



Australian Government
REQUEST FOR TENDER



for the provision of

GLOBAL CREATIVE
ADVERTISING SERVICES

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PART A INTRODUCTION

A.1 Introduction

A.1.1 About Tourism Australia

- A.1.1.1 Tourism Australia officially commenced on 1 July 2004. The new organisation brought together the collective skills and knowledge of four separate organisations: the Australian Tourist Commission (originally formed in 1967); the domestic tourism marketing body See Australia; the Bureau of Tourism Research and the Tourism Forecasting Council.
- A.1.1.2 Tourism Australia is a statutory authority of the Australian Government, governed by a Board of Directors which reports to the Minister for Tourism.
- A.1.1.3 The main objectives of Tourism Australia under the *Tourism Australia Act 2004* (Cth) are to:
- i. Influence people to travel to Australia, including for events;
 - ii. Influence people travelling to Australia to also travel throughout Australia;
 - iii. Influence Australians to travel throughout Australia, including for events;
 - iv. Help foster a sustainable tourism industry in Australia; and
 - v. Help increase the economic benefits to Australia from tourism.
- A.1.1.4 Tourism Australia has a staff of around 250 worldwide located in 15 offices including Sydney, Canberra, Auckland, London, Frankfurt, Los Angeles, Toronto, Tokyo, Seoul, Hong Kong, Shanghai, Singapore, Taipei, Kuala Lumpur and Bangkok.
- A.1.1.5 As Australia's national tourism marketing body, the role of Tourism Australia is to stimulate sustainable international and domestic demand for Australian tourism experiences including through industry leadership and coordination and to influence the action of the industry's tourism and travel marketing by:
- i. championing a clear destination marketing strategy;
 - ii. articulating and promoting a compelling tourism destination brand;
 - iii. facilitating sales by engaging and supporting the distribution network;
 - iv. identifying and supporting the development of unique Australian tourism experiences, especially Indigenous;
 - v. promoting Australia as a desirable destination for business events;
 - vi. gathering and communicating reliable market intelligence and insights for improved decision making;

vii. working with partners who can extend Tourism Australia's influence.

A.1.1.6 Background materials on Tourism Australia are available at Tourism Australia's corporate website www.tourism.australia.com and consumer website www.australia.com

A.1.2 Procurement Objective

A.1.2.1 Tourism Australia is seeking a professional organisation that can provide a high standard of capability in Global Creative Advertising Services.

A.1.2.2 As part of this requirement Tourism Australia seeks excellent creative skills and a strong commitment to provide optimum results. Tourism Australia is seeking a partner on a global basis passionate about promoting Australia to the world, with extensive expertise in delivering engaging and successful marketing communications programs across a range of media and locations.

A.1.2.3 Tourism Australia will assess tenders against the evaluation criteria to identify the offer that it considers best represents overall value and is fully capable of meeting Tourism Australia's requirements.

A.1.2.4 Value is a comprehensive assessment that takes into account both cost represented by the assessment of price and the technical capabilities assessment in the context of the risk profile presented by each tender. Value considers excellence in creative skills, servicing capabilities and the right organisational fit, alongside the cost of services. Price is not the sole determining factor in the assessment of value.

A.1.3 Summary of Requirement

A.1.3.1 By this Request for Tender (RFT) Tourism Australia seeks to procure services from an organisation as outlined in Part B (Statement of Requirement).

A.1.3.2 Requirements include:

- i. Account Management/Service;
- ii. Communications Strategy Development;
- iii. Creative Concept Development;
- iv. Creative Production and Execution;

to be delivered within Australia and internationally.

A.1.4 Files to Download

A.1.4.1 Tenderers should ensure they have downloaded the following files (available from AusTender – www.tenders.gov.au) for this RFT:

- i. RFT document;
- ii. Indicative Contract Document;
- iii. Compliance RFT Terms and conditions.xls;

- iv. Compliance Draft contract.xls;
- v. Compliance Statement of requirements.xls;
- vi. Creative services capabilities template.xls;
- vii. Pricing templates.xls;
- viii. Tenderer's Declaration document.doc; and

A.1.4.2 The following background information is available from the Contact Officer:

- Corporate Plan 2007/08 to 2009/10;
- Annual Report 2006-2007;
- Australian Experience Industry Toolkit;
- Executive Summary of Communication Strategy; and
- TA Industry Prospectus – Experience the opportunities.

A.1.5 Timetable

A.1.5.1 An indicative timetable for the conduct of this RFT is described below. This timetable may be amended by Tourism Australia from time to time. Any amendments will be notified to all Tenderers by being published on the AusTender website at <http://www.tenders.gov.au>.

Event/activity	Proposed date
Issue of RFT	8 February 2008
Closing date for tenders	14 March 2008
Face to Face Meetings, Sydney (provisional short list)	14 April 2008 – 18 April 2008
In Market Meetings (Singapore, Los Angeles, London, Tokyo and Hong Kong/Shanghai) Final shortlist	29 Apr 2008 – 16 May 2008
Final Presentations, Sydney	28 May - 30 May 2008
Selection of preferred Tenderer	Mid June 2008
Post tender and contract negotiations	End June 2008
Execution of contract	July 2008

A.1.6 Further information and enquiries

A.1.6.1 The Contact Officer is:

Ellie Roussety

Project Manager

Tourism Australia

Email: agencytenders@tourism.australia.com

- A.1.6.2 Any questions arising during this RFT process, or requests for clarification or further information, should only be made in writing to the Contact Officer, at the email address above. Your email to the Contact Officer should contain the tender number in the subject line.

A.1.7 In this RFT

- A.1.7.1 Tenderer means any person or organisation who receives this RFT and who submits a tender in response.

A.1.8 Briefing Session

- A.1.8.1 No industry briefing session will be conducted.

PART B STATEMENT OF REQUIREMENT

B.1 Introduction

B.1.1 Business Drivers

- B.1.1.1 The creation of compelling, motivating and relevant consumer communication is critical to the delivery of the corporate marketing objectives of Tourism Australia (TA). TA's global communication strategy (the executive summary is available in the background materials on AusTender website at <https://www.tenders.gov.au>) outlines the objectives and roles of different communication channels to achieve business outcomes.
- B.1.1.2 In order to develop and implement communications activities in line with the communications strategy, TA requires the assistance of world-class creative communications service experts to meet TA's requirements.
- B.1.1.3 Tourism Australia's Annual Operating Plan (AOP) sets the specific budget and project scope for each fiscal year, and therefore determines the nature of communication activity undertaken and the level and nature of creative services to be provided. Prior to each year the scope of services required from the agency will be based on the AOP determined in or around May of the previous fiscal year.

B.1.2 Scope of Requirements

- B.1.2.1 TA requires a service expert ("agency") to provide the following advertising creative services:
- i. Account Management/Servicing;
 - ii. Communications Strategy development;
 - iii. Creative Concept Development; and
 - iv. Creative Production and Execution.
- B.1.2.2 The creative advertising services capabilities offered by the agency should cover the following scope of communication activities:
- i. Broadcast such as television, including digital television services, event screens, interactive television, internet TV, broadcast content;
 - ii. Cinema;
 - iii. Newspapers, magazines, flyers, brochures, newsletters, media content, advertorials;
 - iv. Radio including digital radio, pod casts;

- v. Out of home, including billboard, signs, postcards, stickers, transit sites, ambient sites, point of sale, digital interactive displays, stands and exhibitions;
 - vi. Digital advertising including online banners, pop-ups, interactive units, websites, micro sites, viral digital communications, video games, competitions, widgets and applications, search marketing, virtual worlds, mobile technology;
 - vii. Direct marketing including direct mail, brochures, pamphlets, email, e-newsletters, SMS, MMS; and
 - viii. Events and promotions such as consumer launches, experiential sites and displays, press events, functions, competitions, lotteries, auctions, incentive programs.
- B.1.2.3 The agency will be required to provide creative advertising campaigns that cover both Brand¹ activity, and integrated tactical Brand Co-operative² activity. Understanding and experience of these requirements are essential for provision of these services.
- B.1.2.4 The actual nature of services required will be adjusted each year based on TA's AOP for the upcoming fiscal year. During the year, any major changes to the AOP will require adjustments in the services required from the agency.
- B.1.2.5 At any time TA may decide to invite a competitive pitch for the provision of any of these services for a specific project at TA's discretion.

B.2 Requirement 1: Account Management /Servicing

- B.2.1.1 Provide responsive, accurate and proactive services to the client to ensure the smooth and effective coordination, project management and delivery of all services under the contract, maintaining a positive and effective relationship between client and agency.

B.2.2 Understand TA's business

- B.2.2.1 The account team will on an ongoing basis and as reasonably required by TA make careful study of TA business, services and customers.
- B.2.2.2 Provide regular analysis of TA's present and potential market opportunities and threats;
- B.2.2.3 Consider TA's broad business challenge in the content of topical advertising, marketing and promotional trends and make recommendations to TA;

¹ Advertising funded by Tourism Australia with a consistent visual Brand identity and Brand message about Australia designed to position Australia as a motivating destination and drive intention to travel

² Jointly funded advertising activity conducted with one or more other party such as an airline or travel agent with their own distinct message and objectives, but leveraging the Brand identity and message of Australia

B.2.2.4 Attend meetings with TA as requested to discuss and review activities and potential plans for future activities and provide counsel and insight into these meetings;

B.2.2.5 Evaluate regularly competitor creative activity and provide this analysis to TA on a quarterly basis.

B.2.3 Administer the flow of information

B.2.3.1 Ensure a consistent process of collating and reporting through documented work-in-progress (WIP) meetings and ensure that weekly reports exist in each market;

B.2.3.2 Ensure there are written contact reports completed after every meeting between TA and agency;

B.2.3.3 Provide a means for all in-market WIPs to be collated and presented on a consistent basis for TA in Sydney;

B.2.4 Ensure that a staffing plan is adequate to meet TA's needs at all times

B.2.4.1 A nominated plan by staff name and function and estimated allocated hours over the period will be provided by the agency;

B.2.4.2 Requested changes to the staff plan can be made by TA at any time, and TA will approve any changes to the plan initiated by the agency;

B.2.4.3 At regular periods, a review of the actual resources tracked and used by the agency will be made between TA and the agency and adjustments made if required.

B.2.5 Monitor and manage creative production process

B.2.5.1 Assist TA in the drafting of TA's communications brief for each market and activity, providing valued input into the draft brief;

B.2.5.2 Take the brief provided by TA and ensure that all elements are understood and clear and there is no confusion in any requirement within the brief;

B.2.5.3 Discuss all elements of the brief with other agencies where relevant to ensure consistent understanding and interpretation of the information;

B.2.5.4 Consolidate response from the agency to the brief from a strategic, creative and production perspective. Provide feedback and comments to TA in order to refine and finalise brief;

B.2.5.5 According to agreed timelines, supervise production of creative concepts and present options to TA for review;

B.2.5.6 Discuss client feedback with TA and make agreed adjustment to creative concepts in order to meet TA feedback and ensure delivery against brief;

B.2.5.7 Manage development of production options for brief and present at least three estimates / quotes for all production where required;

B.2.5.8 Oversee the creative production process (see B.5 below);

B.2.5.9 Ensure all documentation, quotes, invoicing, contracts are accurately completed and approved before production is finished;

B.2.5.10 Ensure all materials are supplied to relevant media outlets on time and on schedule.

B.2.6 Effective partnerships with other agencies

B.2.6.1 Work consistently, effectively and seamlessly with any media, digital PR or other marketing agencies appointed by TA, from initial briefing, strategic discussion, creative concept development through to booking and delivery of production materials. Ensure that all copy deadlines are met with no creative materials production delays incurred.

B.2.7 Regional activity monitoring and maintenance of service delivery standards

B.2.7.1 Monitor the execution of all activities across region where required, and identify cost-efficiencies where possible by overlapping production opportunities;

B.2.7.2 Monitor and ensure that service delivery levels are being maintained in each office location and the relationship with other offices through regular reviews with TA clients, to ensure highest level of work quality is maintained;

B.2.7.3 Coordinate performance reviews in line with TA evaluation criteria and ensure assessment is conducted and agreed with TA for each office.

B.2.7.4 Ensure TA approval processes are followed for every project where costs outside of retained services are incurred by the agency or any third party contractors. Ensure that value the most cost-effective solutions are always obtained for third party costs using at least three quotes for any work in excess of \$10,000.

B.2.8 Financial management

B.2.8.1 Ensure that TA promptly receives agency invoices once project is completed and that the invoices are in accordance with the approved quotes and any agreed rate cards and are supplied with the relevant supporting documentation;

B.2.8.2 Provide regular summaries of all invoiced activities in all markets and ensure adherence to contract limits as notified by TA to the agency. Provide reconciliation to TA when requested.

B.3 Requirement 2: Communication strategy development

B.3.1.1 Provide relevant, focused, original, actionable and valuable strategic insight and thinking for campaigns on a global and local basis.

B.3.2 Strategy development

B.3.2.1 Formulate and present to TA a global creative strategy and advertising campaign which is motivating to the target audience, is competitive and true to Australia's

Brand positioning and is highly relevant for each of the markets where the campaign will run

- B.3.2.2 Ensure the global creative strategy allows for the effective implementation of co-operative marketing activity with tourism and non-tourism partners on a local market-by-market basis;
- B.3.2.3 Be able to present and communicate the global strategy in an impactful manner using effective application of creative tools if required;
- B.3.2.4 Have a good understanding of TA's business requirements and anticipate consumer trends in order to recommend action in the light of this analysis;
- B.3.2.5 If required, carry out and interpret market research activity which TA considers to be of use in the development of advertising creative strategy and execution.

B.4 Requirement 3: Creative concept development

- B.4.1.1 Provide excellence in creative ideas and concept development

B.4.2 Concept Development

- B.4.2.1 The agency will appoint specific creative teams in each of the required markets;
- B.4.2.2 The creative teams will be selected for their ability to achieve world-class effective creative solutions to client communication briefs;
- B.4.2.3 In response to each brief from TA, the creative team/s will develop at least two concepts which the creative team believe best meet the requirements of the brief;
- B.4.2.4 Concepts developed must be competitively differentiated, motivating to the consumer, consistent with the image and message of Brand Australia and meet successfully all the communications objectives of the brief relevant to the specific market/s;
- B.4.2.5 Concepts will be original and will be consistent with the local market needs and legislative requirements;
- B.4.2.6 TA will provide feedback in regard to the creative concepts and any agreed changes and adaptations will be noted by the agency and further concepts will be provided if required.

B.5 Requirement 4: Creative production and execution

- B.5.1.1 When required the agency will manage and oversee the progression of creative concepts to materials production in a cost-effective, timely and efficient manner
- B.5.1.2 The agency may progress a creative concept into materials production only when a concept has been approved in writing by TA;

- B.5.1.3 Not all creative concepts will be taken to materials production by the agency, and TA reserves the right to ask other parties to undertake the production of creative concepts;
- B.5.1.4 All concepts will be prepared to final storyboard and scripts for broadcast production before any production is commenced;
- B.5.1.5 A set of agreed production rate cards will be established for every agency office where production is undertaken in-house. Set agreed values for regular production tasks will be agreed up front. These rates will be reviewed annually and independent assessment will be used from time-to-time to ensure competitiveness with the market;
- B.5.1.6 The agency will obtain at least three production quotes for third party production to be undertaken at a cost of over \$10,000;
- B.5.1.7 Detailed production timelines are to be provided and progress against production timelines to be monitored and reported regularly to TA;
- B.5.1.8 The agency will ensure appropriate confidentiality is maintained throughout the production process to ensure that information and details of any creative campaign is not made available to the media or competitors;
- B.5.1.9 The agency will project manage the production process including all pre-production meetings if required, relevant approval process, production estimates and quotes, third party tenders and contracts, monitoring and reporting on costs and delivery against quotes;
- B.5.1.10 Management of talent, music and other copyrights and permissions related to the production of any creative materials for any campaign and advertising services will be the responsibility of the agency to ensure that these meet all TA requirements and appropriate legislation.

B.5.2 Additional Services

- B.5.2.1 The agency may be required to undertake additional creative services from time to time in each market dependent on specific market requirements. These will be reviewed and assessed on a case by case basis to determine the capabilities of the agency and the agency's cost effectiveness. A competitive pitch may be used to determine the best provider of these services.

B.5.3 Transition-in / Implementation issues

- B.5.3.1 All operational documentation pertaining to TA's global marketing strategy and plans will be provided by TA to the successful Tenderer.
- B.5.3.2 The agency will be responsible for setting up offices and operations in time to start service provision from 1 July 2008.

B.5.4 Delivery Location

- B.5.4.1 The agency must provide the full scope of creative service requirements using a local agency office under the same agency Brand as follows:

- i. A defined global team to service TA's Sydney office in Australia who will co-ordinate and oversee the global creative services contract with Tourism Australia;
- ii. A team responsible for services for Domestic Australia marketing;
- iii. A team responsible for services overseeing European regional activities and specific creative services for the UK located in London, UK;
- iv. A team responsible for services overseeing Americas region, and specific creative services for the USA located in Los Angeles area, California, USA.

B.5.4.2 The agency must provide the full scope of creative service requirements using a local office EITHER through the same agency as the Australian agency OR through an aligned holding company partner OR affiliate organisation to cover the following:

- i. A team responsible for co-ordinating North Asia regional activities and specific creative services for Hong Kong, located in Hong Kong;
- ii. A team responsible for creative services in China (excluding Hong Kong and Taiwan) located in Shanghai, China;
- iii. A team responsible for creative services for South Korea located in Seoul, South Korea;
- iv. A team responsible for Japan creative services based in Tokyo, Japan;
- v. A team responsible for coordinating South/South East Asia regional activities and specific creative services for Singapore located in Singapore;
- vi. A team responsible for creative services in NZ, located in Auckland NZ.

B.5.4.3 The agency must be able to provide creative services to cover activity for the following markets, PREFERABLY through a local office of the same agency as the Australian office OR through an office of an aligned holding company partner OR an office of an affiliate organisation the following:

- i. India
- ii. France
- iii. Germany
- iv. Italy
- v. Taiwan

These services are anticipated to include only account management, creative concept development/adaptation and creative production.

B.5.4.4 It is PREFERABLE that the agency will be able to provide creative services to cover projects in the following markets:

- i. Ireland
- ii. Nordic countries
- iii. Austria
- iv. Netherlands
- v. Switzerland
- vi. Canada
- vii. Malaysia
- viii. Thailand

The creative services required are only anticipated to include creative adaptation and creative production.

B.5.5 Performance levels

B.5.5.1 The agency will be required to work with Tourism Australia to ensure that all services delivered under the contract are delivered to an appropriate standard and quality to meet the needs of Tourism Australia.

B.5.5.2 The agency will be required to meet 50% of the cost of the implementation of a third-party evaluation system and participate in the process of mutual evaluation on a 6 month basis against mutually agreed criteria. The third party would conduct independent surveys of both agency and TA contacts to assess performance against mutually agreed criteria, and then present the findings of these surveys jointly to the agency and TA. Agreed levels of scores will determine the level of performance.

B.5.5.3 Tourism Australia may take into account the agency's performance ratings in its review of the Retainer Fee.

B.5.6 Proposed term of contract

B.5.6.1 The proposed contract term is: 3 years.

B.5.6.2 The contract will provide for an option for Tourism Australia to extend the term for two (2) further periods, each of up to one (1) year duration. There is no guarantee or representation that options will be executed.

B.5.7 Reporting

B.5.7.1 The agency will be required to provide local reports to Tourism Australia on a monthly basis and globally on a quarterly basis summarising global and market invoiced activity, reconciliation of payments by market, and global creative reviews.

B.5.8 Meetings

- B.5.8.1 TA will nominate a Contract Manager in Sydney who will be responsible for liaison with the agency in relation to management of the global contract and overall global service delivery.
- B.5.8.2 The agency will be required to nominate a senior executive as the primary point of contact with Tourism Australia in Sydney who will be responsible for the management of the contract as a whole and for liaison with Tourism Australia's Contract Manager.
- B.5.8.3 In each market both TA and the agency will be required to nominate a senior executive who will be responsible for the management of the contract in that market and for reporting on performance on a regular basis.
- B.5.8.4 The agency will be required to conduct regular meetings with TA staff in all locations and prepare work in progress (WIP) minutes and progress reports.

B.5.9 Transition out issues

- B.5.9.1 All intellectual property in all creative concepts developed as a result of TA briefs resides with TA and must be handed over to Tourism Australia at the termination of the contract (for whatever reason).
- B.5.9.2 The agency will also be requested to attend meetings and discuss operational issues with TA and any new provider at the end of the contract.

B.5.10 Security requirements

- B.5.10.1 The agency may be required to comply with:
- i. The Commonwealth Protective Security Manual and Tourism Australia's Security Instructions; and
 - ii. Any directions issued by Tourism Australia in relation to security.

PART C TENDER EVALUATION

C.1 Tender Assessment

C.1.1 Assessment objective

C.1.1.1 Tourism Australia will assess tenders against the evaluation criteria to identify the offer that it considers best represents overall value and is fully capable of meeting Tourism Australia's requirements.

C.1.1.2 Value is a comprehensive assessment that takes into account both cost represented by the assessment of price and technical capability assessment in the context of the risk profile presented by each tender. Value considers excellence in creative skills, servicing capabilities and the right organisational fit, alongside the cost of services. Price is not the sole determining factor in the assessment of value.

C.1.1.3 Tenders will be evaluated against the following evaluation criteria:

Evaluation Criteria
Network Offering and Processes
Skilled Resources and Approach
Proven Relevant Experience
Compliance with RFT, Indicative Draft Contract and Statement of Requirements
Price

C.1.1.4 Tenderers are required to provide access to any information Tourism Australia considers reasonably necessary in order to evaluate their tender.

C.1.2 Evaluation Governance

C.1.2.1 Tourism Australia will establish a Board Sub-Committee to oversee and manage the evaluation process. An evaluation committee will also be established by Tourism Australia. This committee will undertake the detailed evaluation of tenders. It will report and be subject to the direction of the Board Sub-Committee.

C.1.2.2 The evaluation committee may include external advisers and third parties. Tourism Australia may make available to advisers and third parties a copy of any tender for the purposes of evaluation.

C.1.2.3 The evaluation committee and Board Sub-Committee will use the following evaluation methodology:

- i. each tender will be examined and evaluated against the same evaluation criteria;
 - ii. tenders which, in the opinion of Tourism Australia, meet the requirements to a greater degree will be shortlisted for further evaluation;
 - iii. the evaluation committee will make a recommendation to the Board Sub-Committee concerning the preferred Tenderer or Tenderers;
 - iv. the Board Sub-Committee will make a recommendation to the Procurement Delegate (the Board of Tourism Australia) concerning the preferred Tenderer or Tenderers.
- C.1.2.4 Tourism Australia may seek clarification from, and enter into discussion with any or all the Tenderers in relation to their tender.
- C.1.2.5 Tourism Australia may seek additional information in respect of any aspect of a tender at any time.
- C.1.2.6 Tourism Australia is not under any obligation to take into account additional information provided by a Tenderer and will not do so where that would introduce unfairness into the evaluation process.
- C.1.2.7 It is permissible for Tourism Australia during evaluation phases to clarify any errors of form, such as technical omissions, ambiguities and anomalies, in a tender with the Tenderer. However, this will not extend to a substantial re-tailoring of the tender
- C.1.2.8 Subject to clause C.1.2.10, a short-listing process(es) will occur in which Tourism Australia may, at its absolute discretion, exclude a tender from further consideration during the RFT process. Shortlisted Tenderers may be invited to provide further information on their tender to Tourism Australia.
- C.1.2.9 Tourism Australia may at its sole discretion, publicly announce the composition of the final shortlisted tenderers.
- C.1.2.10 At any stage in the evaluation, Tourism Australia may at its sole discretion if it considers necessary revisit any tender set aside in a previous shortlisting stage, and enable the tender to proceed to further consideration in the evaluation process.
- C.1.2.11 Tourism Australia may exclude a tender from further consideration if, in Tourism Australia's opinion, the tender is incomplete or clearly non-competitive.
- C.1.2.12 Selection of a preferred Tenderer will be subject to successful completion of contract negotiations.
- C.1.2.13 Tourism Australia is not bound to accept the lowest priced, or any, tender.
- C.1.2.14 All final decisions as to the preferred Tenderer will be made by the Procurement Delegate (the Board of Tourism Australia) having regard to the Board Sub-Committee's recommendations and any other matter Tourism Australia considers relevant. The Procurement Delegate will decide who to recommend to the Minister of Tourism that Tourism Australia enters into contract negotiations with.

- C.1.2.15 All Tenderers will be informed in writing of the outcome of their tender at the conclusion of the RFT process.
- C.1.2.16 Unsuccessful Tenderers may request in writing:
- i. a statement of the reasons their tender was unsuccessful; and
 - ii. an opportunity to be debriefed.
- C.1.2.17 The content and/or format of any statement or debriefing is at Tourism Australia's absolute discretion.

C.1.3 Evaluation Process: Stage 1 - Opening the Tender Box

- C.1.3.1 Each tender lodged with Tourism Australia in response to this RFT will be initially assessed to ensure that:
- i. the tender has been submitted in the Tender Box by the Closing Time (or Tourism Australia has accepted the tender as a Late Tender);
 - ii. at the time of opening the tender, the tender meets the Minimum Content and Format Requirements specified in this RFT at clause D.3.2.
- C.1.3.2 Tenders failing to meet these mandatory requirements will not be considered further.

C.1.4 Evaluation Process: Stage 2 - Conditions for Participation Evaluation

- C.1.4.1 Remaining tenders will be assessed against the Conditions for Participation stated in the RFT clause E.3.1.2.
- C.1.4.2 Tenders failing to meet these mandatory requirements will not be considered further.

C.1.5 Evaluation Process: Stage 3 - Compliance Evaluation

- C.1.5.1 For each remaining tender, the evaluation committee will assess risk associated with the Tenderer's response to:
- i. Compliance with Conditions of Tender;
 - ii. Compliance with the Indicative Draft Contract;
 - iii. Compliance with the Statement of Requirements;
 - iv. Tenderer Details; and
 - v. The Tenderer's Declaration.

C.1.6 Evaluation Process: Stage 4 – Technical Worth

- C.1.6.1 The following Stages 4 – 7 are all part of the one assessment process, and may be conducted concurrently.

- C.1.6.2 For each remaining tender, the evaluation committee will conduct a quantitative (score) and qualitative (comment) assessment of the response to the evaluation criteria to determine the degree of effectiveness against the Evaluation Criteria at clause C.1.1.3:
- C.1.6.3 The evaluation committee will also identify risks associated with the tendered response to the evaluation criteria and Statement of Requirements.
- C.1.6.4 The evaluation committee will undertake a gap analysis (i.e. the difference between what is offered in a tender and what is required by Tourism Australia) to determine the possible materiality of any weaknesses of a tender.

C.1.7 Evaluation Process: Stage 5 – Price Evaluation

- C.1.7.1 The evaluation committee will then consider pricing details for remaining tenders.
- C.1.7.2 The evaluation committee will also identify any risks associated with tendered pricing.

C.1.8 Evaluation Process: Stage 6 – Risk Analysis

- C.1.8.1 For remaining tenders, the evaluation committee will undertake a risk assessment of any risk issues identified during Stage 4 of the Evaluation Process.
- C.1.8.2 The evaluation committee may at any time in the evaluation perform such security, referee or financial checks and procedures as considered necessary in relation to the Tenderer, its officers, employees, partners, associates or related entities (including consortium members and their officers or employees if applicable). These checks may include (without limitation) ascertaining risk associated with each Tenderer in relation to: financial viability; corporate history; significant litigation (past, present or pending); past performance; experience, qualifications and skills of resources; and other issues of risk.

C.1.9 Evaluation Process: Stage 7 – Provisional shortlist

- C.1.9.1 Based on the assessment conducted in Stages 1- 6, the evaluation committee will then provide to the Board Sub-Committee a recommended shortlist of Tenderers to proceed to Stage 8 of the evaluation process (“the provisional shortlist”). The Board Sub-Committee will then determine which Tenderers will be shortlisted.
- C.1.9.2 It is anticipated that the provisional shortlist will consist of approximately four to six Tenderers.

C.1.10 Evaluation Process: Stage 8 – Face to Face Meetings

- C.1.10.1 The evaluation committee together with the Board Sub-Committee will hold meetings in Sydney with the provisional shortlisted Tenderers to assess how well each Tenderer meets the evaluation criteria.
- C.1.10.2 The meetings will also be undertaken to assist with the assessment of the risk profile for a Tenderer.

C.1.11 Evaluation Process Stage 9 – Final shortlist

- C.1.11.1 Based on the assessment conducted in Stage 8, the evaluation committee will then provide to the Board Sub-Committee a recommended shortlist of Tenderers to proceed to Stage 10 of the evaluation process (“the final shortlist”). The Board Sub-Committee will then determine which Tenderers will be shortlisted.
- C.1.11.2 It is anticipated that the final shortlist will consist of approximately two to four Tenderers.
- C.1.11.3 At this stage, Tourism Australia may at its sole discretion, publicly announce the composition of the final shortlisted Tenderers.

C.1.12 Evaluation Process: Stage 10 – In Market and Creative Meetings

- C.1.12.1 A series of meetings in international regional office locations will be held with the final shortlisted Tenderers to further assess their local capabilities against the evaluation criteria.
- C.1.12.2 It is anticipated that the meetings will be held in Singapore, Los Angeles, London, Tokyo and Hong Kong/Shanghai between 29 April 2008 and 16 May 2008. These locations and dates are subject to change.
- C.1.12.3 Additional face-to-face meetings will be held in Sydney with the creative team of the final shortlisted Tenderers to assess how well each Tenderer meets the evaluation criteria, in the context of their creative experience and expertise. These meetings will be held in Sydney between 20 May 2008 and 22 May 2008.
- C.1.12.4 In addition, the evaluation committee may in its absolute discretion visit Tenderer sites, and/or visit customers of a Tenderer (whether or not listed as referees), to conduct an interview for the purpose of assessing how the Tenderer would address the Statement of Requirements.
- C.1.12.5 The evaluation committee will also assess meetings/presentations in the context of the risk profile for a Tenderer.

C.1.13 Evaluation Process: Stage 11 – Final Presentations

- C.1.13.1 Final presentations will then be undertaken by the evaluation committee and Board Sub-Committee with the final shortlisted Tenderers in Sydney between 28 May 2008 and 30 May 2008.

C.1.14 Evaluation Process: Stage 12 - Final value assessment and Evaluation Recommendations

- C.1.14.1 Following the assessment in Stages 10 – 11, the final shortlisted Tenderers will be assessed to determine their relative ability to satisfy the overall requirement (Technical Worth) at a competitive cost (Cost Analysis) and at an acceptable risk (Risk Analysis).
- C.1.14.2 All Tenderers will be ranked on a value basis.
- C.1.14.3 A preferred Tenderer(s) will be recommended based on this value assessment.

C.1.15 The Procurement Delegate's Decision

- C.1.15.1 The evaluation committee will submit its evaluation report to the Board Sub-Committee who will in turn provide its recommendations on preferred Tenderer(s) to the Procurement Delegate (the Board of Tourism Australia) for consideration.
- C.1.15.2 The Procurement Delegate will decide who to recommend to the Minister of Tourism that Tourism Australia enters into contract negotiations with.

C.1.16 Contract Negotiations

- C.1.16.1 Tourism Australia may select any number of Tenderers with whom it will negotiate with a view to selecting a contractor.
- C.1.16.2 During those negotiations Tourism Australia may seek variations to a tender or supplementary information, to address any variation to Part B (Statement of Requirement).

PART D CONDITIONS OF TENDER

D.1 Lodgement of Tenders

D.1.1 Tender

- D.1.1.1 Tenders must be lodged at the Tender Box on Level 18, Darling Park Tower 2, 201 Sussex Street, Sydney NSW (“Tender Box”), by Closing Time.
- D.1.1.2 Tenders lodged by any other means, including facsimile or email, will not be considered.
- D.1.1.3 Tenderers should report to Price Waterhouse Coopers Reception on the Ground floor, Tower 2, where they will be escorted to the Tender Box by the Contact Officer to lodge their Tender.
- D.1.1.4 Tenderers should lodge:
- i. One completed Hard Copy, A4, Tender Response - Part E (marked original) and two completed copies (marked copy);
 - ii. Any file attachments directly associated with responses to Part E eg creative material, visual or audio 2 copies on USB Memory Sticks;
- D.1.1.5 Tourism Australia expects that:
- i. responses are relevant and concise, and meet page limits where specified
 - ii. the main text of the tender should be in 11pt font, A4 size, single sided; and
 - iii. all information in responses will directly refer to the relevant clause numbers of this RFT, and the response will be structured accordingly.

D.1.2 Tender Closing Time

- D.1.2.1 The deadline for lodgement of Tenders is 14 March 2008, 5.00pm, - Australian Eastern Day Light Saving Time, (Closing Time).
- D.1.2.2 The judgement of Tourism Australia as to the time a tender has been lodged will be final.
- D.1.2.3 Tourism Australia may, by written notice, extend the Closing Time.
- D.1.2.4 Where Tourism Australia extends the Closing Time, the new Closing Time will apply equitably to all potential agencies.

D.1.3 Late Tenders

- D.1.3.1 Any Tender (including a tender already received by Tourism Australia at a point other than the Tender Box) received other than in accordance with clause D.1.1.1 will be deemed to be a Late Tender.
- D.1.3.2 Late Tenders will not be accepted unless there has clearly been a mishandling of the tender by Tourism Australia.
- D.1.3.3 Lodgement of tenders by the Closing Time is entirely the Tenderer's responsibility.

D.1.4 Corrections and additions

- D.1.4.1 If a Tenderer becomes aware of an error or omission in its tender and wishes to lodge a correction or additional information, the material must be lodged with Tourism Australia in writing at the Tender Box, before the Closing Time.
- D.1.4.2 Tourism Australia is not obliged to consider a correction or additional information received after the Closing Time.

D.1.5 Tender validity period

- D.1.5.1 A tender must remain open for acceptance for at least 6 months from the Closing Time.

D.1.6 Ownership of tenders

- D.1.6.1 All tenders become the property of Tourism Australia once lodged.
- D.1.6.2 Notwithstanding clause D.1.6.1 and without prejudice to anything agreed in any subsequent contract, ownership of intellectual property in the information contained in a tender remains unchanged.
- D.1.6.3 However, Tourism Australia and its advisers may use any material contained in a tender, or otherwise provided by the Tenderer, for the purposes of the RFT process and the preparation and management of any resultant contract.

D.1.7 Tenderer's confidential information

- D.1.7.1 Subject to clauses D.1.7.2 and D.1.7.3 Tourism Australia will treat as confidential any information that is by its nature confidential and is provided by Tenderers in connection with this RFT.
- D.1.7.2 Tourism Australia will not be taken to have breached any obligation to keep information provided by Tenderers confidential to the extent that the information:
- i. is disclosed by Tourism Australia to its advisers, officers, employees or subcontractors solely in order to conduct the RFT process or to prepare and manage any resultant contract;
 - ii. is disclosed to Tourism Australia's internal management personnel, solely to enable effective management or auditing of the RFT process;

- iii. is disclosed by Tourism Australia to the responsible Minister;
- iv. is disclosed by Tourism Australia in response to a request by a House or a Committee of the Parliament of the Commonwealth of Australia;
- v. is shared by Tourism Australia within Tourism Australia's organisation, or with another Commonwealth agency, where this serves the Commonwealth's legitimate interests;
- vi. is authorised or required by law to be disclosed;
- vii. is in the public domain otherwise than due to a breach of the relevant obligations of confidentiality.

D.1.7.3 Tourism Australia will only keep information contained in, or obtained or generated in performing, any contract entered into with the successful Tenderer confidential in accordance with the terms of the contract.

D.1.7.4 Tenderers should include in their response to clause E.2.5.2 of Part E of this RFT any request that information be treated as confidential following the award of a contract to it.

D.1.8 Clarifications

D.1.8.1 Tourism Australia may provide the answer to any query from a Tenderer to all other Tenderers without disclosing the source of the query, and without disclosing any confidential information of a Tenderer, by publishing the question and answer on AusTender.

D.1.8.2 Without limitation, Tenderers should expect that answers to queries that provide additional substantive information will be provided to all other Tenderers.

D.1.9 Conditions of Participation

D.1.9.1 Tenders must comply with the conditions for participation specified in Part E (Conditions for Participation). The Conditions for Participation at clause E.3 are mandatory requirements. They are minimum standards that Tenderers must meet in order to participate in this procurement process.

D.1.9.2 Tenderers failing to meet Conditions for Participation will be excluded from the evaluation process.

D.1.10 Probity

D.1.10.1 Tourism Australia is committed to ensuring that competition for the provision of the services is fair and open. For Tenderers this means that measures have been taken with the aim of ensuring that:

- i. all evaluation and selection processes will be conducted in accordance with the processes set out in this RFT;
- ii. assessment of tenders will be conducted consistently and objectively;

- iii. each Tenderer will have access to the same information about the RFT;
- iv. information provided in a Tender will be secure, and all confidential information treated as such;
- v. all actual, potential or perceived conflicts of interest will be addressed.

D.1.11 Probity Advisor

D.1.11.1 Tourism Australia has appointed Australian Government Solicitor as the Probity Advisor for this project.

D.1.11.2 If Tenderers have any concerns relating to the probity of the process they should contact John Scala or Kate Brophy of the Australian Government Solicitor in writing on:

Email: john.scala@ags.gov.au

Telephone: 03 9242 1321

Email: kate.brophy@ags.gov.au

Telephone: 02 9581 7678

D.2 AusTender Terms and Conditions

D.2.1 AusTender, the Australian Government Tender System

D.2.1.1 AusTender is the online tendering system for Australian Government Agencies. AusTender allows Tenderers to download tender documentation. Tenderers must first register with AusTender at <https://www.tenders.gov.au>

D.2.1.2 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.

D.2.1.3 It is the responsibility of Tenderers to ensure that their infrastructure including operating system and browser revision levels meet the minimum standards as defined on AusTender. Neither Tourism Australia nor the Commonwealth take any responsibility for any problems arising from Tenderers' infrastructure and/or Internet connectivity.

D.2.1.4 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.

D.2.1.5 Tenderers must inform themselves concerning all security measures and other aspects of the AusTender technical environment. Tenderers must make their own assessment of the AusTender system prior to using it for any matter related to this RFT and no responsibility will be accepted by Tourism Australia arising in respect of any use or attempted use by any party of AusTender.

D.2.2 Registered Tenderers and Notices

- D.2.2.1 In the event that Tourism Australia elects to vary or supplement this RFT or change the conditions of tender, it will make reasonable efforts to inform Tenderers in accordance with this clause D.2.2.
- D.2.2.2 Tenderers may be informed by notices and other information issued as addenda posted on this RFT page on AusTender.
- D.2.2.3 Tenderers who have registered and downloaded the tender documentation will be notified by AusTender via email of any addenda issuance. It is in the interest of Tenderers to ensure they have correctly recorded their contact details prior to downloading tender documentation. If Tenderers have not recorded their details correctly, they should amend their details and download the tender documentation again.
- D.2.2.4 Tenderers are required to log in to AusTender and collect addenda as notified.
- D.2.2.5 The Commonwealth will accept no responsibility if a Tenderer fails to become aware of any addendum notice which would have been apparent from a visit to the AusTender page for this RFT.
- D.2.2.6 If a Tenderer has obtained tender documentation other than from AusTender, they must visit AusTender, register as a user and download the tender documentation for this RFT.

D.2.3 AusTender Help Desk

- D.2.3.1 All queries and requests for technical or operational support must be directed to:

AusTender Help Desk

Telephone: 1300 651 698

Email: tenders@finance.gov.au
- D.2.3.2 The AusTender Help Desk is available between 9am and 5pm, Monday to Friday (excluding ACT and national public holidays).

D.2.4 Proof of Lodgement

- D.2.4.1 The Contact Officer will issue a manual receipt to the Tenderer as proof of lodgement.

D.2.5 Tender Security

- D.2.5.1 Tenderers acknowledge that:
- i. lodgement of their tender on time and in accordance with these conditions of tender is entirely their responsibility; and
 - ii. Tourism Australia will not be liable for any loss, damage, costs or expenses 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 altered or otherwise is not received as sent, cannot be read or decrypted, or has its security or integrity compromised.

D.3 Requirements for Tenders

D.3.1 Specified Compliance Statements

D.3.1.1 Where requested to provide a compliance statement Tenderers must only indicate ‘Complies’, ‘Partially Complies’ or ‘Does Not Comply’ in accordance with the following definition given to those terms:

Compliance Statement	Definition
Comply	in the case of a clause which imposes a contractual condition, that the condition is agreed to; in the case of a clause which specifies a characteristic or performance requirement, that the proposal is to provide the requirement as specified; in the case of a clause which is of an informative nature only, that the clause has been read understood and is agreed; or in the case of a clause where information has been requested that the information has been provided in the required level of detail and in the required format.
Partially Comply	Means the condition or characteristic or performance requirement can be met by your offer, subject to certain qualifications, which are stated in full. An explanation should be given supporting the claim of partial compliance.
Does not Comply	Means that the contractual condition, characteristic or performance requirement of the clause is not met by the proposal. Full details of the extent of non-compliance are to be stated. An explanation should be given stating the reason why the requirement is deemed “Does not Comply”. A statement that an issue “needs to be negotiated” or a statement that does not fully state the Tenderer’s specific requirement or position will be treated as “Does not Comply”.

D.3.2 Minimum Content and Format Requirements

- D.3.2.1 Tourism Australia will only give further consideration to a tender where, at the time of opening, the tender meets the Minimum Content and Format Requirements.
- D.3.2.2 The Minimum Content and Format Requirements are that the tender must:
- i. be in the English language;
 - ii. unless otherwise specified, express all measurements in Australian legal units of measurement;
 - iii. unless otherwise specified, express all currencies in local currency where the services will be provided;
 - iv. include pricing spreadsheets (refer to clause E.8.1.3);
 - v. include a creative services capabilities spreadsheet (refer Annexure 1);
 - vi. include compliance statements for the RFT, Statement of Requirement and Indicative Draft Contract (refer to clause E.7);
 - vii. include a Tenderer's Declaration (refer to clause E.9).

D.3.3 Alterations, erasures or illegibility

- D.3.3.1 Tenders containing alterations or erasures; handwritten amendments which are not initialled; or information which is not clear or legible, may be excluded from the evaluation process.

D.3.4 Tenderer Details

- D.3.4.1 Tenderers should provide sufficient information in response to RFT Part E, Tenderer Profile, to enable Tourism Australia to clearly identify the legal entity with which a contract for the requirement in this RFT may be entered. After submission of a tender, the Tenderer should promptly notify Tourism Australia of any changes to this information
- D.3.4.2 Tourism Australia reserves the right to exclude a Tenderer who fails to comply with clause D.3.4.1

D.3.5 Confidentially

- D.3.5.1 In response to RFT clause E2.5, Part E Confidentiality Tenderers should identify any information they will provide to Tourism Australia during the RFT process, contract negotiation or the operation of any contract that they consider should be protected as confidential information under any resultant contract. Tenderers should provide legally sustainable reasons why this information should be contractually protected as confidential information.
- D.3.5.2 Tourism Australia will consider the Tenderer's request and agree with a successful tenderer on what information (if any) will be contractually protected as confidential

information. The terms of any agreement will form part of the contract awarded to the successful tenderer.

D.3.6 Contract Preference

- D.3.6.1 The contractual preference is a prime contract, where Tourism Australia will come to an agreement with one agency for the requirement.
- D.3.6.2 Any subcontractors that the agency requests to engage under the prime contract may be allowed and is subject to Tourism Australia's approval.

D.3.7 Part Offers, Alternative Offers

- D.3.7.1 In addition to lodging a tender that complies with the Part B (Statement of Requirement), Tenderers may lodge a proposal with an alternative offer.
- D.3.7.2 A separate tender must be lodged in accordance with clause D.1 of this RFT for each alternative offer.
- D.3.7.3 Alternative offers will be considered at the sole discretion of Tourism Australia.
- D.3.7.4 Part Offers will not be accepted or considered by Tourism Australia for this tender.

D.3.8 Joint tenders

- D.3.8.1 A joint tender from two or more Tenderers may be considered by Tourism Australia at its discretion.
- D.3.8.2 A joint tender should be submitted for and on behalf of each member of the tendering consortium, and should specify the structure and membership of the consortium, the role of each consortium member in providing the requirement in this RFT, and the extent to which each consortium member guarantees the performance of each other consortium member's role.
- D.3.8.3 A consortium must contract with Tourism Australia as one single separate legal entity and provide a single point of contact for the consortium.

D.3.9 Indicative draft contract

- D.3.9.1 The terms and conditions on which Tourism Australia intends to engage with the successful Tenderer (if any) are set out in Part F (Indicative Draft Contract).

D.3.10 Prices

- D.3.10.1 Unless otherwise specified, prices should:
- i. be expressed in local currency and as exclusive of applicable tax, consumption tax or duties. These taxes and duties are to be identified separately. For the purposes of comparative evaluation of tenders, all pricing in local currency will be converted to Australian dollars using the exchange rate current at Closing Time.

- ii. remain unalterable for the period of tender validity;
- iii. not vary according to the mode of payment; and
- iv. take into account the liability, indemnity and other relevant provisions regarding risk in the Indicative Draft Contract and Statement of Requirement.

D.3.11 Insurance

- D.3.11.1 The successful Tenderer will be required to have in place insurance arrangements appropriate to provision of the requirement in this RFT, including (without limitation) professional indemnity insurance, public liability insurance, property damage insurance, product liability insurance and workers compensation insurance.
- D.3.11.2 As part of their tender, Tenderers should detail the insurance they have in place, or will have in place if chosen as the successful Tenderer under Part E (Tender Response).

D.3.12 Subcontractors

- D.3.12.1 If a Tenderer proposes that any part of the requirement in this RFT is to be performed under subcontracts, the names of the proposed subcontractors and details of the work proposed to be undertaken by them should be set out in the response required under Part E (Tender Response).
- D.3.12.2 The successful Tenderer will:
- i. be responsible for the actions of any subcontractor; and
 - ii. at all times remain responsible for the delivery of the requirements as set out in Part B (Statement of Requirement).

D.3.13 Supporting material

- D.3.13.1 The Tenderer may provide such supporting material with their tender, as the Tenderer considers appropriate. Such material may be considered by Tourism Australia at its sole discretion.

D.3.14 Security, probity, risk and financial checks

- D.3.14.1 Tourism Australia reserves the right to perform such security or financial checks and procedures as Tourism Australia considers necessary in relation to the Tenderer, its officers, employees, partners, associates or related entities (including consortium members and their officers or employees if applicable). These checks may include (without limitation) ascertaining risk associated with each Tenderer in relation to:
- i. financial viability;
 - ii. corporate history;
 - iii. significant litigation (past, present or pending);

- iv. past performance;
- v. experience, qualifications and skills of resources; and
- vi. other issues of risk.

D.3.14.2 Each Tenderer agrees to provide, at its cost, all reasonable assistance to Tourism Australia in this regard.

D.3.14.3 Tourism Australia may exclude a tender from further consideration if the Tenderer fails to comply with this clause.

D.4 Participation in the RFT process

D.4.1 Acknowledgment and disclaimer

D.4.1.1 Tourism Australia, its officers, employees, advisors and agents:

- i. make no express or implied representation or warranty as to the currency, reliability or completeness of the information contained in this RFT;
- ii. make no express or implied representation or warranty that any estimate or forecast will be achieved or that any statement as to future matters will prove correct; and
- iii. to the extent permitted by law, expressly disclaim all liability arising from information contained in or omitted from this RFT or otherwise provided to a Tenderer.

D.4.1.2 It is the responsibility of Tenderers to obtain all information necessary or convenient for the preparation of their tenders.

D.4.1.3 In submitting a tender, each Tenderer acknowledges that it has not relied on any express or implied statement, representation or warranty as to the truth, accuracy or completeness of the information contained in this RFT, or otherwise provided to a Tenderer by Tourism Australia or on Tourism Australia's behalf.

D.4.1.4 In submitting a tender each Tenderer acknowledges that it has read, understood and agreed to the Tendering Conditions and associated material contained in this RFT.

D.4.2 Tenderer costs

D.4.2.1 All expenses and costs incurred by a Tenderer in connection with this RFT, including (without limitation) preparing and lodging a tender, providing Tourism Australia with further information, attending meetings and participating in any subsequent negotiations, are the sole responsibility of the Tenderer.

D.4.3 No contract

D.4.3.1 Nothing in this RFT should be construed to give rise to any contractual obligations or rights, express or implied, by the issue of this RFT or the submission of a tender in response to it.

- D.4.3.2 No contract will be created until a formal written contract is executed between Tourism Australia and a Tenderer.

D.4.4 Limited liability

- D.4.4.1 Tourism Australia is not liable to any Tenderer on the basis of any contract or other understanding (including any form of contractual, quasi contractual, restitutionary or promissory estoppel rights or rights based on similar legal or equitable grounds) whatsoever, or in negligence, as a consequence of any matter relating or incidental to this RFT or a Tenderer's participation in this RFT process, including instances where:
- i. A Tenderer is not invited to participate in any subsequent process as part of or following completion of this RFT process;
 - ii. Tourism Australia varies the RFT process;
 - iii. Tourism Australia decides to terminate the RFT process or not to contract for all or any of the requirements; or
 - iv. Tourism Australia exercises or fails to exercise any of its other rights under or in relation to this RFT.

D.4.5 Public statements

- D.4.5.1 Tenderers should not make any public statements (including without limitation providing information or documents for publication in any media) in relation to this RFT or any subsequent contract arising out of this RFT, without Tourism Australia's prior written approval.
- D.4.5.2 Tourism Australia may exclude a tender from further consideration if the Tenderer fails to comply with this clause D.4.5.
- D.4.5.3 Tourism Australia will not withhold its approval to the extent the Tenderer is required to disclose information by the rules of a stock exchange.

D.4.6 Tourism Australia's Rights

- D.4.6.1 Notwithstanding any other provision of this RFT, Tourism Australia reserves the right, at any time to:
- i. vary this RFT and the timings and processes outlined in this RFT;
 - ii. seek amended tenders or call for new tenders;
 - iii. subject to clause D.1.3 accept or reject any tender received after Closing Time;
 - iv. if Tourism Australia considers that it is in the public interest to do so, suspend or terminate this RFT process or any part of it;

- v. require additional information or clarification from any Tenderer or anyone else, or provide additional information or clarification to any Tenderer or anyone else;
 - vi. short list Tenderers;
 - vii. negotiate or not negotiate with any one or more Tenderers (including conducting parallel negotiations), and discontinue negotiations at any time;
 - viii. negotiate with one or more persons who have not submitted Tenders or enter into a contract or other binding relationship for similar services to the services outside the RFT process;
 - ix. conduct a best and final offer process;
 - x. require any one or more Tenderers to provide a presentation(s) on aspects of their tender;
 - xi. allow, or not allow, the successful Tenderer to enter into the proposed contract in the name of a different legal entity from that which provided a response to this RFT;
 - xii. allow or not allow another legal entity to take over a Tender in substitution for the original Tenderer where an event occurs that has the effect of substantially altering the composition or control of the Tenderer or the business of the Tenderer;
 - xiii. add to, alter, delete or exclude any of the requirement to be provided by the preferred Tenderer under this RFT;
 - xiv. alter, amend or vary the terms of Part F (Indicative Draft Contract) at any time, including without limitation during negotiations; and
 - xv. publish or disclose the names of Tenderers (whether successful or unsuccessful.), including whether or not those Tenderers have been appointed to a shortlist by Tourism Australia.
- D.4.6.2 For the avoidance of doubt, Tourism Australia may exercise its rights under this clause and elsewhere in this RFT at any time and in its absolute discretion, unless this RFT or the Commonwealth Procurement Guidelines expressly provides otherwise.
- D.4.6.3 For the avoidance of doubt, it may be in the public interest to suspend or terminate this RFT process if:
- i. there is a decision made to cancel or vary the programme to which the procurement relates;
 - ii. there is a machinery of government change which affects responsibilities between agencies for programmes to which the procurement relates;

- iii. unforeseen technological or environmental change occur which affects the business case for the procurement as specified;
- iv. unforeseen technical or operational problems occur which can be attributed to inadequate, incorrect or inappropriate specifications in the request document;
- v. there is a discovery of new information materially affecting the policy or operational effectiveness of the continuation of a project and/or procurement as specified;
- vi. funding is unavailable or insufficient through changes to appropriations or inability to obtain authority where necessary; or
- vii. the Board of Tourism Australia deems suspension or termination of the RFT to be in the public interest.

D.4.7 Conflict of Interest

- D.4.7.1 Tenderers should include in their tender details of any known circumstances that may give rise to an actual potential or perceived conflict of interest with Tourism Australia in responding to this RFT or in the provision of services specified in the Statement of Requirement.
- D.4.7.2 A conflict of interest means any matter, circumstance, interest, or activity affecting the Tenderer (including the officers, employees, agents and subcontractors of the Tenderer) which may or may appear to impair the ability of the Tenderer to perform the contract diligently and independently.
- D.4.7.3 A conflict of interest may exist if:
- i. Tenderers or any of their personnel have a relationship (whether professional, commercial or personal) with Tourism Australia's personnel involved in the evaluation of tenders; or
 - ii. Tenderers have a relationship with, and obligations to, an organisation which would affect the performance of the contract or would bring disrepute to or embarrass Tourism Australia.
- D.4.7.4 Tourism Australia has the discretion to exclude any Tenderer that either fails to disclose actual, potential or perceived conflicts or fails to satisfy Tourism Australia that the conflict can be properly managed.
- D.4.7.5 Tourism Australia requires that if successful the Tenderer may not provide services to the government tourism office of the following countries during the term of this contract: New Zealand, Great Britain, and South Africa.
- D.4.7.6 If at any time after the tender is submitted to Tourism Australia, an actual potential or perceived conflict of interest arises or may arise for any Tenderer, that Tenderer should immediately notify Tourism Australia in writing. Tourism Australia may, in its absolute discretion:
- i. enter into discussions to seek to resolve such conflict of interest;

- ii. exclude the tender submitted by such a Tenderer; or
- iii. take any other action as it considers appropriate.

D.4.8 False or misleading claims

- D.4.8.1 If a Tenderer is found to have made false or misleading claims or statements or obtains improper assistance in preparing its tender or participating in this RFT process, Tourism Australia may exclude that Tenderer's tender from any further consideration.
- D.4.8.2 Tenderers should be aware that giving false or misleading information to the Commonwealth is a serious offence under the Criminal Code Act 1995 (Cth).

D.4.9 Unlawful inducements

- D.4.9.1 Tenderers and their officers, employees, agents and advisors must not violate any applicable laws or Commonwealth policies in relation to unlawful inducements in connection with the preparation or lodgement of their tender and the RFT process.
- D.4.9.2 Tourism Australia may exclude from consideration any tender lodged by a Tenderer that, in Tourism Australia's reasonable opinion, has failed to comply with this clause.

D.4.10 Collusive tendering

- D.4.10.1 The tender process is designed to promote fair competition in the open market. Tenderers engaging in collusive, deceptive, anti-competitive, or improper conduct or any other similar conduct that contravenes any laws in the preparation of their tender or this RFT process may be excluded from further consideration.
- D.4.10.2 In pursuing its goal to ensure the probity of the tender process Tourism Australia may require statutory declarations and other evidence as it sees fit throughout the tender assessment process.

D.5 Commonwealth Policy Requirements

D.5.1 Freedom of Information

- D.5.1.1 Tenderers should note the operation of the Freedom of Information Act 1982 (Cth), which gives members of the public the right of access to documents in the possession of the Commonwealth and its agencies.
- D.5.1.2 Tenderers should obtain their own independent professional advice on the impact of this Act on their participation in the RFT process.

D.5.2 Privacy

- D.5.2.1 Tourism Australia is obliged to protect personal information in accordance with the public-sector Information Privacy Principles in the Privacy Act 1988 (Cth) (Privacy Act). Tourism Australia reserves the right at any time not to disclose any

information that is subject to, or that Tourism Australia reasonably believes could be subject to, protection under the Privacy Act.

D.5.2.2 Tenderers must comply with applicable obligations under the private-sector National Privacy Principles in the Privacy Act.

D.5.2.3 If Tourism Australia discloses any personal information to Tenderers, they must also comply with the public-sector obligations under the Privacy Act, to which Tourism Australia is subject, in relation to that information.

D.5.3 Workplace relations

D.5.3.1 All Tenderers will be required to comply with the relevant provisions of applicable legislative requirements, awards and workplace arrangements, including without limitation:

- i. workplace/industrial relations legislation;
- ii. occupational health and safety legislation;
- iii. workers compensation legislation; and
- iv. equal opportunity for women in the workplace legislation.

D.5.3.2 Tenderers should state in Part E (Tender Response) if they are currently named as not complying with the Equal Opportunity for Women in the Workplace Act 1999 (Cth). This requirement extends to each subcontractor named in a tender. It is a Condition of Participation of this RFT process that the Tenderer or any subcontractors are not named as non-complying under this Act.

D.5.4 Auditor-General Act 1997

D.5.4.1 The attention of Tenderers is drawn to the Auditor-General Act 1997 (Cth) which provides the Auditor-General and any authorised person with a right, at all reasonable times, to access relevant information, documents and records.

D.5.4.2 Tenderers should obtain their own independent professional advice on the impact of this Act on their participation in this tender process.

D.5.5 Conduct

D.5.5.1 Tenderers should note that Tourism Australia expects, where applicable, contractors and their personnel to conduct themselves in accordance with the Values of Tourism Australia's Code of Conduct (available upon request) and Tourism Australia Security Instructions (if required by Tourism Australia).

D.5.6 Anti-terrorism Measures

D.5.6.1 Your attention is drawn to the Charter of the United Nations Act 1945 (Cth) and the Charter of United Nations (Terrorism and Dealing with Assets) Regulations 2002 (Cth) and the list of persons and entities designated as terrorists under these Regulations. The list and more information are available at <http://www.dfat.gov.au/>. Tourism Australia will not enter into a contract with a

person or organisation that is named as a proscribed person or entity under this Act or these Regulations. It is a Condition of Participation of this RFT process that the Tenderer and its subcontractors are not named as a proscribed person or entity under the Charter of the United Nations Act 1945 (Cth) and/or under the Charter of United Nations (Terrorism and Dealing with Assets) Regulations 2002 (Cth).

D.5.7 Competitive Neutrality

- D.5.7.1 In April 1995, all Australian governments reached agreement on a plan to promote enhanced competition in Australia. The resulting National Competition Policy is underpinned by three intergovernmental agreements: the Competition Principles Agreement; the Conduct Code Agreement; and the Agreement to Implement the National Competition Policy and Related Reforms (Implementation Agreement).
- D.5.7.2 Government businesses compete with the private sector in a number of ways and in a variety of markets. Government ownership of a business may result in advantages to that business which are not available to the private sector, impeding the ability of the private sector to compete on equal terms.
- D.5.7.3 The aim of Competitive Neutrality is to offset competitive advantages (resulting from government ownership), enabling a comparable basis for competition between a government business's activities and those of its competitors.

PART E TENDER RESPONSE SCHEDULE

Executive Summary

E.1 Provide an Executive Summary

E.1.1 Summary of Tender

- E.1.1.1 Tenderers are invited to summarise their tender in this section in no more than 1 x A4 page. Please highlight any special benefits to Tourism Australia or special features of your tender.

Tenderer Details

E.2 Provide Your Organisation Details

E.2.1 Tenderer Profile

- E.2.1.1 Please provide the Tenderer's full legal name.
- E.2.1.2 Please provide the Tenderer's Australian Business Number (ABN).
- E.2.1.3 Please provide the business entity type. For example: an individual (sole trader), a body corporate (a company), a corporation sole (an ongoing paid office, for example a bishopric), a body politic, a partnership, an unincorporated association or body of persons, a trust, or a superannuation fund.
- E.2.1.4 Please provide the Tenderer's trading or business name.
- E.2.1.5 Please provide particulars of any material claim or judgment against the Tenderer.

E.2.2 Contact Details

- E.2.2.1 Please provide the Tenderer's contact name.
- E.2.2.2 Please provide the Contact's position within the organisation.
- E.2.2.3 Please provide the Contact's address.
- E.2.2.4 Please provide the Contact's telephone number.
- E.2.2.5 Please provide the Contact's email address.

E.2.3 Referees

- E.2.3.1 Please provide the Name, Position, Telephone, Email and Type of Service Provided details for Referee 1.

E.2.3.2 Please provide the Name, Position, Telephone, Email and Type of Service Provided details for Referee 2.

E.2.3.3 Please provide the Name, Position, Telephone, Email and Type of Service Provided details for Referee 3.

E.2.4 Critical Assumptions

E.2.4.1 Tenderers are to specify any assumptions they have made that are critical to the tender, including assumptions relating to pricing and ability to provide the requirement in the manner specified in this RFT, the Indicative Draft Contract, and the Statement of Requirement.

E.2.5 Confidentiality

E.2.5.1 Please identify any provisions of the Indicative Draft Contract in Part F you consider should be kept confidential, and provide legally sustainable reasons why the information should be considered confidential.

E.2.5.2 Please identify any aspects of your tender you consider should be kept confidential, and provide legally sustainable reasons why the information should be considered confidential.

E.2.6 Conflict of Interest

E.2.6.1 Please detail any actual, potential or perceived conflicts of interest, in relation to both Tendered personnel and the Tenderer, which might arise if selected to provide the services.

E.2.6.2 Please describe your procedures for identifying and resolving conflicts of interest.

E.2.7 Insurance

E.2.7.1 Please provide details of your Professional Indemnity insurance, including the insurer, any limits or per claim or aggregate basis and expiry date.

E.2.7.2 Please provide details of your Public Liability insurance, including the insurer, any limits or per claim or aggregate basis and expiry date.

E.2.7.3 Please provide details of your Property insurance, including the insurer, any limits or per claim or aggregate basis and expiry date.

E.2.7.4 Please provide details of your Workers Compensation cover.

E.2.7.5 Please provide details of your Product Liability insurance, including the insurer, any limits or per claim or aggregate basis and expiry date.

E.2.8 Subcontractors

E.2.8.1 Please provide details of proposed subcontractors including the names of subcontractors and details of goods and/or services to be provided by the proposed subcontractor.

E.2.9 Competitive Neutrality

- E.2.9.1 Tenderers who are government entities, and subject to National Competition Policy, should demonstrate how they address National Competition Policy and achieve Competitive Neutrality. In particular, government entities should detail key areas where you make adjustments for known advantages in: Taxation Neutrality; Debt Neutrality; Regulatory Neutrality; Rate of Return; and Costing of Shared Resources.

E.2.10 Financial Requirements

- E.2.10.1 Please provide copies of audited financial statements for the last three financial years, if available.

Conditions for Participation**E.3 Mandatory Requirements**

- E.3.1.1 The Conditions for Participation are mandatory requirements, which describe minimum standards that Tenderers must meet for their submissions to be considered. If Tenderers do not meet the Conditions of Participation, they will be excluded from the remainder of the tender process.

- E.3.1.2 The Conditions for Participation are:

- i. The tenderer and subcontractors must not be bankrupt or insolvent;
- ii. The tenderer and its subcontractors must not be named as not complying with the Equal Opportunity for Women in the Workplace Act 1999 (Cth). (For Australian companies only)
- iii. The tenderer and its subcontractors must not be named as a proscribed person or entity under the Charter of the United Nations Act 1945 (Cth) and/or under the Charter of United Nations (Terrorism and Dealing with Assets) Regulations 2002 (Cth).

E.3.2 Conditions of Participation

- E.3.2.1 Please provide confirmation of your compliance with the Conditions of Participation set out in clause E.3.1.2.

Response to Statement of Requirement**E.4 Evaluation Criterion 1: Network Offering and Processes****E.4.1 Servicing Australia**

- E.4.1.1 Provide details of how you would propose to provide services to Tourism Australia's Sydney office in Australia (services covering both global coordination

and domestic Australia creative activities). Critical areas to cover in your response include:

- i. Details of the agency including location, staffing size, current annual billings/revenue, ownership structure, length of establishment;
- ii. Indicate the nature of the relationship that the agency has as part of any global agency network and the length of the relationship. List any recent clients (since July 2005) the Australian agency has worked on as part of this global network and demonstrate how the creative work for Australia related to the global campaign ;
- iii. Provide a CV/background and details of the length of employment at the agency of the three key senior agency personnel (Managing Director, Creative Director, and Head of Strategic Planning) (no more than ½ page A4 for each);
- iv. Indicate the creative service capabilities which are provided in-house by the agency and those which will be provided by partners or outside agencies using the template provided (Annexure 1). Only indicate capabilities where there is a proven and credible record of delivery.
- v. Provide a list of major current clients (clients for whom there is a current working relationship, and where there has been significant creative work delivered since Jan 2007), a list of clients business won since Jan 2007 and a list of clients business lost since Jan 2007;
- vi. Provide a list of service brands that the agency has worked on since January 2006;
- vii. Provide details of major national and international creative and effectiveness awards¹ won by the agency in 2006 and 2007. Indicate where awards were won by the proposed creative team head and/or strategy head nominated in E.5.1.1.

E.4.2 Servicing London and Los Angeles

E.4.2.1 Provide details of how you would propose to provide creative offices to service Tourism Australia in London and Los Angeles. Services in London and Los Angeles should be provided by the same agency Brand as your proposed Australia service in 4.1.1. Critical areas to cover in your response include:

- i. Details of the proposed agencies including locations, staffing size, ownership structure, length of establishment;
- ii. Indicate the nature of the relationship that the agency has as part of any global network (whether same network, common ownership or partnership/affiliation) and the length of the relationship as part of this

¹ Only include award winners, and not finalists

network; List any recent clients (since July 2005) the offices have worked on along with the Australian agency as part of this global network;

- iii. Provide a CV/background and details of the length of employment at the agency for key senior agency personnel (Managing Director, Creative Director, and Head of Strategic Planning) (no more than ½ page for each);
- iv. Indicate the creative service capabilities which are provided in-house by the agency and those which will be provided by partners or outside agencies using the template provided (Annexure 1). Only indicate capabilities where there is a proven and credible record of delivery;
- v. Outline a list of major current clients serviced in each of these markets (clients for whom there is a current working relationship, and where there has been significant creative work delivered since Jan 2007), a list of clients business won since Jan 2007 and a list of clients business lost since Jan 2007;
- vi. Provide a list of service brands that the agencies offices have worked on since January 2006;
- vii. Provide details of major national and international creative and effectiveness awards¹ won by the agency in 2006 and 2007. Indicate where awards were won by the proposed creative team head and/or strategy head nominated in E.5.1.1.

E.4.3 Servicing Hong Kong, China, Korea, Japan, Singapore, and New Zealand.

- E.4.3.1 Provide details of how you would propose to provide creative offices to service Tourism Australia for the following countries: Hong Kong, China, Korea, Japan Singapore, and New Zealand. Services can be provided by the same agency Brand as 4.1.1, or agencies with common ownership, or close partnership or affiliation. Critical areas to cover in your response include:
- i. For each country, details of the proposed agencies including locations, staffing size, ownership structure, length of establishment;
 - ii. Indicate the nature of the relationship that the agencies have as part of any global network (whether same network, common ownership or partnership/affiliation) and the length of the relationship as part of this network;
 - iii. For each agency, provide a CV/background and details of the length of employment at the agency for key senior agency personnel (MD, Creative Director, and Head of Strategic Planning) (no more than ½ page for each);

¹ Only include award winners, and not finalists

- iv. Indicate the creative service capabilities which are provided in-house by the agency and those which will be provided by partners or outside agencies using the template provided (Annexure 1). Only indicate capabilities where there is a proven and credible record of delivery;
- v. Outline a list of major current clients serviced in each of these markets (clients for whom there is a current working relationship, and where there has been significant creative work delivered since Jan 2007), a list of clients business won since Jan 2007 and a list of clients business lost since Jan 2007;
- vi. Provide a list of service brands that the agencies offices have worked on since January 2006;
- vii. Provide details of major national and international creative and effectiveness awards¹ won by the agency in 2006 and 2007. Indicate where awards were won by the proposed creative team head and/or strategy head nominated in E.5.1.1.

E.4.4 Servicing India, France, Germany, Italy, Taiwan, Ireland, Nordic, Austria, Netherlands, Switzerland, Canada, Malaysia, Thailand.

- E.4.4.1 Provide details of how you would propose to provide creative services to cover the markets of India, France, Germany, Italy, Taiwan, Ireland, Nordic, Austria, Netherlands, Switzerland, Canada, Malaysia, Thailand. Critical areas to cover in your response include:
- i. Which markets are able to be serviced, and how the markets would be serviced, whether in-market or from other locations;
 - ii. Details of the proposed agencies providing the services including location, total staffing size, ownership structure, length of establishment;
 - iii. Indicate the nature of the relationship that the agencies have had as part of any global network and the length of the relationship as part of this network;
 - iv. Provide a CV/background and details of the length of employment at each of the relevant agencies for key senior agency personnel (MD, Creative Director, and Head of Strategic Planning); (no more than ½ page each)
 - v. Outline a list of major current clients serviced in each of these markets (clients for whom there is a current working relationship, and where there has been significant creative work delivered since Jan 2007), a list of clients business won in these markets since Jan 2007 and a list of clients business lost in these markets since Jan 2007.

¹ Only include award winners, and not finalists

E.4.5 Network capabilities and processes

- E.4.5.1 Please provide details of the standard processes, protocols and methodology for how your international agency network operates to maximise results and achieve efficiencies for international clients managing brands and campaigns across multiple markets. Please explain and illustrate the details behind how these processes deliver against client needs and maximise the delivery of both a global framework and local relevance. Please summarise the critical success factors from your experience in successfully managing brands across multiple-markets within your network.

E.5 Evaluation Criterion 2: Skilled Resources and Approach

E.5.1 Skills capabilities of nominated teams

- E.5.1.1 For the proposed offices in Australia, UK, USA, Hong Kong, China, Korea, Japan, New Zealand and Singapore outlined above, provide details of the team nominated to work directly on Tourism Australia's business. Please provide names and CVs/background, achievements, and length of employment at your agency, for the following positions:

- i. Head of client services – nominated key contact with TA;
- ii. Strategic planning lead;
- iii. Creative team lead plus main creative team members;

Specifically outline their experience in managing service brands, working on multi-regional campaigns, and any travel/tourism and government experience;

For each of these individuals provide a short executive summary of why their experience and skills would be relevant to the scope of requirements for this contract.

E.5.2 Creative process

- E.5.2.1 Outline the approach and process that you use for creative development as and explain why you feel this approach would deliver an optimal outcome for Tourism Australia.

E.6 Evaluation Criterion 3: Proven Relevant Experience

E.6.1 Case Histories

- E.6.1.1 Provide four recent (since January 2005) 'multi-channel' campaign case histories for your relevant agency in the tender which cover the following:
- i. A consumer service brand campaign for the Australian market;
 - ii. A consumer service brand campaign for Japan or other Asian market;

- iii. A consumer service brand for the UK market;
- iv. A multi-market consumer brand campaign covering Australia and at least one Asian market and one European market.

The case histories should ideally illustrate the capabilities of the agency to deliver compelling successful creative work for a broad range of media especially digital and new media, and the integration of brand and tactical activities, and must cover the following information–

- (i) Business Challenge/s & Competitive Context;
- (ii) Campaign Objective/s;
- (iii) Target Audience/s – in detailed (not just demographics) form;
- (iv) Campaign Idea/Thought & Rationale;
- (v) Full scope of creative campaign work across media (and include both Brand and tactical work);
- (vi) % Budget split into two major areas – campaign development & production; campaign exposure/deployment/implementation;
- (vii) Results achieved/performance metrics – as pre-agreed to gauge campaign success;
- (viii) Team responsible –including other agency partners; additionally identify the Strategic Planning Lead, Business Lead, and Creative Team/s involved;
- (ix) Nature of relationship and involvement of other client agencies as partners in the delivery;
- (x) Recent statement from the key client involved which attests to the campaign’s business impact;
- (xi) Referee provided for client.

Note: Each of the cases should be no more than 5 x A4 pages with the relevant creative/content outputs for each of the cases to be provided on a USB memory stick

E.6.2 Experience of managing Brands across more than one market

- E.6.2.1 Provide details of any experience of the proposed Australian agency in managing the creative services for a Brand into overseas markets outside of Australia. Detail the nature of the work, the markets covered, and summarise only key dimensions of the experience that you feel will be relevant for the management of Brand Australia campaigns as per the scope of work outlined in this tender

E.6.3 Australian Agency Tourism Experience

- E.6.3.1 Outline any experience (since January 2005) of the Australian agency in managing:
- i. National Tourist Board (or State/Regional equivalent); and/or
 - ii. Airline, cruise or other consumer transport organisation; and/or
 - iii. Tourism product¹.
- E.6.3.2 For each of the examples mentioned, please provide a short summary (no more than 2 x A4 pages) of:
- i. Campaign objective/s;
 - ii. Target audience description;
 - iii. Campaign idea/thought and rationale;
 - iv. Creative work examples (Brand and/or tactical) supplied on USB stick;
 - v. Media budget and main media budget split by channel;
 - vi. Results achieved/performance metrics;
 - vii. Team responsible.

E.6.4 Overseas Agency Tourism Experience

- E.6.4.1 Outline any experience (since January 2005) of each of the UK, US, Japan, China, Singapore, and Korean agency in managing either
- i. A National Tourist Board (or State/Regional equivalent);
 - ii. An Airline, cruise or other consumer transport organization;
 - iii. Tourism Product².
- E.6.4.2 For each of the example mentioned, please provide a short summary (no more than 2 x A4 pages) of:
- i. Campaign objective/s;
 - ii. Target audience description;
 - iii. Campaign idea/thought and rationale;

¹ Tourism product is defined as experience or service provided within the tourism sector (eg hotel, amusement park, other transport etc)

² Tourism product is defined as experience or service provided within the tourism sector (eg hotel, amusement park, other transport etc)

- iv. Creative work examples (brand and/or tactical) supplied on USB stick;
- v. Media budget and main media budget split by channel;
- vi. Results achieved/performance metrics;
- vii. Team responsible.

E.6.4.3 In addition to the above examples, provide list of any other tourist board, airline or tourism product clients that are current contracted clients of the agency network in Australia or the offices outlined in clauses E4.1 to E4.3 above.

E.6.4.4 Please summarise in less than 1 x A4 page the key learnings and your observations on how to best maximise relationships and successful creative outputs for tourism clients derived from this experience in Australia and overseas.

E.6.5 Australian Agency Government Experience

E.6.5.1 Provide details of recent (since January 2006) Australian agency experience in managing creative campaigns for Government¹ clients. Please provide:

- i. a full list of the Federal and/or State government clients with dates of assignment;
- ii. brief description of the best example of work for these clients including campaign objectives, target audience, indicative media budget, media split and timing of campaign, creative examples (include on USB stick); and
- iii. personnel involved if they are part of Tourism Australia's nominated team.

E.6.5.2 Please summarise in less than 1 x A4 page the key learnings and your observations on how to best maximise relationships and successful creative outputs for government clients derived from this experience.

Compliance Statements

E.7 Provide your Compliance Statements

E.7.1 RFT Part A, Part C, Part D Terms and Conditions - Form of response

E.7.1.1 Tenderers are to provide a compliance statement for each clause of Part A, Part C and Part D of the RFT (RFT Terms and Conditions). If appropriate, compliance may be indicated against groups of clauses, eg 'clauses 11.1 - 11.7 inclusive', or 'all'. Please complete the Microsoft Excel terms and conditions compliance spreadsheet "Compliance - RFT Terms and Conditions.xls". Please refer to section D.3.1 for descriptions of the terms for compliance.

¹ A government client is defined as any Federal or State government department, or Statutory bodies

E.7.2 RFT Part B - Statement of Requirement - Form of response

- E.7.2.1 Tenderers are to provide a compliance statement for each clause of Part B, (Statement of Requirement). If appropriate, compliance may be indicated against groups of clauses, eg 'clauses 11.1 - 11.7 inclusive', or 'all'. Please complete the Microsoft Excel terms and conditions compliance spreadsheet “Compliance - Statement of Requirement.xls. Please refer to section D.3.1 for descriptions of the terms for compliance.

E.7.3 RFT Part F – Indicative Draft Contract - Form of response

- E.7.3.1 Tenderers are to provide a compliance statement for each clause of the Indicative Draft Contract in Part F. If appropriate, compliance may be indicated against groups of clauses, eg 'clauses 11.1 - 11.7 inclusive', or 'all'. Please complete the Microsoft Excel contract compliance spreadsheet “Compliance – Indicative Draft Contract.xls”. Please refer to section D.3.1 for descriptions of the terms for compliance.

E.8 Pricing

E.8.1 Provide your Pricing

- E.8.1.1 The proposed structure of the fees payable for these services will be as follows:
- i. A global retainer fee to cover all Brand activity services (account management, strategic development, creative concept development);
 - ii. Fees for Co-operative activity (account management, creative concept development/adaptation) will be paid market-by-market according to actual head hours incurred, charged using an agreed resources rate card;
 - iii. Any creative materials production work carried out in-house by the agency will be charged market-by-market against an agreed production rate card.
- E.8.1.2 The expected volume of creative work for year 1 and media spend by market has been provided in the pricing spreadsheet. Please use this as the basis on which to assess and complete your proposal.
- E.8.1.3 Please complete the Microsoft Excel pricing spreadsheet “Pricing.xls” **Note:** This spreadsheet contains the following three (3) sections:
- i. A Brand retainer fee pricing sheet, to be calculated based on the example workload for year 1 by market
 - ii Agency staff head hour rate card for key markets by title/position
 - iii Materials production rate card for in-house creative production for key markets

E.8.2 Competitive Neutrality

- E.8.2.1 Tenderers who are government entities, and subject to National Competition Policy, should identify the percentage of the tendered price which forms the competitive neutrality adjustment for Taxation Neutrality; Debt Neutrality; Regulatory Neutrality; Rate of Return; and Costing of Shared Resources.

Tenderer's Declaration

E.9 Provide your Tenderer Declaration**E.9.1 Required Declaration Response**

- E.9.1.1 Please complete the Tenderer's Declaration ("Tenderer Declaration.doc").

PART F INDICATIVE DRAFT CONTRACT

F.1 Terms and Conditions of Supply

- F.1.1.1 The Indicative Draft Contract is attached as a separate document (and contained in a separate file: Indicative Creative Services Draft Contract pdf), however forms part of this RFT.

PART G TENDERER'S CHECKLIST

Note: This is for Tenderers' information only. Please do not submit this with tender response.

For Tenderers' information only. Not required to be submitted with tender response.

RFT Requirement	Action	Checked
Lodgement Requirements	Noted	☐
Closing Time	Noted	☐
Tender validity period	Noted	☐
Minimum Format and Content Requirements	Noted	☐
Tender Evaluation process	Noted	☐
Tender Evaluation criteria	Noted	☐
Statement of Requirements	Noted	☐
Conditions for Participation	Noted	☐
Response to Tenderers Details	Completed	☐
Response to Conditions for Participation in	Completed	☐
Response to Statement of Requirements in	Completed	☐
Response to Compliance Statements	Completed	☐
Creative Services Capabilities Spreadsheet	Completed	☐

Pricing details	Completed	☐
Tenderer's Declaration	Completed	☐
Indicative Draft Contract	Noted	☐