Australian Securities and Investments Commission

Request for tender

2011-000292 – Helping Our Kids Understand Finance – Professional Learning Package

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Any questions regarding this RFT should be addressed to:

professionallearning@asic.gov.au

Lodgement of tenders

Closing Time: 4.00pm, local time in Sydney on 15 July 2011

Tenders must be lodged electronically using AusTender

Tenderers may wish to refer to *Selling to the Australian Government: A guide for business*, available from http://www.finance.gov.au/publications/selling-to-the-australian-government/index.html

Note: ASIC is subject to a number of specific requirements, which support internal and external scrutiny of its tendering and contracting processes. This includes the requirement to publish details of agency agreements and Commonwealth contracts with an estimated liability of $10,000 or more and standing offers on AusTender. Tenderers should note that the Parliament and its committees have the power to require disclosure of Commonwealth contracts and contract information to enable them to carry out their functions.

ASIC will treat as confidential any confidential information provided by tenderers prior to the award of a contract. Once a contract has been awarded, ASIC will not keep information provided by the successful tenderer confidential unless ASIC has agreed to maintain that information as confidential. In considering a request for confidentiality, ASIC will consider whether disclosure would cause unreasonable detriment to the contractor or other third party and the circumstances under which the information was disclosed.

ASIC cannot provide an absolute guarantee of confidentiality because certain confidential information may be required to be disclosed by law or to the Parliament or the Auditor-General.

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General Information

1. About ASIC

(a) ASIC is an independent Commonwealth government body, employing approximately 1600 full-time staff around Australia. ASIC enforces company and financial services laws to protect consumers, investors and creditors. ASIC regulates and informs the public about Australian companies, financial markets, financial services organisations and professionals who deal and advise in investments, superannuation, insurance, deposit taking and credit.

(b) The *Australian Securities and Investments Commission Act 2001* (Cth) requires ASIC to:

(i) uphold the law uniformly, effectively and quickly;

(ii) promote confident and informed participation by investors and consumers in the financial system;

(iii) make information about companies and other bodies available to the public; and

(iv) improve the performance of the financial system and the entities within it.

(c) ASIC operates under the direction of six (6) full-time Commissioners appointed by the Governor-General on the nomination of the Treasurer. ASIC reports to the Commonwealth Parliament and to the Treasurer and the Minister for Superannuation and Corporate Law. More detailed information regarding ASIC can be found on its website, located at www.asic.gov.au.

2. Background to this RFT

(a) On 18 August 2010, the Hon Chris Bowen MP announced 'Helping Our Kids Understand Finances', a pre-election commitment to improve financial literacy in Australian schools [see: www.chrisbowen.net/media-centre/media-releases.do?newsId=3627]. Funding for this initiative, provided until 30 June 2013, was confirmed in the Federal Government Mid-Year Economic and Fiscal Outlook on 9 November 2010.

(b) The aim of the initiative is to build the financial literacy capabilities of Australian school students, by developing in students the skills, attributes, knowledge and understanding required to enable them to make confident, informed and responsible decisions in consumer and financial contexts. This initiative will deliver:

(i) face-to-face professional learning, linked to the Australian Curriculum, for a minimum of 6,000 teachers in Australian primary and secondary schools. The professional learning will build teachers' capacity to integrate consumer and financial literacy education into the new Australian Curriculum;

(ii) a suite of online professional learning modules linked to the Australian Curriculum. These professional learning modules will supplement the face-to-face professional learning and will be housed on the Teaching Financial Literacy website at http://teaching.financialliteracy.gov.au. Online modules will also be developed for use by pre-service teacher educators; and

(iii) a range of online and digital resources for students that will support the financial literacy content in the Australian Curriculum and will help teachers engage students in 'real world' financial literacy contexts.

(c) Further background to this initiative, including ASIC's role in financial literacy is available at Attachment 10 to this RFT.

3. Scope of requirements

(a) The objective of this procurement is to engage a suitably qualified contractor to design and develop the Professional Learning Package that will provide teachers with professional learning and support materials to teach consumer and financial literacy through the Australian Curriculum from Foundation to Year 12 (the Package). As part of this the contractor will be required to participate at two one-day professional development conferences to Phase 1 targeted schools.

(b) The following services are outside the scope of this procurement:

(i) the development of interactive online modules of the Package and digital resources that support the Package;

(ii) the bulk printing of the Package;

(iii) the conduct of trials of the Package and associated online and digital resources in schools;

(iv) the implementation of the Package and associated online and digital resources in schools; and

(v) communications and public relations.

(c) ASIC's requirements are set out in more detail in Schedule 1.

(d) Subject to clause 30, any contract entered into as a result of this RFT will be based on the Draft Form of Contract.

4. About this document

(a) This RFT is made up of:

(i) the clauses, which set out the conditions applying to the RFT process;

(ii) Schedule 1, which sets out the Statement of Requirements; and

(iii) the Attachments, which set out the information tenderers need to include in their tenders and additional information to assist with the preparation of tenders.

(b) A checklist is provided in Attachment 1 to assist tenderers in preparing and submitting their tenders.

(c) The dictionary in clause 32 provides definitions of words and phrases used in this RFT.

(d) Where this RFT provides that ASIC 'may' do a thing, it may do so in its absolute discretion.

5. Fair Work Principles

(a) Tenderers should note that the Australian Government Fair Work Principles apply to the procurement. More information on the Fair Work Principles and the associated User Guide can be found at www.deewr.gov.au/fairworkprinciples.

(b) In particular tenderers should note that, in accordance with the Fair Work Principles, ASIC will not enter into a contract with a tenderer who:

(i) fails, when required by the Commonwealth, to confirm it understands and complies with all relevant workplace relations law, occupational health and safety law, or workers' compensation law;

(ii) is subject to an order from any court or tribunal decisions relating to a breach of workplace relations law, occupational health and safety law, or workers' compensation law with which the tenderer has not fully complied or is not fully complying;

(iii) has a *Fair Work Act 2009* agreement that was made on or after 1 January 2010 that does not include genuine dispute resolution procedures; or

(iv) fails to provide information when requested by the Commonwealth relevant to their compliance with the Fair Work Principles.

(c) For the purposes of clause 5(b)(iii), a genuine dispute resolution procedure is one which provides each of the following processes to resolve workplace disputes:

(i) the ability for employees to appoint a representative in relation to the dispute;

(ii) in the first instance procedures to resolve the dispute at the workplace level;

(iii) if a dispute is not resolved at the workplace level, the capacity for a party to the dispute to refer the matter to an independent third party for mediation or conciliation; and

(iv) if the dispute is still not resolved, the capacity for an independent third party to settle the dispute via a decision binding on the parties.

(d) For the purposes of clause 5(b)(ii), a decision or order with which the tenderer has not fully complied or is not fully complying includes any relevant penalty or order of a court or tribunal, but it does not extend to infringement notices issued by workplace inspectors or a provisional improvement notice issued by an occupational health and safety inspector, or those instances where a penalty or a requirement has been imposed but the period for payment/compliance has not expired.

(e) To enable ASIC to confirm the tenderer's compliance with the relevant requirements of the Fair Work Principles the tenderer must complete the declaration at item 10 of Attachment 2 and include it as part of their tender.

6. About AusTender

(a) AusTender is the online tendering system for Australian Government agencies. AusTender allows tenderers to download RFT documentation and upload tender responses. Tenderers must first register with AusTender at https://www.tenders.gov.au.

(b) Access to and use of AusTender is subject to terms and conditions. Tenderers must agree to comply with those terms and conditions and any applicable instructions, processes, procedures and recommendations as advised on AusTender.

(c) It is the tenderer's responsibility to ensure that its infrastructure including operating system and browser revision levels meets the minimum standards as defined on AusTender. Neither ASIC nor the Commonwealth take any responsibility for any problems arising from a tenderer's infrastructure or internet connectivity.

(d) By using AusTender, tenderers acknowledge that, although the Commonwealth has implemented the security measures described on AusTender, the Commonwealth does not warrant that unauthorised access to information and data transmitted via the internet will not occur.

(e) Tenderers must inform themselves of all security measures and other aspects of the AusTender technical environment. Tenderers must make their own assessment of the AusTender system before using it for any matter related to this RFT and no responsibility will be accepted by ASIC arising in respect of any use or attempted use by any person of AusTender.

(f) All queries and requests for technical or operational support should be directed to:

AusTender Help Desk
Telephone: 1300 651 698
Email: tenders@finance.gov.au

The AusTender Help Desk is available between 9am and 5pm, Monday to Friday (excluding Australian Capital Territory and national public holidays).

7. Further information about this RFT

(a) Tenderers should direct any questions arising during the preparation of a tender or requests for clarification in writing to professionallearning@asic.gov.au.

(b) ASIC may refuse to answer any question received less than five (5) business days before the Closing Time.

(c) Where appropriate, ASIC will circulate questions and answers to all other tenderers without disclosing the source of the questions or revealing the substance of a proposed tender.

(d) If a tenderer finds any discrepancy, error or omission in this RFT, it should notify ASIC in writing before the Closing Time.

8. Changes to this RFT

(a) If ASIC amends this RFT (including by adding to, altering, deleting or excluding ASIC's technical requirements, changing the structure and timing of the RFT process or varying or extending any time or date in this RFT), it will issue an addendum.

(b) Tenderers must submit their tenders in accordance with this RFT as amended by any addenda.

(c) All conditions of this RFT will apply to addenda unless amended in the addenda.

(d) ASIC will make reasonable efforts to inform tenderers of addenda in accordance with this clause 8 either by posting addenda on the AusTender page for this RFT or by otherwise notifying tenderers.

(e) Tenderers who have registered and downloaded the RFT documentation will be notified by AusTender via email if an addendum is issued. It is in the interests of tenderers to ensure they have correctly recorded their contact details before downloading the RFT documentation. If tenderers have not recorded their details correctly, they should amend their details and download the RFT documentation again. If a tenderer has obtained the RFT documentation other than from AusTender, it should visit AusTender, register as a user and download the RFT documentation.

(f) Tenderers are required to log in to AusTender and collect addenda as notified.

(g) ASIC accepts no responsibility if a tenderer fails to become aware of any addendum that would have been apparent from a visit to the AusTender page for this RFT.

9. Complaints

Tenderers should address any complaints regarding the RFT process in writing to:

Michelle Haerewa
Australian Securities and Investments Commission
Address: GPO Box 9827, Sydney, NSW, 2000
Facsimile: 02 9911 2164
Email: michelle.haerewa@asic.gov.au

What tenderers need to do

10. Tenderer behaviour

(a) Tenderers must not, and must ensure that their officers, employees, agents and advisors do not, in relation to the preparation, lodgement or assessment of tenders:

(i) make false or misleading or deceptive claims or statements;

(ii) improperly obtain confidential information;

(iii) receive improper assistance from any existing or former officers or employees of ASIC;

(iv) engage in collusive tendering, anti-competitive conduct, unlawful, unethical or other similar conduct with any other tenderer or other person; or

(v) attempt to improperly influence an officer or employee of ASIC, violate any applicable laws regarding the offering of inducements or approach any officer or employee of ASIC other than in the manner set out in clause 7(a) or clause 9.

(b) Note that ASIC may exclude a tender from consideration if the tenderer fails to comply with these requirements (clause 19(c)(iii)).

11. Industry briefing

(a) Tenderers are invited to attend an industry briefing:

Date	Location	Venue	Time
17 June 2011	Level 5, 100 Market Street, Sydney, NSW	ASIC Offices	2.00 pm

(b) For tenderers who are unable to attend the industry briefing, a copy of any additional information provided at the briefing will be available on request.

(c) Tenderers attending the briefing should register their intention, including the name and number of attendees to the contact email outlined in clause 7(a) at least 3 Business Days prior to the briefing.

(d) Any information provided at a briefing or under clause 11(b) is provided subject to the conditions of this RFT.

12. Seek own advice

This RFT is not business, investment, legal or tax advice. Tenderers should seek their own independent professional advice in respect of all matters in connection with this RFT.

13. Bear own costs

(a) All expenses and costs incurred by a tenderer in connection with this RFT, including preparing and lodging a tender, providing ASIC with further information, giving presentations, attending interviews and participating in any subsequent negotiations, are the sole responsibility of the tenderer.

(b) ASIC is not liable for any costs or other compensation in relation to the consideration of this RFT, lodgement of any tender or participation in the RFT process by any tenderers where ASIC takes any action permitted under this RFT, including any exercise of ASIC's rights under clause 30.

(c) ASIC is not liable for any loss, damage, claim, cost or expense incurred by tenderers or any other person if, for any reason, a tender or any other material or communication relevant to this RFT is not received on time, is corrupted or altered or otherwise not received as sent, cannot be read or decrypted, or has its security or integrity compromised.

14. Satisfy the Conditions for Participation

(a) To submit a tender, the tenderer must satisfy the Conditions for Participation (ie mandatory requirements). Subject to clause 21.1, if a tenderer does not satisfy the Conditions for Participation, the tender will be excluded from consideration (see clause 19).

(b) The Conditions for Participation are set out in the following table:

No.	Condition for Participation
1.	The tenderer and any subcontractors proposed in the tender must not be named as not complying with the *Equal Employment Opportunity for Women in the Workplace Act 1999* (Cth)
2.	There is currently no judicial decision against the tenderer (not including decisions under appeal) in relation to employee entitlements where the tenderer has not paid the claim

Note to Tenderers: The Conditions for Participation are addressed in the tenderer's response to Attachment 2.

15. What the tender needs to include

15.1 Satisfy the Minimum Content and Format Requirements

(a) Tenders must satisfy the Minimum Content and Format Requirements (ie mandatory requirements). Subject to clause 21.1(c), if a tender does not satisfy the Minimum Content and Format Requirements, it will be excluded from consideration (see clause 19).

(b) The Minimum Content and Format Requirements are set out in the following table:

No.	Minimum Content and Format Requirement
1.	The tender must be in English and measurements must be expressed in Australian legal units of measurement
2.	Tendered prices must be expressed in Australian dollars with the GST component listed separately.
3.	The tender must include a completed declaration containing the information at items 8, 9 and 10 of Attachment 2.
4.	As part of their response to this RFT, tenderers must provide high level draft versions of their Education Blueprint (refer section 6 of Schedule 1) and Project Plan (refer section 9.2 of Schedule 1).

15.2 Use the Attachments

(a) A tender should include the following documents:

(i) a completed tenderer response form in the form of Attachment 2 which addresses all of the items in that Attachment (in addition to the items referred to in clause 15.1(b) above); and

(ii) documents addressing the information required by each other Attachment to this RFT.

(b) If the tender does not include a document addressing the information on insurance as required by Attachment 7, the tenderer will be evaluated on the basis that it and any subcontractors proposed in the tender do **not** meet the insurance requirements set out in Attachment 7.

(c) If the tender does not include a document addressing the information on compliance as required by Attachment 8, the tenderer is taken to agree with all provisions of the Draft Form of Contract.

(d) If the tender does not include a document addressing the information on confidentiality as required by Attachment 9, the tenderer is taken to agree that none of the information in its tender is confidential.

15.3 Alternative tenders

A tenderer must submit a tender that complies with the requirements of this RFT. However, the tenderer may also submit an alternative tender provided that a compliant tender is also submitted. If a tenderer submits an alternative tender, the advantages, disadvantages, limitations and capabilities of the alternative tender should be clearly stated.

15.4 Consortium tenders

A consortium may submit a tender on the basis that one legal entity will be the prime contractor to ASIC and will take full responsibility. The tender should provide full details of that legal entity, the consortium members and any proposed subcontractors.

16. When to lodge the tender

(a) Tenders must be lodged before the Closing Time.

(b) Note that any attempt to lodge a tender electronically after the Closing Time will not be permitted by AusTender.

(c) The judgement of ASIC as to the time a tender has been lodged will be final. In particular:

(i) the time displayed on AusTender is deemed to be the correct time and will be the means by which ASIC will determine whether tenders have been lodged by the Closing Time; and

(ii) where electronic lodgement of a tender started before the Closing Time but finished after the Closing Time, and upload of the tender file/s has completed successfully, as confirmed by AusTender system logs, the tender will not be deemed to be a late tender (however, where a tender lodgement consists of multiple uploads, this exception only applies to the final upload).

(d) Any tender lodged after the Closing Time or received at any location (including any ASIC location) other than through AusTender will be deemed to be a late tender. ASIC will not accept a late tender, unless the tender is late solely because of ASIC's own mishandling.

(e) The Closing Time can only be extended by ASIC issuing an addendum in accordance with clause 8.

17. How to lodge the tender

17.1 Electronic lodgement

(a) Tenders must be lodged electronically using AusTender.

(b) Tenders lodged by other means, including by facsimile, email or by hand, will not be considered.

(c) Tenderers acknowledge that lodgement of their tenders on time and in accordance with this RFT is entirely their responsibility. Tenderers must allow sufficient time for tender lodgement, including time that may be required for any problem analysis and resolution before the Closing Time.

(d) Tenderers should be aware that holding the "Lodge a Response" page in the web browser will not hold the electronic tender box open beyond the Closing Time. An error message will be issued if the lodgement process is attempted after the Closing Time.

(e) If tenderers have any problem in accessing AusTender or uploading a tender they should contact the AusTender Help Desk (see clause 5) before the Closing Time. Failure to do so may exclude a tender from consideration.

(f) Tenders lodged through AusTender will be deemed to be authorised by the tenderer.

17.2 Before lodging

(a) Before submitting a tender electronically, the tenderer should:

(i) ensure its technology platform meets the minimum requirements identified on AusTender;

(ii) refer to AusTender's guidance, if required, on uploading tenders;

(iii) take all steps to ensure that the tender is free from anything that might reasonably affect useability or the security or operations of AusTender and/or ASIC's computing environment;

(iv) ensure that the tender does not contain macros, script or executable code of any kind unless that specific material has previously been approved in writing by ASIC; and

(v) ensure that the tender complies with all file type, format, naming conventions, size limitations or other requirements specified in this clause 17.

(b) In submitting a tender electronically, the tenderer warrants that it has taken reasonable steps to ensure that tender response files are free of viruses, worms or other disabling features which may affect AusTender and/or ASIC's computing environment. Tenders found to contain viruses, worms or other disabling features will be excluded from consideration.

17.3 File format, name and size

(a) Tenderers should lodge their tenders in accordance with the requirements for file format/s, naming conventions and file sizes set out in this clause 17 or otherwise advised by ASIC or required by AusTender. Failure to comply with any or all of these requirements may result in the tender not uploading successfully or may eliminate the bid from consideration.

(b) Where there is any inconsistency between the tender lodgement procedures set out on AusTender and those set out in this RFT, this RFT will prevail.

(c) **File format**: Tenders should be lodged in Microsoft Word, Microsoft Excel or PDF format.

(d) **File names**: The tender file name/s should:

(i) incorporate the tenderer's name;

(ii) reflect the various parts of the bid they represent, where the tender comprises multiple files;

(iii) not contain \ / : * ? " < > | characters; and

(iv) not exceed 100 characters.

(e) **Multiple uploads permitted**: A tender can consist of multiple uploads. AusTender will accept up to a maximum of five files in any one upload of a tender. If a tender consists of multiple uploads, due to the number of files or file size, tenderers should ensure that transmission of all files is completed before the Closing Time.

(f) **File size**: Tender files:

(i) cannot exceed a combined file size of 5 megabytes per upload;

(ii) should be uploaded from a high level directory on a tenderer's desktop, so as not to impede the upload process; and

(iii) should be zipped (compressed) together for transmission to AusTender.

(g) Each upload should not exceed the combined file size limit of 5 megabytes. If an upload would otherwise exceed 5 megabytes, the tenderer should either:

(i) transmit the tender files as a compressed (zip) file not exceeding 5 megabytes; and/or

(ii) lodge the tender in multiple uploads ensuring that each upload does not exceed 5 megabytes and clearly identifying each upload as part of the tender.

(h) **Signed pages**: Scanned images of signed and/or initialled pages within the tender, including Attachment 2, are permitted. In the event that clarification is required, ASIC may require a tenderer to courier or security post the originals of the signature and/or initialled pages to ASIC.

(i) **Proof of lodgement**: When a tender lodgement has successfully completed, an official receipt is provided on screen. The on-screen receipt will record the time and date the tender was received by AusTender and will be conclusive evidence of successful lodgement of a tender. Tenderers should save and print this receipt as proof of lodgement. A separate email confirming receipt of the tender will also be automatically dispatched to the email address of the registered user whose details were recorded at login. Failure to receive a receipt means that lodgement has not completed successfully.

18. After lodging the tender

18.1 Correcting tenders or providing additional information

If, after lodgement, a tenderer becomes aware of any discrepancy, error or omission in its tender, it may submit a correction or provide additional information. The correction or additional information must be provided by the Closing Time by lodging it electronically using AusTender.

18.2 Tender validity period

In lodging a tender, the tenderer acknowledges that its tender remains valid and open for acceptance by ASIC for a period of six months from the Closing Time.

18.3 Ownership of tender documents

(a) All tender documents become the property of ASIC on lodgement. However, subject to clause 18.3(b), ownership of the intellectual property in the tender documents will remain unchanged.

(b) ASIC may use and copy the tender documents as it requires for the purposes of the RFT process, evaluating tenders, negotiating and preparing an agreement, audit requirements and complying with governmental and parliamentary reporting requirements including requests for information by Parliament or Parliamentary Committees.

18.4 Publicity

Tenderers must not furnish any information, make any statement or issue any document or other written or printed material concerning the acceptance of any tender in response to this RFT for publication in any media without the prior written approval of ASIC.

ASIC's evaluation process

19. Step 1 – Screening

(a) ASIC will screen all tenders received for completeness, unintentional errors of form, clarity and compliance with this RFT.

(b) ASIC will exclude a tender from consideration if:

(i) subject to clause 16, the tender is lodged after the Closing Time;

(ii) subject to clause 21.1, the tenderer does not satisfy the Conditions for Participation;

(iii) subject to clause 21.1(c), the tender does not satisfy the Minimum Content and Format Requirements;

(iv) the tender includes electronic files that cannot be read or decrypted;

(v) the tender is lodged electronically and is found to contain a virus, worm or other disabling feature; or

(vi) ASIC believes the tender potentially contains any virus, malicious code or anything else that might compromise the integrity or security of AusTender and/or ASIC's computing environment.

(c) ASIC may at any time exclude a tender from consideration if:

(i) the tender is incomplete;

(ii) prices are not clearly and legibly stated;

(iii) the tenderer or tender does not comply with this RFT;

(iv) the tenderer is not fully capable of undertaking a contract in the form of the Draft Form of Contract;

(v) the tender is clearly uncompetitive when compared with the other tenders received;

(vi) the tender does not demonstrate that it satisfies any Essential Requirements specified in this RFT;

(vii) the tender is rated unsuitable or unsatisfactory against one or more of the Evaluation Criteria; or

(viii) the tenderer does not substantially comply with the Draft Form of Contract.

20. Step 2 – Evaluating remaining tenders

(a) Tenders will be assessed on the basis of value for money through the application of the Evaluation Criteria. Value for money is a comprehensive assessment that takes into account both price and the value represented by the assessment of capability and capacity, in the context of the risk profile presented by each tender.

(b) The Evaluation Criteria are set out in the following table:

No.	Evaluation Criteria
1.	**Capability** The capability of the tenderer to provide the goods or services in accordance with the Statement of Requirements.
2.	**Capacity** The capacity of the tenderer to provide the goods or services in accordance with the Statement of Requirements.
3.	**Price** Tendered price, including total cost to ASIC.
4.	**Risk** Any risks inherent in the tender. For example: • the tenderer's financial viability • any actual or perceived conflict of interest • level of compliance with this RFT (including the Draft Form of Contract) • adequacy of insurance proposed by the tenderer

(c) Tenders will be evaluated using the following approach:

(i) assessment of the technical worth of tenders using Evaluation Criteria 1 and 2 (Capability and Capacity);

(ii) financial assessment of tendered prices; and

(iii) assessment of best value for money by a comparison of technical worth as against tendered prices and risks associated with tenders.

(d) ASIC is not obliged to accept the lowest priced tender. Value for money involves assessing various factors over the entire procurement cycle.

21. Additional steps

21.1 Clarification, additional information and corrections

(a) After the Closing Time, ASIC may engage in any discussions with, or seek clarification on any matter from, any tenderer.

(b) ASIC may require a tenderer to submit additional information to allow further consideration of its tender.

(c) If ASIC considers that there is an unintentional error of form in a tender, ASIC may give the tenderer an opportunity to correct the error. If ASIC gives a tenderer an opportunity to correct an unintentional error of form, it will give the same opportunity to all tenderers in the same position.

21.2 Independent inquiries

(a) ASIC may make independent enquiries about any of the matters that may be relevant to the evaluation of any tender.

(b) ASIC reserves the right to contact tenderers' referees, or any other person, directly and without notifying tenderers.

21.3 Short listing

ASIC may short list tenders at any time.

21.4 Presentations, interviews, site visits and samples

(a) Some or all tenderers may be required to give a presentation.

(b) Some or all tenderers may be required to attend an interview.

(c) ASIC may undertake a visit to some or all tenderers' sites as part of its evaluation process.

(d) Some or all tenderers may be required to provide samples for inspection or testing by ASIC.

(e) The requirements, if any, for tenderer presentations, interviews, site visits or samples will be notified to the relevant tenderers by ASIC after the Closing Time.

21.5 Security, probity and financial checks

(a) ASIC may conduct such security, probity and financial (including credit) checks as it deems necessary on tenderers, their partners, associates or related entities (including consortium members) or their officers, employees, agents or proposed subcontractors, for the purpose of evaluating tenders or at any other stage of the RFT process. These checks may require individuals to sign forms verifying information relating to that individual and authorising the provision of confidential or personal information.

(b) Tenderers must provide, at their own cost, all reasonable assistance required by ASIC in undertaking and conducting the security, probity and financial checks.

(c) ASIC reserves the right to request financial statements and other information relevant to determining the financial viability of tenderers, their partners, associates, or related entities including consortium members or their proposed subcontractors.

22. Negotiations with tenderers

(a) After the Closing Time, ASIC may enter into negotiations with any one or more tenderers.

(b) Without limiting clause 22(a), during the negotiations ASIC may engage in detailed discussions with the goal of maximising the benefits to ASIC, as measured using the Evaluation Criteria.

(c) Without limiting its other rights under this RFT, if in ASIC's view during final negotiations a preferred tenderer retracts, or attempts to retract, agreements under which material business, financial, technical and legal issues were resolved during negotiations, ASIC may reject the preferred tenderer's tender, discontinue negotiations with that tenderer, re-enter negotiations with other tenderers (including or excluding the preferred tenderer), and exercise any other right ASIC has under this RFT, at law or otherwise.

23. Execution of formal agreement

(a) Nothing in this RFT, or the submission of any tender in response to it, or any conduct or statement whether before or after the issue of this RFT constitutes a contract, express or implied, with ASIC. ASIC intends that no contract will be formed unless and until ASIC signs a formal contract with a preferred tenderer.

(b) ASIC will require the execution of a formal contract and a preferred tenderer must, within seven days after being required in writing by ASIC to do so, execute such a contract based on the Draft Form of Contract.

24. Advice to unsuccessful tenderers and opportunity for debriefing

After the end of the RFT process, ASIC will notify each unsuccessful tenderer that its tender has not been accepted, and will offer the opportunity for a debriefing (at the time and in the manner ASIC reasonably determines).

General conditions

25. Ownership of RFT documents

(a) All documents comprising this RFT remain the property of ASIC. Each tenderer is permitted to use them for the purpose only of compiling a tender and, where relevant, negotiating the terms of an agreement with ASIC.

(b) All copyright and other intellectual property rights contained in this RFT are and remain vested in ASIC and any third party who has given ASIC permission to incorporate them in this RFT.

26. Return or destruction of ASIC's information

ASIC may, at any stage, require all written or electronically stored information provided to tenderers (whether confidential or otherwise and without regard to the type of media on which such information was provided to any tenderer) and all copies of such information made by tenderers to be:

(a) returned to ASIC – in which case the tenderer must promptly return all such information to the address identified by ASIC; or

(b) destroyed by the tenderer – in which case the tenderer must promptly destroy all such information and provide ASIC with written certification that the information has been destroyed.

27. Important notices about this RFT

(a) Tenders are made on the basis that each tenderer acknowledges that:

(i) it has examined the RFT, any documents referred to in it, and any other information made available in writing by ASIC to tenderers for the purpose of participating in the RFT process;

(ii) this RFT is designed to summarise information concerning ASIC's requirements only and is not necessarily a comprehensive description of it;

(iii) to the maximum extent permitted by law, neither ASIC, nor its officers, employees, advisers or agents will in any way be liable to any person or body for any loss, damage, claim, cost or expense of any nature arising in any way out of or in connection with the statements, opinions, projections, forecasts or other representations, actual or implied, contained in or omitted from this RFT or by reason of any reliance on them by any person or body;

(iv) it has sought and examined all necessary information which is obtainable by making reasonable enquiries relevant to ASIC's requirements including the risks and other circumstances which may affect a tender;

(v) in lodging its tender, it did not rely on any express or implied statement, warranty or representation, whether oral, written, or otherwise made by or on behalf of ASIC other than as expressly contained in this RFT or an addendum to this RFT issued by ASIC;

(vi) it did not use the improper assistance of any existing or former officers or employees of ASIC;

(vii) it has satisfied itself as to the correctness and sufficiency of its tender; and

(viii) it will comply with the terms and conditions set out in this RFT.

(b) ASIC believes the contents of this RFT to be accurate at the date this RFT is released. The accuracy of any statements, opinions, projections, forecasts, representations or other information (**Statements**) contained in this RFT may change. Where any Statement relates to future matters, no steps have been taken to verify that the Statement is based on reasonable grounds, and, to the maximum extent permitted by law, no representation or warranty, expressed or implied, is made by ASIC, or any of its officers, employees, advisers or agents that the Statement is accurate.

28. Disclosure of tender information

28.1 Freedom of information

Tenderers should be aware that ASIC is subject to the operation of the *Freedom of Information Act 1982* (Cth), which generally allows public access to certain Government documents in the possession of a Commonwealth government agency. That Act also provides avenues for submissions to be made that particular information about the business, commercial or financial affairs of an entity or undertaking should not be disclosed.

28.2 Confidentiality

(a) ASIC undertakes to keep confidential any confidential information provided to ASIC by tenderers prior to the award of a contract and, in respect of unsuccessful tenderers, after contract award.

(b) The obligation of confidentiality in clause 28.2(a) does not apply if the confidential information:

(i) is disclosed by ASIC to its advisers, officers, employees or agents solely in order to conduct the RFT process;

(ii) is disclosed by ASIC to the responsible Minister;

(iii) is disclosed by ASIC, in response to a request by a House or a Committee of the Parliament of the Commonwealth of Australia;

(iv) is authorised or required by law to be disclosed; or

(v) is in the public domain otherwise than due to a breach of clause 28.2(a).

(c) ASIC will agree to keep confidential any specific information provided under, or in connection with, the contract where it is appropriate to do so having regard to the matters covered by the Commonwealth's guidance on *Confidentiality throughout the Procurement Cycle* (available at http://www.finance.gov.au/procurement/procurement-policy-and-guidance/buying/contract-issues/confidentiality-procurement-cycle/principles.html).

(d) To enable ASIC to consider whether it agrees to keep specific information confidential, tenderers must include in their tender any request that information is to be treated as confidential following the award of a contract to it, specifying the information and giving reasons why it is necessary to keep the information confidential.

(e) ASIC will consider any request made under clause 28.2(d) and will inform the tenderer whether or not ASIC, in its sole discretion, agrees to the request and the terms under which it agrees.

(f) The terms of any agreement will form part of the contract to be awarded at the completion of the tender process.

28.3 Australian National Audit Office

(a) The attention of tenderers is drawn to the *Auditor-General Act 1997* (Cth), which provides the Auditor-General or an authorised person with a right to have, at all reasonable times, access to information, documents and records that relate to contracts with Commonwealth government agencies.

(b) Tenderers should obtain, and will be deemed to have obtained, their own advice on the impact of the *Auditor-General Act 1997* (Cth) on their participation in the RFT process.

29. Environmental management

(a) ASIC is committed to environmental management including:

(i) identifying, promoting and striving to approach best practice in environmental management systems and operations;

(ii) making reasonable efforts to operate in an ecologically sustainable manner by preventing pollution, reducing waste and the use of energy and resources;

(iii) complying with all relevant Commonwealth and State/Territory environmentally sound work practices and initiatives as well as any other applicable requirements; and

(iv) striving to provide an environmentally sound workplace and progressively implementing a range of environmentally sound practices.

(b) The successful tenderer is expected to be committed to sound environmental management practices.

30. ASIC's rights

Without limiting its rights at law or otherwise, ASIC may:

(a) amend this RFT, including the Draft Form of Contract;

(b) suspend or discontinue the RFT process (including during negotiations), where ASIC considers that:

(i) it is in the public interest to do so;

(ii) no tender meets the Minimum Content and Format Requirements;

(iii) no tenderer meets the Conditions for Participation;

(iv) no tenderer is fully capable of undertaking a contract in the form of the Draft Form of Contract; or

(v) no tender represents value for money;

(c) before final selection (with or without short listing) enter into negotiations with one or more tenderers (including parallel negotiations with more than one tenderer or negotiations with all tenderers without short listing);

(d) discontinue negotiations with any tenderer at any time for any reason;

(e) require additional information or clarification from any tenderer or anyone else;

(f) provide additional information or clarification to tenderers;

(g) negotiate with any person who is not a tenderer and enter into a contract with that person on such terms as ASIC in its absolute discretion accepts, in circumstances where direct sourcing is permitted by the Commonwealth Procurement Guidelines;

(h) add to, alter, delete or exclude ASIC's technical requirements;

(i) publish or disclose the names of tenderers (whether successful or unsuccessful);

(j) allow or not allow a related body corporate or other entity to take over a tender in substitution for the original tenderer;

(k) change the structure and timing of the RFT process;

(l) vary or extend any time or date in this RFT at any time and for such period as ASIC in its absolute discretion considers appropriate;

(m) vary any of the terms or conditions of the contract to be entered into as a result of this RFT during negotiations with any tenderer; or

(n) enter into any contractual arrangements or other arrangements which will best meet ASIC's needs.

31. Relevant laws

(a) The law applying in New South Wales applies to this RFT and to the RFT process.

(b) Each tenderer must comply with all relevant laws and Commonwealth policy in preparing and lodging its tender and taking part in the RFT process.

32. Dictionary

In this RFT, unless the contrary intention appears:

ASIC	means the Australian Securities and Investments Commission.
Closing Time	means the Closing Time specified on the front page of this RFT, as amended by any addendum in accordance with clause 8.
Condition for Participation	means a Condition for Participation set out in clause 14(b).
Draft Form of Contract	means the draft contract provided with this RFT.
Essential Requirements	means the requirements identified in Schedule 1 as Essential Requirements. Tenderers that do not demonstrate that they meet the Essential Requirements will be excluded from further consideration.
Evaluation Criteria	means the Evaluation Criteria set out in clause 20(b).
Fair Work Principles	the Australian Government Fair Work Principles and the requirements set out in the Fair Work Principles User Guide (available at www.deewr.gov.au/fairworkprinciples).
Framework	The National Consumer and Financial Literacy Framework.
Minimum Content and Format Requirement	means a Minimum Content and Format Requirement set out in clause 15.1(b).

National Reference Group (NRG)	the National Reference Group - Consumer and Financial Literacy established by ASIC in 2010 and made up of representatives from each state and territory department of education and training, the Catholic and Independent sectors, two representatives from fair trading departments and representation from the Department of Education, Employment and Workplace Relations.
Package	the Professional Learning Package that will provide teachers with professional learning and support materials to teach consumer and financial literacy through the Australian Curriculum.
Project Advisory Group	a sub-committee of the NRG established to provide advice on the development and implementation of the Package (through this RFT) and the online and digital resources that are developed through the Online and Digital Resources RFT.
RFT	means this request for tender, including the Draft Form of Contract.
Statement of Requirements	means Schedule 1 and the documents referred to in or attached to Schedule 1.

Schedule 1 – Statement of Requirements

1. The Helping Our Kids Understand Finances initiative

(a) The overarching objective of the Helping Our Kids Understand Finances (HOKUF) initiative is to build the financial literacy capabilities of Australian school students – by developing students' skills, attributes, knowledge and understanding to enable them to make confident, informed consumer choices and responsible financial decisions that are essential to their future financial wellbeing.

(b) This initiative will invest in teacher professional learning to increase the confidence, knowledge, skills and capacity of teachers to deliver effective consumer and financial literacy learning experiences, linked to the Australian Curriculum.

(c) This will be achieved through:

(i) this RFT, which will deliver a Professional Learning Package that will provide teachers with professional learning and support materials to teach consumer and financial literacy through the Australian Curriculum;

(ii) a separate RFT, which will support the Package by providing online interactive resources and modules, housed on ASIC's Teaching Financial Literacy website;

(iii) an implementation strategy, managed by ASIC, that will have the Package and its online and digital resources trialled in schools;

(iv) a communications and public relations strategy; and

(v) an independent evaluation, the subject of a future tender process.

2. Specific objectives

(a) The objective of this procurement is to produce the Package (print ready) that will build teacher capacity to deliver consumer and financial literacy across the Australian Curriculum from Foundation to Year 12. Specifically the Package will:

(i) equip teachers with the knowledge and skills to be able to confidently and effectively integrate consumer and financial literacy into and across relevant learning areas of the Australian Curriculum;

(ii) provide teachers with the tools and resources to support effective teaching of consumer and financial literacy to students through real-life contexts; and

(iii) strengthen teacher capacity to engage their school community, including parents, in consumer and financial literacy education.

(b) While the Package is targeted at teachers, the Package must be designed so that it will have a flow-through impact on student learning over time in line with the over-arching objective of the HOKUF initiative as outlined above in section 1 of this Schedule 1.

(c) The Package will include:

(i) a train the trainer professional learning guide;

(ii) teacher guides;

(iii) units of work; and

(iv) a set of PowerPoint slides for parent associations/groups.

Note to Tenderers: See section 9(c) of this Schedule 1 for more detail of the required contents of the Package. Tenderers may propose different solutions to building the Package to meet the objectives of the HOKUF initiative in accordance clause 15.3 of this RFT.

(d) The Package will:

(i) be developed progressively along the phased timelines of the Australian Curriculum. These timelines are available at www.acara.edu.au/curriculum/curriculum.html. The endorsed Australian Curriculum documents for mathematics, science and English can be found at www.australiancurriculum.edu.au;

(ii) focus on the seven general capabilities of the Australian Curriculum;

(iii) reflect feedback provided by professional teacher associations (refer to section 3 of this Schedule 1 for further information on initial consultation);

(iv) use the National Consumer and Financial Literacy Framework as the key national reference point for aligning consumer and financial literacy into the learning areas of the Australian Curriculum;

Note to Tenderers: The Framework is currently being reviewed to align more closely with the Australian Curriculum. Tenderers should base their proposal on the current Framework, which is available at: http://www.mceecdya.edu.au/verve/_resources/Financial_Literacy_Framework_revised2009.pdf. The revised version of the Framework is expected to be endorsed by the Ministerial Council Education, Early Childhood Development and Youth Affairs (MCEECDYA) during August 2011. A draft version will be available in August for the successful tenderer.

(v) build on the previous Professional Learning Package – developed by the Financial Literacy Foundation in 2008/09. See Attachment 15;

(vi) have a knowledge, pedagogy and assessment focus;

(vii) provide primary school units of work focusing generally on embedding consumer and financial literacy learning in a holistic cross-curricular way; and

(viii) provide secondary school units of work focusing generally on a learning area/ faculty approach and use consumer and financial literacy as a context for that learning area emphasising how this can add value and make the learning area more interesting and relevant to students.

3. Initial Consultation

(a) ASIC has sought input from professional teacher associations.

(b) On 8 December 2010, the Phase 1 Australian Curriculum learning areas of mathematics, science, English and history were endorsed by MCEECDYA. Mathematics is the only learning area that refers to consumer and financial literacy explicitly. It does this in the sub-strand 'Money and Financial Mathematics'.

(c) Science and English do not refer to consumer and financial literacy directly; however, it is there by inference and this has implications that were addressed by the professional associations which have informed the requirements of this RFT.

(d) Consultation with the Australian Association of Mathematics Teachers (AAMT), the Australian Science Teachers Association (ASTA) and the Victorian Association of Teachers of English (VATE) has identified:

(i) where the links are between consumer and financial literacy, using the Framework, and each Phase 1 learning area (mathematics, science and English) in the Australian Curriculum;

(ii) resources and materials that are available that could support consumer and financial literacy teaching and learning in each learning area; and

(iii) models of professional learning that teachers prefer.

(e) Copies of the AAMT, ASTA and VATE final reports can be found, respectively, as Attachment 11, Attachment 12 and Attachment 13 to this RFT.

(f) ASIC endorses these reports and they must be used to inform the development of the Package.

(g) Some of the recommendations for the Package from these professional associations include:

(i) the Package should be based on best practice principles for professional learning, for example the Victorian Commercial Teachers Association (VCTA) Principles of Quality Professional Learning www.vcta.asn.au/professionallearning/vcta-principles-of-quality-professional-learning;

(ii) professional learning should focus on the aims and philosophy, as well as the knowledge and skills, of consumer and financial literacy;

(iii) professional learning should include showing teachers how to teach consumer and financial literacy as well as what to teach. It should show the benefits of integrating it into mathematics, science and English, answering the question of why teachers should teach it;

(iv) there should be the opportunity for teachers to build their own consumer and financial literacy skills and knowledge;

(v) primary school units of work should focus on embedding financial literacy learning in a whole school cross-curricular way;

(vi) secondary school units of work should focus on a learning area/faculty approach and use consumer and financial literacy as a context for that learning area emphasising how this can value add and make the learning area more interesting and relevant to students;

(vii) units of work should be practical and classroom ready and include worksheets, assessment items, quizzes, rich tasks and/or investigations;

(viii) in mathematics, there should be a focus on teaching the mathematics that underpins the consumer and financial literacy, as well as showing how consumer and financial literacy contexts can provide a useful context for mathematical skills development. Due to the changing nature of financial mathematics the professional learning content needs to be 'updateable';

(ix) in science the greatest degree of effective integration was within the 'Science as a Human Endeavour' strand and links should be made to key scientific concepts

such as sustainability, environmental management, use of resources and ethical and financially sound decision making; and

(x) in English it should be shown how critical thinking and critical literacy skills can be enhanced using a consumer and financial literacy context. Using real life contexts, such as mobile phone contracts, young people can learn how to understand and make informed decisions when they consider contracts and Product Disclosure Statements generally. The Australian Bureau of Statistics 2006 Adult Literacy and Life Skills Survey found that 53% of Australians aged 15 to 74 years had a numerical literacy skill level below the minimum level required to meet the increasingly complex demands of a knowledge society. (Refer www.abs.gov.au/AUSSTATS/abs@.nsf/Lookup/4102.0Chapter6102008).

4. Project Consultation

(a) In developing the Package, the successful tenderer will need to consult with a range of key stakeholders including state and territory education authorities and sectors, professional teacher and parent associations, and ASIC Contract Managers.

(b) Tenderers should make themselves aware of the RFT named Panel Arrangement - Online and Digital Resources: Professional Development, Classroom Resources, specifically in relation to the role these suppliers will have in developing online and digital resources and professional learning modules based on and/or supporting the Package.

(c) It is expected that there will be a level of shared understanding as to each others' role, noting ASIC Contract Managers will be the conduit for communications between the suppliers.

5. Service Requirements/Outcomes

(a) The successful tenderer must:

(i) design and develop an 'Education Blueprint' to support the Package's development (see section 6 of this Schedule 1);

(ii) design and develop the Package in accordance with this Statement of Requirement and the Contract (see section 7 of this Schedule 1);

(iii) design and develop a resource style guide (see section 7.4 of this Schedule 1);

(iv) provide an intellectual property (IP) register (see section 7.5 of this Schedule 1); and

(v) accredit the professional development value of the Package (see section 7.6 of this Schedule 1).

(b) In addition, two representatives of the successful tenderer must actively participate at two one-day professional development conferences to be attended by representatives of Phase 1 targeted schools (Primary and Secondary). The purpose of these sessions is to explain the Package and promote its use. These sessions will take place in Sydney or Melbourne.

6. Education Blueprint

(a) The successful tenderer must design and develop an Education Blueprint that outlines the presentation and design of the Package. This document will be updated by the Contractor over the course of the project, including to take into account input from ASIC and

potentially other key stakeholders, such as the Project Advisory Group, before being accepted.

(b) The Education Blueprint must outline and describe each component of the Package, including but not limited to:

(i) the Package presentation and design;

(ii) the pedagogical approach and rationale;

(iii) the content to be covered such as learning objectives, content points, and learning outcomes;

(iv) templates for the teacher guides and units of work, which will demonstrate the application of the resource style guide, including placement of the ASIC logos, copyright statement, font styles and a heading hierarchy;

(v) the range of learning activities, assessment and reflection strategies; and

(vi) other activities as considered necessary by the tenderer.

7. Design and Development of the Package

(a) Tenderers should use their experience and the information contained in this RFT to submit creative proposals on how best to integrate consumer and financial literacy into the Australian Curriculum as it is progressively rolled out:

(i) Phase 1 – mathematics, science and English;

(ii) Phase 2 – geography, languages, the arts and history; and

(iii) Phase 3 – business and economics.

(b) The characteristics of each Phase are summarised in the following table:

Phase	**Phase 1**	**Phase 2**	**Phase 3**
Detailed requirements	Highly prescriptive (see paragraph 9.1 below)	General – How to teach and how to integrate (see paragraph 9.2 below)	Highly prescriptive (see paragraph 9.3 below)
Effort required	ASIC anticipates this will be approximately 65% of total effort	ASIC anticipates this will be approximately 10% of total effort	ASIC anticipates this will be approximately 25% of total effort
School years	Foundation – Year 12	Foundation – Year 12	Years 9 and 10 only
What content is required?	Establishing generic information, templates and presentation	To be determined	To be determined
Is professional learning content required?	Yes	Yes	Yes
Are teacher guides required?	Yes	Yes	Yes
Are units of work required?	Yes	No	Yes

(c) As a minimum, ASIC expects the Package will include the following:

(i) a train the trainer professional learning guide to build teacher understanding, knowledge and skills in teaching consumer and financial literacy;

(ii) a set of PowerPoint slides for parent associations/groups to support the dissemination of information on this initiative and encourage parent/caregiver participation in both their own and their children's consumer and financial literacy education;

(iii) teacher guides that:

(A) include the rationale for teaching consumer and financial literacy;

(B) demonstrate how to teach consumer and financial literacy in an integrated way across the Australian Curriculum as well as in specific learning areas;

(C) provide examples of a variety of pedagogical approaches to teaching consumer and financial literacy;

(D) refer to the Framework giving explicit examples of ways that consumer and financial literacy can be integrated into the Australian Curriculum learning areas;

(E) contain advice on student assessment and reflection activities; and

(F) link to real life contexts;

(iv) units of work that:

(A) are aligned to the Australian Curriculum and the Framework;

(B) include background teacher notes, content, key terms, teaching strategies and link to other learning areas; and

(C) provide resource links, student activities, worksheets, assessment and reflection activities.

7.1 Phase 1 - Australian Curriculum

(a) Phase 1 of the Australian Curriculum includes the learning areas: mathematics, science and English. The Package for Phase 1 will include approximately 25 units of work.

(b) For Primary schools:

(i) one integrated unit of work for Foundation to year 3 or 4, presented through a 'Big Book' story book approach and supported by a classroom teacher guide(s);

(ii) integrated units of work across mathematics, science and English for years 4, 5 and 6 – a total of 3 units of work;

(iii) separate units of work for mathematics for years 4, 5 and 6 – a total of 3 units of work;

(iv) one whole school 'enterprise' unit – activity related, with a community or environmental focus, such as running a market garden, setting up a market stall or organising a fund raising activity – a total of 1 unit of work; and

(v) some units of work should include a parent/caregiver component to extend learning beyond the classroom and support a positive behavioural change in families. This extension of learning can be two-fold. For example, specific activities parents can do with their children such as budgeting and planning for

birthday parties, saving energy, holidays and shopping, as well as building the capacity of parents by improving their consumer and financial literacy skills.

(c) For Secondary schools:

(i) one unit of work per year level per learning area. This equates to six years of schooling with units of work in mathematics, science and English – a total of 18 units of work.

(d) Trial school feedback:

(i) The successful tenderer must design and develop a template/matrix with the Package to incorporate teacher feedback from the trial in targeted schools.

(ii) The teacher feedback must be considered by the successful tenderer when preparing the final version of the Package for Phase 1 learning areas.

(iii) ASIC will be responsible for the implementation of the Package in targeted schools.

(iv) ASIC will provide the successful tenderer with the feedback from Primary and Secondary schools either at the end of each trial or through an iterative process.

7.2 Phase 2 - Australian Curriculum

(a) Phase 2 of the Australian Curriculum includes the learning areas: Geography, Languages, the Arts and History.

(b) The Australian Curriculum, Assessment and Reporting Authority (ACARA) is aiming to publish the geography curriculum in June 2012. ACARA is planning consultation on languages and the arts during 2012 with final publication yet to be advised. History, although endorsed with the other Phase 1 Australian Curriculum learning areas, is being included for Package development with Phase 2.

(c) This section of the Package will provide a more general resource that still links closely into the Framework and Australian Curriculum, but is not as detailed as those for mathematics, science and English.

(d) ASIC will provide the successful tenderer with position papers that it will commission from professional associations during the ACARA consultations. These papers will provide a clear direction for the application of consumer and financial literacy professional learning into these learning areas.

(e) This professional learning approach will demonstrate to teachers where the links are between consumer and financial literacy, using the Framework, and each learning area in the Australian Curriculum using topic areas as a context. For example, history may have three key topic areas used as examples, such as 'war and conquest', 'the Great Depression' and 'revolutions'.

(f) No school trials are scheduled.

7.3 Phase 3 - Australian Curriculum

(a) Phase 3 of the Australian Curriculum includes the learning areas: Business and Economics.

(b) It is expected that ACARA's development for Phase 3 learning areas will commence around mid 2012, with endorsement around mid 2013. This section of the Package will be developed for business and economics only.

(c) The learning area of business and economics is the natural home for consumer and financial literacy and where ASIC sees the strongest links in the Australian Curriculum. It

is anticipated that this learning area will be compulsory for Years 9 and 10 and include a specific reference point for consumer and financial literacy.

(d) ASIC anticipates four units of work per year for Years 9 and 10 – a total of 8 units of work. It may also include work on ICT, which can later be extrapolated into the ICT curriculum.

(e) ASIC will provide the successful tenderer with a position paper that it will commission from the professional association(s). This paper will provide a clear direction for the application of consumer and financial literacy professional learning into this learning area.

(f) No school trials are scheduled.

7.4 Resource Style Guide

The successful tenderer must develop a resource style guide with a glossary of terms. This should document the application of all style elements across the Package's materials, including header hierarchy, art work, font use and other style specifications.

7.5 Intellectual Property (IP) Register

The successful tenderer must provide an IP register including clearances or permissions for images contained in the Package. All fonts used (including fonts that are purchased by the successful tenderer) should also be included in the IP register, including notes about the font hierarchy and location in the Package. The inclusion of third party content must adhere to ASIC's contract terms. Any proposal to include third party materials must be approved by ASIC in advance.

7.6 Accreditation

Tenderers must outline how they plan to accredit the professional development value of the Package so that professional development in consumer and financial literacy is recognised in line with the Australian Institute for Teaching and School Leadership's (AITSL) Professional Standards Framework for beginning teachers, current teachers and school leaders.

8. Target Audiences

The target audience for the Package will primarily be Primary and Secondary school leaders and teachers from Foundation to Year 12. The Package must address the following audiences:

(a) school leaders and teachers in metropolitan, regional, rural and remote geographic locations;

(b) teachers who are currently engaged in teaching consumer and financial literacy;

(c) teachers who have never incorporated consumer and financial literacy education in their teaching practice;

(d) teachers of special education students, Indigenous students, Schools of the Air, and Culturally and Linguistically Diverse (CALD) students;

(e) curriculum support personnel in state and territory education authorities; and

(f) parents/caregivers and parent associations.

9. Project Management

(a) The successful tenderer must nominate a representative who will act as the single point of contact representing the successful tenderer. All matters relating to this project affecting the successful tenderer will be addressed by the Contractor's Representative.

(b) The Contractor's Representative will be required to work collaboratively with the ASIC Contract Manager and assist the ASIC Contract Manager in the creation and population of governance documentation required by ASIC's governance system.

(c) The successful tenderer should establish a dedicated project communication portal for project and ASIC staff.

9.2 Project Plan

(a) The successful tenderer must develop, deliver and update a Project Plan, including a project schedule and risk assessment, for the provision of the Services and the Deliverables. The Project Plan will address in detail the Package development for the Australian Curriculum Phase 1 learning areas of mathematics, science and English, with less detail for Phase 2 and 3 learning areas, which will be further developed during the contract period.

(b) The successful tenderer's Project Plan must include, at a minimum:

(i) a project schedule (using Microsoft Project or a similar application), covering critical paths, program activities and durations, significant meetings and reviews and interdependencies. Refer to section 11 of this Schedule 1, which provides a visual representation of anticipated Package development and trial school dates across the three Phases of the Australian Curriculum;

(ii) consideration of ASIC's priority for developing professional learning materials first, followed by teacher materials;

(iii) the project schedule is to include stages and dates of Package development and review, based on:

(A) Stage 1 – An Education Blueprint for the Package materials (refer section 6 of this Schedule 1);

(B) Stage 2 – Draft content for professional learning, teacher guide(s) and units of work;

(C) Stage 3 – Draft content for professional learning, teacher guide(s) and units of work in templates;

(D) Stage 4 – All Package content professionally edited in final format ready for trialling with schools; and

(E) Stage 5 – Final Package for each Phase will be provided and trial school feedback incorporated where applicable;

NB Primary Units will be developed before the Secondary units with both being developed according to the above mentioned Stage 2, 3, 4 and 5 (See Table of Deliverables for details)

(iv) details of Specified Personnel;

(v) the agreed scope including a list and description of all materials that will make up the Package;

(vi) an agreed process for the design and development of the Package material with procedures and processes to be followed for version control and review;

(vii) procedures and processes to manage schedule delays;

(viii) approach to risk management; and

(ix) approach to quality management.

9.3 Progress Reporting

(a) The successful tenderer must provide:

(i) weekly status reports, in a format agreed to by ASIC, to ASIC, or as reasonably required by ASIC; and

(ii) such other reports as requested by ASIC from time to time.

(b) The successful tenderer must:

(i) report key achievements against the Project Plan; and

(ii) report immediately to ASIC any actual, perceived or anticipated problems, challenges or concerns that may have a significant effect on the delivery or cost of the Services or the Deliverables.

(c) If ASIC notifies the successful tenderer on the basis of any project status report that the successful tenderer has failed to maintain satisfactory progress, the successful tenderer must advise ASIC of the measures proposed to re-establish progress and must reflect the results of such measures in subsequent project status reports.

10. Quality assurance

(a) Tenderers must have quality assurance systems and processes that will underpin their delivery and management of the Project, including the performance of sub-contractors, and identify key performance indicators that they will use for monitoring the Project delivery and reporting to ASIC.

(b) ASIC will use a variety of means to review documentation prior to acceptance, including but not limited to consultation with third parties such as the PAG and industry practitioners. The acceptance criteria to be applied include:

(c) Does the Professional Learning Package:

(i) contain a train the trainer professional learning guide?

(ii) contain teacher guides?

(iii) contain units of work?

(iv) contain a set of Power Point slides for parent associations/groups?

(v) link to professional learning accreditation requirements in all the states and territories as well as the National Professional Learning Standards from AITSL?

(vi) link to the Learning Areas of the Australian Curriculum?

(vii) identify and focus on the seven general capabilities of the Australian Curriculum?

(viii) reflect the consultation provided by professional teacher associations in their reports?

(ix) use the National Consumer and Financial Literacy Framework as the key national reference point for aligning consumer and financial literacy into the learning areas of the Australian Curriculum?

(x) build on the previous Professional Learning Package?

(xi) have a knowledge, pedagogy and assessment focus?

(xii) include a template/matrix to incorporate feedback from Trial Schools?

(d) Units of Work:

(i) Are the units of work grammatical and do they include appropriate language and concepts for the target audience/ year level?

(ii) Do they follow the agreed unit of work structure as identified in the Education Blueprint?

(iii) Do the primary units of work focus generally on embedding consumer and financial literacy learning in a holistic cross-curricular way?

(iv) Do the primary units incorporate a parent/caregiver component?

(v) Do the secondary school units of work focus on a Learning Area (Mathematics, Science or English) and use financial literacy as a context for that learning area emphasizing how this can add value and make the learning area more interesting and relevant for students?

(vi) Does the content link to and/or refer to relevant online or digital resources?

11. Schedule and Major Milestones

(a) Below are indicative project milestones based on Phase 1 mathematics, science and English Package development. As previously stated, the Australian Curriculum has a phased rollout for learning areas and tenderers should be clear on ACARA's timetable for each Phase.

(b) This indicative Phase 1 schedule is supported by the Indicative HOKUF timetable at Attachment 14, which also includes indicative timelines for Phases 2 and 3.

(c) This schedule assumes that all the professional learning and primary school materials will be developed first, followed by secondary school materials.

(d) Tenderers may propose their own development schedule so long as the following priorities are met:

(i) ASIC must complete the Phase 1 primary and secondary school trials with enough time to have the final Package available for national uptake for Term 3 July 2013;

(ii) ASIC's preference to have the Phase 1 teacher professional learning content completed first, so as to give the supplier(s) of the resources' Tenderer enough lead time to develop this print ready content into online professional learning modules and resources, in time for the school trials;

(iii) the final Package for Phase 2 learning areas is expected to be available for national uptake for Term 3 July 2013 noting the Australian Curriculum timetable of ACARA; and

(iv) the final Package for Phase 3 may need to pre-empt the endorsed MCEECDYA Australian Curriculum for business and economics and be developed against the draft version.

Table of Deliverables

Phase 1 Deliverables (Mathematics, Science and English)	**Responsibility**	**Date**
Execution of Contract and meeting with ASIC	Both	August 2011
Submission of Project Plan to ASIC	Successful tenderer	2 weeks after contract signed
Stage 1: Education Blueprint for all the Package's materials	Successful tenderer	3 weeks after contract signed
Approve and sign off on Stage 1 and Project Plan	ASIC	4 weeks after contract signed
PRIMARY SCHOOLS		
Stage 2: Draft content for Primary and Secondary Professional Learning and Teacher Guides and Primary school Units	Successful tenderer	Term 4 - 4 November 2011
ASIC to review draft version of Stage 2 and provide feedback	ASIC	Indicative three week turnaround
Updated Stage 2: Draft content for primary and Secondary Professional Learning and Teacher Guides and Primary school Units	Successful tenderer	Term 4 - 28 November 2011
Approve and sign off on Stage 2	ASIC	Term 4 – 5 December 2011
Stage 3: Draft content for Primary and Secondary Professional Learning and Teacher Guides and Primary school Units in templates	Successful tenderer	9 January 2012
ASIC to review draft version of Stage 3 and provide feedback	ASIC	Indicative three week turnaround
Updated Stage 3: Draft content for Primary and Secondary Professional Learning and Teacher Guides and Primary school Units in templates	Successful tenderer	30 January 2012
Approve and sign off on Stage 3	ASIC	Term 1 – 6 February 2012
Stage 4: Primary and Secondary Professional Learning and Teacher Guides and Primary school Units ready for trialing in primary schools	Successful tenderer	Term 1 – 27 February 2012
ASIC to review draft version of Stage 4 and provide feedback	ASIC	Indicative two week turnaround
Updated Stage 4: Primary and Secondary Professional Learning and Teacher Guides and Primary school Units ready for trialing in schools	Successful tenderer	Term 1 - 13 March 2012
Approve and sign off on Stage 4	ASIC	Term 1 - 19 March 2012

Phase 1 Deliverables (Mathematics, Science and English)	**Responsibility**	**Date**
Present Package - Primary and Secondary Professional Learning and Teacher Guides and Primary school Units to targeted Primary schools at National Conference.	Both	Term 1 – 30 March 2012
Trial Package in Primary schools.	ASIC	May - September 2012 (School Terms 2 & 3)
Provide Primary school trial feedback to the successful tenderer (iterative process if major issues arise)	ASIC	Term 4 - 29 October 2012
Refine Package according to trial feedback	Successful tenderer	Term 4 – 19 November 2012
Approve and Sign off on refinements	Successful tenderer	Term 4 - 26 November 2012
Stage 5: Final Primary school Package provided and Project Handover for this element (see paragraph 13.6)	Successful tenderer	Term 4 - 3 December 2012
SECONDARY SCHOOLS		
Phase 1 Deliverables (Mathematics, Science and English)	**Responsibility**	**Date**
Stage 2: Draft content for Secondary school Units	Successful tenderer	Term 2 - 11 June 2012
ASIC will review draft version of Stage 2 and provide feedback	ASIC	Indicative four week turnaround
Updated Stage 2: Draft content for Secondary school Units	Successful tenderer	9 July 2012
Approve and sign off on Stage 2	ASIC	Term3 – 16 July 2012
Stage 3: Draft content for Secondary school Units in templates	Successful tenderer	Term 3 - 20 August 2012
ASIC to review draft version of Stage 3 and provide feedback	ASIC	Indicative four week turnaround
Updated Stage 3: Draft content for Secondary school Units in templates	Successful tenderer	17 September 2012
Approve and sign off on Stage 3	ASIC	Term 3 24 September 2012
Stage 4: Secondary school Package – including Professional Learning, Teacher Guides and Units of Work (created in Primary Stages) ready for trialing in schools	Successful tenderer	Term 3 - 15 October 2012
ASIC to review draft version of Stage 4 and provide feedback	ASIC	Indicative three week turnaround
Updated Stage 4: Secondary school	Successful tenderer	5 November 2012

Phase 1 Deliverables (Mathematics, Science and English)	Responsibility	Date
Package ready for trialing in schools		
Approve and sign off on Stage 4	ASIC	12 November 2012
Present Package to targeted Secondary schools at National Conference.	Both	Term 4 - 7 December 2012
Trial Package in Secondary schools.	ASIC	Term 1 2013
Provide Secondary school trial feedback to Successful tenderer (iterative process if major issues arise)	ASIC	Term 2 - 2 May 2013
Refine Package according to trial feedback	Successful tenderer	Term 2 – 2 June 2013
Approve and Sign off on refinements	Successful tenderer	Term 2 - 9 June 2013
Stage 5: Final Secondary school Package provided and Project Handover for this element (see paragraph 13.6)	Successful tenderer	Term 2 – 30 June 2013

11.2 Roles and Responsibilities

(a) The successful tenderer will need to have the appropriate skills, including staff in the following roles:

(i) project management;

(ii) subject matter expertise;

(iii) instructional or educational design;

(iv) content development;

(v) content / text editing;

(vi) graphic design; and

(vii) desk top publishing.

(b) ASIC will be responsible for the following:

(i) providing the successful tenderer with reports and papers from professional teacher associations;

(ii) review, feedback, approval and sign off on all documentation and project deliverables;

(iii) subject matter review (using the Project Advisory Group and professional teacher associations);

(iv) organising and hosting of Project Advisory Group meetings;

(v) organising and hosting of National Conferences; and

(vi) providing Package feedback from the targeted schools trial.

11.3 Project Governance

(a) The Project Advisory Group has been established as a sub-committee of the NRG to provide advice on the development and implementation of the Package (through this RFT) and the online and digital resources that are developed through the Online and Digital Resources RFT.

(b) The Project Advisory Group's role is to:

(i) provide input and advice on the content, structure, delivery and promotion of each component of this project as requested by ASIC;

(ii) review and provide feedback on draft materials and resources as requested by ASIC; and

(iii) collaborate with and inform other identified stakeholders of progress and key issues as agreed by the Project Advisory Group.

(c) It is envisaged that during the course of this project, the Project Advisory Group will meet twice per year and once via teleconference or videoconference. Communication via email will also occur on a needs basis.

(d) The successful tenderer must support the Project Advisory Group meetings and email consultations at the request of ASIC, by timely provision of draft materials and written progress reports for the Project Advisory Group's consideration. ASIC will be the conduit between the successful tenderer and the Project Advisory Group.

11.4 Standards

(a) The successful tenderer must comply with the:

(i) ASIC Style Guide; and

(ii) ASIC MoneySmart Style Guide.

(b) Tenderers should contact ASIC as outlined in clause 7 of this RFT, if they would like to receive a copy of these guides.

(c) Files need to be readable and easy to understand using assistive technologies including appropriate document formatting and tagging PDF files.

(d) Fonts should be standard Word fonts. If a specific font is required for the project which will appeal to the specified target audience, this should be flagged with the ASIC Contract Manager in advance and appropriate IP details confirmed.

(e) The content must be developed so that it is consistent with the following:

(i) the MoneySmart website (refer Attachment 10); and

(ii) the Teaching Financial Literacy website (refer Attachment 10).

(f) Online and hard copy content must be consistent and maintainable, updateable and printable. The graphics design must provide a consistent 'look and feel' across the suite of resources for resources covers as well as any graphics used within the resources.

11.5 Format of Deliverables

(a) The successful tenderer must provide the following:

(i) Microsoft Office compatible formats of all files;

(ii) non-PDF versions of any documents provided as PDF;

(iii) all image files used to create graphics files including but not exclusive to inDesign or equivalent templates, PSD, JPG, PNG and GIF files;

(iv) any fonts that are purchased to provide visual elements to any material requested by ASIC; and

(v) any images purchased as part of a resource for which ASIC has repeat/ongoing use.

(b) The successful tenderer must also provide:

(i) PDF versions of any documents that are ASIC badged in a form that can be distributed to teachers. This means that they should be locked for editing but able to be printed; and

(ii) Word versions of any other documents in a form that will allow teachers to adapt them and use them as required. This means that they must not have any passwords or other technological protection measures.

11.6 Project Handover

At the completion of each Phase of the Project, the following will need to be provided:

(a) a Master copy CD ROM(s) (fully labelled with all contents listed) of all resources. This CD ROM must be clearly and orderly indexed and organized;

(b) all source files provided on CD ROM(s);

(c) the final version of the IP register; and

(d) four printed paper copies of all of the documentation contained on the Master copy CD ROM.

Attachment 1 – Checklist

The following checklist is provided to assist in preparing and submitting a tender. The checklist is a guide only. Tenderers should satisfy themselves that they have met all conditions in this RFT, and should not rely on the checklist for this purpose.

	Action	Reference	Completed Y/N
	Before submitting a tender		
1.	Read the RFT including the Schedule and Attachments	-	
2.	Confirm the tenderer satisfies the Conditions for Participation	clause 14	
3.	Note the Closing Time and the last day to request further information	front page and clause 7(b)	
4.	Note the permitted method for lodging a tender	clause 17	
5.	Note ASIC's evaluation process	clauses 19, 20 and 21	
6.	Attend the industry briefing (if any)	clause 11	
7.	Consider seeking independent professional advice	clause 12	
8.	Check that all addenda have been received	clause 8	
	Submitting a tender		
9.	Complete the tenderer response form	Attachment 2	
10.	Prepare the document addressing the information on the tenderer's capability	Attachment 4	
11.	Prepare the document addressing the information on the tenderer's capacity	Attachment 5	
12.	Prepare the document on price	Attachment 6	
13.	Prepare the document on insurance. If the tender does not include this document, the tenderer will be evaluated on the basis that it and any proposed subcontractors do not meet ASIC's proposed insurance requirements	Attachment 7, clause 15.2(b)	
14.	Complete the compliance statement. If the tender does not include this, the tenderer is taken to agree with all provisions of the Draft Form of Contract	Attachment 8, clause 15.2(c)	
15.	Prepare the document on confidentiality. If the tender does not include this, the tenderer is taken to agree that none of the information in its tender is confidential	Attachment 9, clause 15.2(d)	
16.	Ensure the tender satisfies the Minimum Content and Format Requirements	clause 15.1	

	Action	Reference	Completed Y/N
17.	Prepare a copy of the tender for your records		
18.	Ensure the tender: • is free from anything that might reasonably affect useability, security or operations of AusTender or ASIC's computing environment • does not contain macros, script or executable code • complies with the file type, format, naming conventions and size limitations	clause 17	
20.	Submit the tender		

Attachment 2 – Tenderer Response Form

The tenderer should complete and submit this Tenderer Response Form with its tender.

1. RFT No. 2011-000292

2. Tenderer name

If a company	Company name	
	ACN	
If a partnership	Trading name (if any)	
	Full names of partners	
If a sole trader	Trading name	
	Full name of sole trader	
If any other type of organisation	Name of organisation	
	Type of organisation	

3. ABN

4. Trust status

If the tenderer is a trustee and is tendering as trustee of the trust

Name of trust	

Note that the Draft Form of Contract requires a tenderer who is a trustee to warrant that it enters into the contract personally and in its capacity as trustee.

5. Contact for liaison and notices

Name	
Postal Address	
Telephone	
Facsimile	
Email	

6. Small to medium enterprise

Is the tenderer a small business (ie an enterprise employing fewer than 20 full time equivalents)?	Y/N

Note that if an enterprise forms part of a group, this question should be answered in relation to the group as a whole.

Is the tenderer a small to medium enterprise (ie an entity employing fewer than 200 full time equivalents)?	Y/N

Note that a tenderer may be both a small business and a small to medium enterprise.

7. Electronic payment

Is the tenderer willing and able to accept electronic payment?	Y/N

8. Conflicts of interest

The tenderer confirms that there are no circumstances or relationships which constitute or may constitute an actual, potential or perceived conflict of interest in relation to this RFT or the tenderer's obligations under any contract resulting from this RFT other than:

The tenderer undertakes to advise ASIC in writing of any additional actual or potential conflicts of interest immediately after becoming aware of it.

9. Confirmation

9.1 The tenderer:

(a) offers to supply the goods and services described in the RFT at the prices specified in the tender;

(b) confirms that the prices are in Australian Dollars;

(c) confirms that the tender remains valid and open for acceptance by ASIC for a period of six months from the Closing Time;

(d) confirms that it and any proposed subcontractors are not currently named as non-compliant with the *Equal Employment Opportunity for Women in the Workplace Act 1999* (Cth);

(e) confirms that it and any proposed subcontractors are not insolvent, bankrupt, in liquidation, under administration or in receivership;

(f) confirms its capacity to tender and enter into a contract in the Draft Form of Contract and that there is no restriction under any relevant law to prevent it from tendering; and

(g) consents to ASIC undertaking checks in accordance with this RFT.

9.2 The tenderer warrants that neither the tenderer nor any of its officers, employees, agents, advisers and subcontractors has, in relation to the preparation, lodgement or assessment of the tender:

(a) improperly obtained confidential information;

(b) received improper assistance from any existing or former officers or employees of ASIC;

(c) engaged in collusive tendering, anti-competitive conduct, unlawful, unethical or other similar conduct with any other tenderer or other person; or

(d) attempted to improperly influence an officer or employee of ASIC, violate any applicable laws regarding the offering of inducements or approached any officer or employee of ASIC (other than as permitted by the RFT).

9.3 The tenderer notes that giving false or misleading or deceptive information is a serious offence, and confirms that all information in its tender is true and correct in every material respect.

10. Declaration - Fair Work Principles

10.1 The tenderer has read and understood the Fair Work Principles User Guide and understands that the Fair Work Principles will apply to this RFT process.

10.2 The tenderer declares the following:

(a) The tenderer has had _____ ***[NIL OR SPECIFY NUMBER]*** adverse court or tribunal decision for a breach of workplace relations law, occupational health and safety law, or workers' compensation law in the two years preceding the date this RFT is released.

[Note to tenderers: If response is nil adverse decisions, paragraph (b) can be deleted.]

(b) The tenderer has fully complied or is fully complying with all penalties or orders arising from the Court or Tribunal decisions declared above.

OR

The tenderer has not fully complied with, or is currently not fully complying with _____ ***[NUMBER]*** of the penalties or orders arising from the Court or Tribunal decisions declared above and has provided as part of its tender information about each of these penalties or orders in the form required in Appendix A to the Fair Work Principles User Guide.

[Note to tenderers: Strike through whichever of the above options does not apply.]

[Note to tenderers: Tenderers must provide additional information about each decision declared above as specified in Appendix A to the Fair Work Principles User Guide. Tenderers should note that they will not be eligible for further consideration for this procurement if they have not fully complied with, or are not fully complying with, any court or tribunal decision, or have not appealed the decision prior to the end of the appeal period.]

(c) The tenderer understands its obligations under all applicable workplace relations laws, occupational health and safety laws, and workers' compensation laws. The tenderer undertakes that it complies with all of these obligations.

(d) The tenderer confirms that (except where it is an overseas based supplier to which these requirements do not apply in accordance with the Fair Work Principles User Guide) it:

(i) has consultation arrangements which encourage cooperation and engagement of employees and management; and

(ii) understands and respects their employees' rights in relation to freedom of association and the right to representation at work, including that the tenderer allows its employees to be able to make a free and informed choice about whether

to join a union and be represented at work.

(e) Where the tenderer has an enterprise agreement under the *Fair Work Act 2009* that was approved on or after 1 January 2010 that enterprise agreement includes a genuine dispute resolution procedure that includes the following:

(i) the ability for employees to appoint a representative in relation to the dispute;

(ii) in the first instance procedures to resolve the dispute at the workplace level;

(iii) if a dispute is not resolved at the workplace level, the capacity for a party to the dispute to refer the matter to an independent third party for mediation or conciliation; and

(iv) if the dispute is still not resolved, the capacity for an independent third party to settle the dispute via a decision binding on the parties.

(f) If at any time prior to entry into a contract with the preferred tenderer, any information provided in this declaration changes, the tenderer agrees to advise ASIC of that change within 7 calendar days.

(g) The tenderer agrees that ASIC may provide any information collected, or provided to it by the tenderer during the course of this tender process (including regarding breaches of the Fair Work Principles) to other Commonwealth agencies or regulatory bodies including the Department of Education, Employment and Workplace Relations, Australian National Audit Office, Fair Work Ombudsman and Fair Work Australia.

11. Signature on behalf of tenderer

[Note: To be signed by the tenderer personally, or if the tenderer is not an individual, by someone authorised to sign on behalf of the tenderer, eg managing director]

Signature _____

Name _____

Position _____

Signature of witness _____

Name of witness _____

Address of witness _____

Date _____

Attachment 3 – Not Used

Attachment 4 – Capability

1. The Tenderer must demonstrate that it meets the Essential Requirements set out in paragraph 2 of the Statement of Requirements.

2. The tenderer should provide:

   (a) information on whether the tenderer can meet all of the requirements in the Statement of Requirements;

   (b) information demonstrating its understanding of the environment that influences the Package's development and the needs of ASIC;

   (c) information detailing how it proposes to provide the goods and services, including its proposed project methodology, draft Project Plan and Schedule and a draft Education Blueprint;

   (d) information demonstrating its knowledge of consumer and financial literacy education issues;

   (e) information demonstrating its expertise in the development of professional learning teacher materials and classroom units of work, including provision of recent samples of these materials, project management methodology and appropriate supplementary material;

   (f) information on its specified personnel who will provide the goods and services, including:

      (i) skills, qualifications, experience and past performance;

      (ii) curriculum vitae for specified personnel;

      (iii) availability and allocation of specified personnel to the project; and

      (iv) if any personnel are former employees of ASIC (or a predecessor), length of employment and positions held;

   (g) information on any subcontractors it proposes to use in providing the goods and services, including:

      (i) name and ABN;

      (ii) address; and

      (iii) work to be carried out by the subcontractor;

   (h) contact details for at least 2 referees for whom the tenderer has provided similar services and a summary of the outcomes of those services. ASIC's strong preference is that these referees can also attest to the outcomes of (e) above;

   (i) information on how the tenderer proposes to manage any delays in providing the goods and services; and

   (j) a proposed 'quality assurance plan' outlining proposed quality standards and detailing how quality and performance standards will be maintained and monitored.

Attachment 5 – Capacity

3. The tenderer should provide:

   (a) if the tenderer is lodging the tender for a consortium, details of the consortium arrangement, all members and proposed subcontractors;

   (b) details of its strategies for resourcing (staff, equipment and facilities);

   (c) information on how it proposes to meet the required deadlines;

   (d) names of the tenderer's senior management;

   (e) information on corporate and ownership structure, including information on related bodies corporate;

   (f) if a company, names of all shareholders holding 10% or more of any issued share capital;

   (g) name of ultimate holding entity (if applicable);

   (h) details of its enterprise profile, including the size, location of sites and principal locations for the provision of the services;

   (i) information on how long it has been in business;

   (j) confirmation that there is no past, current, pending or finalised litigation against the tenderer, or an explanation of any such litigation;

   (k) particulars of any petition, claim, action, judgement or decision which is likely to affect the tenderer's performance; and

   (l) audited financial accounts for the last 3 financial years; a financial reference (such as an accountant or bank manager); the most recent annual report and/or other information to demonstrate the tenderer's financial capacity to provide the goods and services.

Attachment 6 – Price

1. The tenderer should provide a document including the information on price as required by this Attachment 6.

2. All prices should be given in Australian dollars on a GST inclusive basis with any GST component separately identified.

3. Tenderers should provide a fixed price in the form of the below table with proposed milestones and deliverables for Phases 1, 2 and 3 of the Australian Curriculum, referencing the indicative effort outlined at section 7 of Schedule 1.

Milestone Date	**Milestone/Deliverable**	**Milestone payment (inclusive of GST)**
TOTAL (inclusive of GST)		

4. Tenderers should complete the following hourly and daily rate table that ASIC will use for any additional ad hoc associated services.

Personnel	**Hourly Rate (inclusive of GST)**	**Charges (inclusive of GST)**
TOTAL (inclusive of GST)		

Personnel	**Daily Rate (inclusive of GST)**	**Charges (inclusive of GST)**
TOTAL (inclusive of GST)		

5. Tenderers should provide details of any discounts tendered (e.g. volume discounts or discounts for payments in advance).

6. Except for the expenses outlined in paragraph 7, all tendered prices, fees, rates and charges are to be inclusive of:

   (a) all taxes; and

   (b) all things necessary and incidental to the provision of the required goods and services and the due and proper performance of a contract with ASIC substantially in the form of the Draft Form of Contract.

7. Travel and accommodation at non-SES rates may be approved for reimbursement by ASIC on a case by case basis pursuant to the Draft Form of Contract. Tenderers should specify a proposed cap on the amount of travel and accommodation expenses.

8. Note that, if the successful tenderer is a small business, the contract will include clauses to give effect to *Finance Circular No. 2008/10: 30 Day Payment Policy for Small Business* (available from http://www.finance.gov.au/publications/finance-circulars/index.html).

Attachment 7 – Insurance

1. If the tender does not include a document including the information on insurance as required by this Attachment 7, the tenderer will be evaluated on the basis that it and any proposed subcontractors do **not** meet ASIC's proposed insurance requirements.

2. ASIC proposes that the following insurance requirements apply under the contract with the successful tenderer:

   (a) Workers compensation insurance as required by law and, where common law claims are permissible outside of the relevant statutory scheme, employer's liability insurance with a limit of indemnity of not less than $10 million per occurrence;

   (b) Public liability insurance written on a occurrence basis for an insured amount of $1 million per claim; and

   (c) Professional indemnity or errors and omissions insurance for an insured amount of $5 million per claim (with no aggregate limit).

3. Note that any subcontractor engaged by the tenderer will be subject to the same insurance requirements.

4. The tenderer should:

   (a) confirm that it and any proposed subcontractors can meet ASIC's proposed insurance requirements; or

   (b) propose alternative insurance requirements.

Attachment 8 – Compliance statement

1. If the tender does not include a document addressing the information on compliance as required by this Attachment 8, the tenderer is taken to agree with all provisions of the Draft Form of Contract.

2. Using the compliance table in this Attachment 8, the tender should state any provisions of the Draft Form of Contract with which the tenderer partially agrees or does not agree or considers are not applicable (ie the compliance table is to be completed on an exceptions basis).

3. If the tenderer partially agrees or does not agree with a provision, it should provide the reason why, the relevant qualification, any proposed change to the Draft Form of Contract and any differences in costs or pricing associated with those changes.

4. If the tender states that a particular provision is not applicable, it should also state the reason why.

5. In this Attachment 8:

   (a) **"partially agrees"** means that the contractual condition, obligation, characteristic or performance requirement imposed by the provision in the Draft Form of Contract *can be substantially met by the tenderer, subject to certain qualifications*;

   (b) **"does not agree"** means that the complete contractual condition, obligation, characteristic or performance requirement imposed by the provision in the Draft Form of Contract *could not be met by the tenderer or the tenderer does not agree to meet it*; and

   (c) **"not applicable"** means that, due to the nature of the offer, or of the tenderer, the question of adherence to the provision in the Draft Form of Contract does not arise.

Compliance table:

The tenderer agrees with all provisions of the Draft Form of Contract other than as follows:

Provision (eg clause, paragraph…)	Partially agrees/does not agree/not applicable	Reasons/qualification	Proposed alternative wording	Differences in costs or pricing

Attachment 9 – Confidential information

1. Using the table in this Attachment 9, the tenderer should:

   (a) specify any information contained in the tender that it considers should be protected as confidential information;

   (b) provide reasons why this information should be protected as confidential information; and

   (c) specify the period for which the tenderer proposes it be protected.

2. Note that ASIC will consider each request to keep information confidential on its merits. Whether or not ASIC will agree to a request to keep information confidential will depend on the circumstances and negotiations with the successful tenderer.

3. ASIC reserves the right, in its discretion, to accept or refuse a request to treat information as confidential. See clause 28.2 for further information.

4. If the tender does not include a document addressing the information on confidential information as required by this Attachment 9, the tenderer is taken to agree that none of the information in its tender is confidential.

Item	Reason	Period

Attachment 10 – Additional background information

1. ASIC's Role in Financial Literacy

(a) From 1 July 2008, ASIC assumed the functions of the former Financial Literacy Foundation (established in 2005 and previously a part of the Department of Treasury) and the role of Secretariat for the Australian Government Financial Literacy Board. (For information on the Financial Literacy Board visit www.financialliteracy.gov.au/financial-literacy-board). This has positioned ASIC as the lead national agency to advance consumer and financial literacy in Australia.

(b) ASIC is committed to improving the financial literacy skills of all Australians so that consumers and retail investors, no matter their age, are well-equipped to make informed choices. Improved financial literacy can increase economic participation and social inclusion, drive competition and market efficiency in the financial services sector and potentially reduce regulatory intervention.

1.1 National Financial Literacy Strategy

(a) ASIC recently released a National Financial Literacy Strategy (the Strategy) to provide national direction in this important area. The strategy was launched by the Hon. Bill Shorten MP, Minister for Financial Services and Superannuation, and Assistant Treasurer on 15 March 2011 and is available at www.financialliteracy.gov.au.

(b) The Strategy aims to help Australians improve their financial wellbeing by providing a national framework and focus efforts to improve consumer and financial literacy. It has four key pillars:

(i) education through schools and other pathways;

(ii) providing trusted and independent information, tools and ongoing support;

(iii) recognising the limits of education and information and developing additional innovative solutions to drive improved financial wellbeing and behavioural change; and

(iv) working in partnership with the many sectors involved with financial literacy, measuring our impact and promoting best practice.

(c) The services that form part of this RFT support ASIC's efforts to improve consumer and financial literacy through established education pathways. Effective integration of financial literacy into school education is a key priority as it is the cornerstone to bringing about long-term generational change in knowledge, skills and behaviours.

1.2 National Consumer and Financial Literacy Framework

(a) The key reference point nationally to implementing consumer and financial literacy education in Australian schools is the National Consumer and Financial Literacy Framework (the Framework), agreed in 2005 by the then Ministerial Council for Education, Employment and Youth Affairs (MCEETYA).

(b) The rationale for the Framework was updated in 2009 to make links with the new Melbourne Declaration on Educational Goals for Young Australians agreed by Ministers for Education in 2008, and the education reform agenda. This version of the Framework can be found at: www.mceecdya.edu.au/mceecdya/national_financial_literacy_framework_homepage,14429.html, and also through http://teaching.financialliteracy.gov.au/home.html.

(c) The Framework provides a nationally agreed definition for consumer and financial literacy as follows:

Consumer and financial literacy is the application of knowledge, understandings, skills and values in consumer and financial contexts and the related decisions that impact on self, others, the community and the environment.

(d) This definition highlights that, despite strong connections with literacy and numeracy, consumer and financial literacy is more than just knowing about money and financial matters, and more than having the skills to work with this knowledge. It also involves developing the confidence and capacity to successfully apply the necessary skills across a range of contexts and for a range of purposes. This includes being able to identify and act on the associated risks and responsibilities.

(e) The Framework outlines four dimensions of consumer and financial literacy:

(i) Knowledge and understanding - about the nature and forms of money, how it is used and the consequences of consumer decisions;

(ii) Competence - the application of consumer and financial knowledge and skills in a range of changing contexts;

(iii) Enterprise - the opportunity to use initiative, build financial capabilities and manage risk-taking when making consumer and financial decisions; and

(iv) Responsibility - about making appropriate consumer and financial decisions that display care for self, others, the community and the environment.

(f) The Framework also articulates learning descriptions for students in Years 3, 5, 7 and 9. ASIC is in the process of revising the Framework to provide closer alignment with the architecture and content of the new Australian Curriculum and the international direction being provided by the Organisation for Economic Cooperation and Development (OECD). It is anticipated that this revision should be completed by the end of August 2011.

1.3 National Reference Group - Consumer and Financial Literacy

(a) In 2010 ASIC formed a high level reference group called the National Reference Group - Consumer and Financial Literacy (NRG). The NRG is made up of representatives from each state and territory department of education and training, the Catholic and Independent sectors, two representatives from fair trading departments and representation from the Department of Education, Employment and Workplace Relations (DEEWR). The main purpose of establishing this NRG is to ensure that the strategies ASIC employs to address priorities are effective and relevant to the Australian school education context.

(b) Advice from the NRG has helped inform the development of this Request for Tender.

(c) From this NRG, a Project Advisory Group has been formed to support and guide the Package development under this procurement.

1.4 'MoneySmart' and 'Teaching Financial Literacy' websites

(a) ASIC has re-developed the former financial literacy website for educators to align with ASIC's new MoneySmart website. An introductory online professional learning module has also been developed, drawing on the previous professional learning materials created in 2007–08 under the Financial Literacy Foundation. Further information can be found on the websites:

(i) http://www.moneysmart.gov.au/

(ii) http://teaching.financialliteracy.gov.au/home.html.

2. International Context

(a) Financial literacy has been a growing focus for the work of the OECD over the past decade. Since 2005, the OECD has been encouraging countries to invest in financial literacy education at school and continues to undertake work in this field, in the interests of strengthening financial education worldwide. The Global Financial Crisis and the continuing after-effects have re-enforced the importance of this work.

(b) In 2009 the Secretary General of the OECD announced that there would be a financial literacy component in the 2012 Programme for International Student Assessment (PISA), underscoring the critical importance attached internationally to financial literacy education at school. This initiative is proceeding and Australia's participation in this initiative has been confirmed, with ASIC providing funding to the Australian Council for Educational Research to develop and implement the tests, and all states and territories indicating their commitment to take part. More information on the PISA 2012 Financial Literacy assessment is available at www.financial-education.org/ and www.pisa.oecd.org/dataoecd/8/43/46962580.pdf.

3. Context for Consumer and Financial Literacy Education in Schools

(a) At present, all education sectors in Australia are undergoing significant reform.

(b) The Australian Curriculum is being developed and phased in from 2011–13. This curriculum details what teachers are expected to teach and what students are expected to learn for each year of schooling. It will support the attainment of the second goal articulated in the Melbourne Declaration on Educational Goals for Young Australians, to ensure that 'all young Australians become successful learners, confident and creative individuals, and active and informed citizens'. ASIC is committed to ensuring that consumer and financial literacy skills are integrated and embedded in the new curriculum.

(c) ASIC has actively lobbied the Australian Curriculum, Assessment and Reporting Authority (ACARA), www.acara.edu.au, for the inclusion of consumer and financial literacy in the new Australian Curriculum. As a result, there are strengthened links to consumer and financial literacy contexts in Phase 1 mathematics, science and English.

(d) The Phase 3 learning area of business and economics is where the strongest links are in the Australian Curriculum for consumer and financial literacy. This learning area is expected to be compulsory for Years 9 and 10 and will include a specific reference point for consumer and financial literacy objectives.

(e) ASIC will continue to lobby ACARA through the Phase 2 and 3 consultations to further embed financial literacy into the Australian Curriculum.

3.1 Phase 1 – Foundation to Year 10 Australian Curriculum for mathematics, science, English and history

(a) On 8 December 2010, all education ministers endorsed Australia's first national curriculum for Foundation to Year 10 in the learning areas of English, mathematics, science and history.

(b) Curriculum implementation will commence from 2011, with substantial implementation to be achieved by the end of 2013.

(c) From the start of 2011, states and territories will begin to implement the Australian Curriculum in these four learning areas in their own way.

(d) Through its funding for the Australian Curriculum, Assessment and Reporting Authority (ACARA), Education Services Australia (ESA) and Australian Institute for Teaching and School Leadership (AITSL), the Australian Government is investing in the national

education architecture that will support state and territory implementation of the curriculum. ACARA, ESA and AITSL work collaboratively and will play vital roles in supporting the implementation of the Australian Curriculum.

(e) The national digital resources collection managed by ESA already contains over 11,000 digital resources to support teachers, with over 80 percent of those relating to English, mathematics science or history.

(f) Over 4,500 of these resources link directly to the Australian Curriculum. This includes accompanying history resources for Australian Broadcasting Corporation programs, educational data sets from the Bureau of Meteorology for maths and geography and science resources from the CSIRO.

Phase 1 – Senior Secondary Years

(g) Consultations on the draft senior secondary curriculum in the initial four learning areas of English, mathematics, science and history (content only) closed at the end of July 2010.

(h) The revised curriculum content and draft achievement standards will be made available for further consultation in 2011. Ministers have yet to decide the implementation schedule for the senior secondary Australian Curriculum.

Phase 2 (geography, languages, the arts)

(i) Public consultation on the draft Shape of the Australian Curriculum: Geography paper and the draft Shape of the Australian Curriculum: The Arts paper took place in 2010.

(j) The final Shape of the Australian Curriculum: Geography paper was released on 31 January 2011. Writing of the geography curriculum commenced in February 2011. Final publication is proposed for September 2012.

(k) The draft arts curriculum will be available for public consultation in 2012. Date of final publication is to be confirmed.

(l) Consultation on the draft Shape of the Australian Curriculum: Languages paper was open until 7 April 2011. Writing of the languages curriculum is scheduled to commence later in 2011 and it will be available for public consultation in 2012. Date of final publication is to be confirmed.

Future Phases

(m) Future phases of curriculum development include the learning areas of health and physical education (HPE), information and communication technology, design and technology, economics, business, and civics and citizenship.

General capabilities

(n) The Australian Curriculum incorporates seven general capabilities, which are being represented across the learning areas to different degrees. These capabilities are literacy, numeracy, information and communication technology competence, critical and creative thinking, ethical behaviour, personal and social competence, and intercultural understanding.

(o) The inclusion of the capabilities will assist Australian students to develop new expertise across disciplines, as well as function effectively in the workplaces of the twenty-first century. It will also help to prepare students for the challenges of adulthood, and for their potential life roles as family, community and workforce members.

(p) For each of these capabilities, continua of learning have been developed that scope the essential skills at particular points in schooling. Each capability is being represented in learning areas in ways that are appropriate to those areas. The curriculum documents explicitly outline how they can be addressed by each learning area.

3.2 National Education Reform Agenda

(a) Through DEEWR, the Australian Government has a number of relevant initiatives and partnerships, particularly in the school sector including:

(i) Smarter Schools National Partnerships with states and territories that provide funding to improve teacher quality, boost literacy and numeracy and raise achievement in disadvantaged school communities; and

(ii) the Digital Education Revolution National Partnership that contributes to sustainable and meaningful change to teaching and learning in Australian schools.

3.3 MilbaDjunga Website

Launched in March 2011, a joint initiative between ASIC and the Queensland Department of Education in Cairns has resulted in a website called MilbaDjunga - Smart Money at www.milbadjunga.net.au that supports teaching financial literacy to Indigenous students.

Attachment 11 – AAMT Final Report

The AAMT Final Report is a separate document to this RFT.

Attachment 12 – ASTA Final Report

The ASTA Final Report is a separate document to this RFT.

Attachment 13 – VATE Final Report

The VATE Final Report is a separate document to this RFT.

Attachment 14 – Indicative HOKUF timetable

The Indicative HOKUF timetable is a separate document to this RFT.

Attachment 15 A and B – Previous Professional Learning Package 2008/2009

The Previous Professional Learning Package 2008/2009 is a separate document to this RFT.