confidential</i>	<i>Reasons for requesting confidentiality</i>

## Response to Approach to Market- Services

### Part 5 – Total Costs to be incurred by the Customer

**Instruction to Potential Suppliers:**

The information you provide in this section will be considered in assessing the total costs the Customer will incur if it accepts your Response.

#### Pricing

##### *Fixed Fees and Charges*

**Instruction to Potential Suppliers:**

Fill out the table below including fixed prices for each item. These fixed prices must include any taxes, duties and any other government charges which may be imposed or levied in Australia or overseas. Add extra rows to the table if required.

**Handy Hint**

Include in the table below all the known costs for the Services on a fixed price basis.

Deliverable	Total Price (ex GST)	Total Price (inc GST)
<b>1. Social Media Content Strategy</b>		
Final delivery of strategy		
<b>2. Educational Resources for the Cyberbullying Project</b>		
Final 8 vignettes (with full branding and accessibility) Note: Tenderers may choose to price each proposed vignette individually - if so add additional lines.		
Final 'Decision Tree' (Interactive Quiz) ready for web (including full accessibility and full branding)		
Final posters		
<b>3. Educational Resources to Support the Effects of Online Pornography on Children and Youth Project</b>		
Similar to the above, provide a breakdown of the price for final delivery of each component of the proposed content (add additional lines if required)		

##### *Variable Fees and Charges*

**Instruction to Potential Suppliers:**

Include only those variable charges which are **not** included in the prices quoted above. Add extra rows to the table if required.



## Response to Approach to Market- Services

### Handy Hint

Some examples of information to be included for pricing contract extensions are: a cost per unit for the Additional Services if the contract is extended.

#### 4. Additional Services (optional at the discretion of the Customer)

Price per vignette (provide details of any caveats to the price such as an indicative vignette length)		
Price per poster (provide details of any caveats to the price)		

### Proposed Payment Schedule

#### Instruction to Potential Suppliers:

Only complete this table if you are proposing that progress payments be made. If there are no progress payments, leave this table blank.

Do not propose a payment schedule that reflects more than the value of the above milestones or deliverables achieved at any stage.

Add extra lines to the table if necessary.

Estimated Date	Milestone	Payment amount (\$)	% of Maximum Contract Price
		\$	%
		\$	%
		\$	%
Total Payment Amount		\$	100%

### Additional Facilities and Assistance

#### Instruction to Potential Suppliers:

Any requirement is set out in *Facilities and Assistance offered by the Customer* [Clause A.A.3(e)].

If only the *Facilities and Assistance* offered by the Customer are required, insert "No additional facilities and assistance required" in the space below.

If no *Facilities and Assistance* are offered by the Customer and none required by the Potential Supplier, insert "Not Applicable" in the space below.

If the Potential Supplier's proposal and pricing is based on the Customer providing any *Additional Facilities and Assistance* these should be stated here.

### Handy Hint

Any costs the Customer would incur in providing any *Additional Facilities and Assistance* will be included in the costs assessment.

# Response to Approach to Market- Services

## Non-Compliance

### Instruction to Potential Suppliers:

If your proposal is successful you will be offered the opportunity to enter into a contract which incorporates the *Commonwealth Contract Terms* available at <http://www.finance.gov.au/procurement/commonwealth-contracting-suite/>. These terms have been designed to enable Commonwealth officials to comply with their legislated responsibilities and are therefore not negotiable.

If you have reasons why any of the *Additional Contract Terms* should be changed, fill in the table below as these may be negotiable.

Add extra lines to the table if necessary.

### Handy Hint

Any costs the Customer would incur in obtaining legal advice (including in-house legal advisors) or negotiating the Customer's *Additional Contract Terms* will be included in the Customer's total costs assessment.

Clause	Reason for non-Compliance	Proposed new wording