



Commonwealth of Australia

## *Standard Form Request for Offer (RFO)*

### **Background**

- A The Commonwealth as represented by the Department of Immigration and Border Protection is seeking offers for the provision of the Goods and/or Services described in *RFO Schedule 1 – Statement of Requirement*.
- B Each Tenderer to this RFO is expected to
- (i) fully inform itself on all aspects of the work required to be performed;
  - (ii) submit its offer on the template provided at *RFO Schedule 2 – Offer*; and
  - (iii) submit its offer in accordance with *RFO Schedule 1 – Statement of Requirement*.
- C Each Tenderer, by submitting its offer, agrees that the offer is subject to the *Commonwealth General Conditions of Offer* (available at <https://www.tenders.gov.au/?event=public.document.list>) and any special conditions included as *RFO Schedule 3 – Special Conditions of Offer* and agrees to comply with those conditions.
- D Acceptance of an offer will occur only when a purchase order is issued or a contract is executed. Any such purchase order will incorporate the *Commonwealth General Conditions Purchase Order Conditions* (available at <https://www.tenders.gov.au/?event=public.document.list>) Any such Contract will incorporate the *Commonwealth General Conditions of Contract* (available at <https://www.tenders.gov.au/?event=public.document.list>) including any *Special Conditions of Contract*.
- E The Commonwealth, at its discretion, may discontinue this RFO, decline to accept any offer, decline to issue any contract or satisfy its requirement separately from this RFO process.

**RFO Schedule 1 – Statement of Requirement****Key Dates and Details**

Event	Dates
Closing Time	2pm Friday 11 April 2014 Canberra local time.
Expected execution of Contract or issue of purchase order	Tuesday 22 April 2014
RFO Distribution	RFO documentation including any updates is available from: s. 22(1)(a)(ii) Campaign Manager s. 22(1)(a)(ii) <a href="http://immi.gov.au">immi.gov.au</a>
Lodgement Method	Offers should be lodged with s. 22(1)(a)(ii) at s. 22(1)(a)(ii) <a href="http://immi.gov.au">immi.gov.au</a> by the closing time specified above.  You must include the RFO number and your name and contact details in your offer.  Quotations must be in Australian dollars and inclusive of all applicable costs, including travel, royalties, levies, duties, taxes and charges required for the proper completion of the contract, and are to be inclusive of any GST.  Responses that do not include all of the required information may not be further considered.
Contact Officer	For all matters relating to this RFO, the Commonwealth's Contact Officer will be:  Name: s. 22(1)(a)(ii) Telephone: 02 s. 22(1)(a)(ii) Email: s. 22(1)(a)(ii) <a href="mailto:immi.gov.au">immi.gov.au</a>

**The Goods and/or Services**

The Commonwealth is seeking offers for concept testing market research, for a proposed onshore anti-people smuggling campaign.

The Commonwealth requires one round of concept testing research. The concept testing will test the creative materials for effectiveness with the target audiences.

The target audiences for the communication activity are onshore diaspora communities resident in Australia, including:



s.33(a)(ii)

The legacy caseload, including those in offshore processing centres, immigration detention centres and in the Australian community, is included in the above communities.

The proposed campaign is intended to:

- inform target audiences of the changes to Australia's asylum seeker policy, reinforcing the offshore communication activities undertaken by the Operation Sovereign Borders Joint Agency Taskforce
- encourage target audiences to pass on this information to their family and friends offshore.

It is not intended to target the broader Australian public.

The final creative materials will be run in-language in ethnic media as appropriate to the above target audiences.

The largest onshore communities of all selected nationalities are in Sydney and Melbourne; however, there are substantial communities in Brisbane and Adelaide.

The communities vary greatly in terms of cultural difference, migration drivers and methods of migrating.

#### Service requirements

The services required are:

- concept testing of the following (English language) materials:
  - TVC (video file format as agreed with Contractor plus transcript)
  - radio ad script
  - press ad
  - online banner ad storyboards
- ability to perform on extremely tight turnarounds required
- concept testing to start ASAP after 22 April 2014
- topline report with recommendations to be provided verbally and by email, followed by a comprehensive written report
- final written report required by 16 May 2014.

#### Timeline for requirements

Action	Time required
Brief sent to consultants	3 April 2014
Proposals due	11 April
Contract signed and work commences	22 April
Concept testing fieldwork	29 April-2 May
Topline report to Commonwealth	9 May
Final report to Commonwealth for approval	16 May

Dates are subject to confirmation.

Released by Department of Home Affairs  
under the Freedom of Information Act 1982

Facilities and assistance offered by the Commonwealth	Not applicable
Commonwealth Material	The Commonwealth will supply the creative materials for testing in a format agreed in writing with the Contractor.
Delivery Address and Instructions for Goods and/or Services	Recruitment screeners, discussion guides and reports are to be delivered to s. 22(1)(a)(ii) <a href="http://immi.gov.au">immi.gov.au</a>

**Standards and Best Practice**

Services will be provided using processes that reflect industry best-practice.

**Intellectual Property**

The intellectual property arrangements that will apply are set out in Clause 1.8 of the Contract Template.



**RFO Schedule 2 – Offer**

Instructions to assist Tenderers to complete their offer have been included as white text on a black background.

**Tenderer's Details**

Full legal name and postal address:

ACN/ARBN (if applicable):

ABN (if applicable):

***Contact Officer***

For all matters relating to this RFO, the Tenderer's Contact Officer will be:

Name/position title:

Telephone

Mobile:

Email:

***Contract Manager*****Instruction to Tenderers:**

Tenderers should provide the requested details of the person who is the Tenderer's proposed Contract Manager, responsible for general liaison and accepting and issuing any written notices under the contract, if a contract is awarded.

Name/position title:

Telephone:

Mobile:

***Address for Notices:***

Name/position title:

Postal Address:

Email Address:

**Tenderer's Offer****Instruction to Tenderers:**

Tenderers should describe how they will meet the Commonwealth's requirements set out in Schedule 1. This section should be limited to no more than 15 A4 pages with a minimum 11pt font size and 1.5 line spacing.

**Proven Capacity*****Statement of Skills and Experience*****Instruction to Tenderers:**

Tenderers should provide evidence of their skills and experience in providing the Goods and/or Services.

***Specified Personnel*****Instruction to Tenderers:**

If the quality of the Tenderer's offer is based on the experience of its personnel, or a particular security requirement is stated in RFO Schedule 1, the Tenderer should provide full details here. Attach CVs where appropriate. If no Specified Personnel or security requirements, insert "Not applicable". Note that any fees shown in this table form part of the pricing table below – they are not additional.

Name	Position/Role	Rate (\$A, duty paid, GST exclusive)	Rate (\$A, duty paid, GST inclusive)	Anticipated Time	Total for Person
				Total GST exclusive	\$A
				Total GST	\$A
				Total GST inclusive	\$A

### Subcontractors

#### Instruction to Tenderers:

Tenderers must provide (in the form of the table below) details of subcontractors that the Tenderer proposes to engage to deliver the Goods and/or Services. If no subcontractors will be used insert "Not applicable".

Proposed subcontractor (full legal name & ABN/ACN)	Scope of works to be subcontracted and technical significance	Fees and associated expenses (GST exclusive)	Fees and associated expenses (GST inclusive)

### Referees

#### Instruction to Tenderers:

Tenderers are to provide details of at least two referees relevant to this Offer. Referees selected are to have direct working knowledge of the Tenderer's capabilities and capacities in relation to similar Goods and/or Services. Daytime contact details for each referee must also be provided to ensure that the Commonwealth will have appropriate access to the referees listed.

Referee Name	Position/Company	Phone No:	Email Address

### Pricing

#### Prices for Services

#### Instruction to Tenderers:

If no Services, delete table and insert "Not applicable".

Task	Milestone Deliverable (if applicable)	Milestone Delivery Date (if applicable)	Payment Schedule (\$A, duty paid, GST exclusive)	Payment Schedule (\$A GST component)	Payment Schedule (\$A, duty paid, GST inclusive)
				Total GST exclusive	\$A
				Total GST	\$A
				Total GST inclusive	\$A

### Facilities and Assistance

#### Instruction to Tenderers:

If the Tenderer's proposal and pricing is based on the Commonwealth providing any facilities and assistance, these should be stated here. You may refer to the facilities and assistance (if any) offered by the Commonwealth in *RFO Schedule 1 – Statement of Requirement*, by inserting 'we require only the facilities and assistance offered by the Commonwealth in *RFO Schedule 1 – Statement of Requirement*.' If no facilities or assistance is required, insert "Not applicable". Note that any costs incurred by the Commonwealth in providing the proposed facilities and assistance will be considered in evaluating the comparative value for money of the proposal.

### Insurance

#### Instruction to Tenderers:

Tenderers should note that the *General Conditions of Contract clause 2.9* requires the Supplier to decide which insurances it would be prudent to hold in relation to this offer and this information will be considered as part of the evaluation. Therefore Tenderers must provide details of the insurance they want the tender evaluation committee to consider in the table below. If no policy is held for a particular type of insurance write 'nil' in the relevant space. If requested, the successful Tenderer must provide the Agency with evidence of the listed insurances before a contract will be executed.

Insurance details			
Type	Insurer	Total amount of insurance cover (including details of any limits on a per claim or aggregate basis)	Expiry Date of Policy
Professional Indemnity			
Public Liability			
Workers Compensation			

### Additional Information

#### Instruction to Tenderers:

Tenderers should provide additional details, if any, that the Tenderer wants the Commonwealth to consider here. This should be as brief as possible and may not exceed two A4 pages. If a real or perceived conflict of interest would exist if the Supplier entered into a contract with the Commonwealth for the Goods and/or Services in this offer, full details should be included here.



**Administrative Information*****Confidentiality of Tenderer Information*****Instruction to Tenderers:**

Tenderers must identify, in the table below, any aspects of their offer that they consider should be kept confidential, with reasons. If none, the Tenderers should complete the table with 'Nil' and "Not applicable" in the relevant columns.

Tenderers should note that the Commonwealth will only agree to treat information as confidential in cases that it considers appropriate. In the absence of such agreement, the Commonwealth has the right to disclose any information contained in the offer.

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

Provisions considered necessary to be confidential	Reasons for requesting confidentiality



## Declaration by Tenderer

The Tenderer offers to provide the Goods and/or Services described in *Schedule 1* to the RFO (*Statement of Requirement*) on the following terms:

- The terms of the RFO including *Schedule 1* to the RFO (*Statement of Requirement*)
- the *Commonwealth General Conditions of Offer* (available at <https://www.tenders.gov.au/?event=public.document.list>) in the form it appears at 9:00 am (local Canberra time) on the date of this offer;
- this *Schedule 2* to the RFO (*Offer*); and
- the special conditions (if any) in *Schedule 3* to the RFO.

These documents collectively comprise the Tenderer's "Offer".

## The Offer

The Tenderer agrees to enter into a contract to provide the Goods and/or Services in accordance with its Offer in the form of the *Standard Form Contract* attached to, or provided with, this RFO which incorporates by reference the *Commonwealth General Conditions of Contract* (available at <https://www.tenders.gov.au/?event=public.document.list>) even if those conditions are not attached to the contract.

The Tenderer agrees that the Commonwealth may accept or decline to accept the Tenderer's Offer in its discretion. No commitment or contract exists until a contract in the form of the *Standard Form Contract* (which includes *Commonwealth General Conditions of Contract* including any *Special Conditions of Contract* required by the Commonwealth) is executed by both parties. The Tenderer agrees that the Commonwealth is not required to enter into any contract in connection with the RFO.

The Tenderer agrees that participation in any stage of the RFO process is at the Tenderer's sole risk and cost.

## Unpaid Employee Entitlements

The Tenderer warrants that neither it nor its proposed subcontractors (if any) has a judicial decision against it (excluding decisions under appeal) relating to unpaid employee entitlements where the entitlements remain unpaid.

## Conflict of Interest

The Tenderer agrees to notify the Commonwealth immediately if an actual or potential conflict of interest arises.

## Criminal Code Acknowledgement

The Tenderer acknowledges that the giving of false or misleading information to the Commonwealth is a serious offence under section 137(1) of the schedule to the *Criminal Code Act 1995 (Cth)*.

## Compliance with Workplace Gender Equality Act

The Tenderer warrants that neither it nor any of its proposed subcontractors (if any) is currently named as not complying with the *Workplace Gender Equality Act 2012* available at <http://www.wgea.gov.au/>.

## Improper Assistance with Preparing Offer

The Tenderer warrants that its Offer has not been prepared with the improper assistance of employees or contractors or former (within the previous twelve months) employees or contractors of the Commonwealth or with improperly obtained information.

..... Signatory's printed name:	..... Signatory's signature:
..... Signatory's Position	..... Date
..... Signatory's Phone Number	..... Signatory's Email Address
..... Witness's printed name	..... Witness's signature

**RFO Schedule 3 – Special Conditions of Offer****1. Work Health and Safety**

*Where the Contractor is a PCBU for WHS Act purposes, please use option 1 and remove option 2. Where the Contractor is not a PCBU for WHS Act purposes, please use option 2 and delete option 1.*

**OPTION 1**

The Contractor must ensure that in carrying out the Services, it complies with its duty under the WHS Legislation to consult, cooperate and coordinate activities with all other persons who have a work health and safety duty in relation to the same matter, including eliminating or, alternatively, minimising risk to health and safety so far as is reasonably practicable.

**OPTION 2**

The Contractor must, in providing the Services, eliminate or alternatively minimise risk to health and safety so far as is reasonably practicable.

**2. Engagement of Illegal Workers prohibited**

**2.1. For the purposes of this Clause 23, an "illegal worker" is a person who is an Unlawful Non-Citizen, or a Non-Citizen who is performing work in breach of a Visa Work Condition, and the following definitions also apply:**

- a. "Contractor" will, where the context so admits, include the officers, employees, volunteers, bailees, agents and Approved Subcontractors of the Contractor; and
- b. "Non-Citizen" has the same meaning as under the *Migration Act 1958*;
- c. "Unlawful Non-Citizen" has the same meaning as under the *Migration Act 1958*; and
- d. "Visa Work Condition" means a condition of a visa restricting the work that the Non-Citizen may do in Australia,

and a reference to the *Migration Act 1958* is a reference to that Act as amended or replaced from time to time.

**2.2. The Contractor must ensure that no employee or independent contractor, including those engaged by any subcontractors, is an illegal worker.**

**2.3. The Contractor must make compliance by any subcontractors with the provisions of this Clause 23 a condition of any subcontract.**

**2.4. The Contractor must remove, or cause to be removed, any illegal worker from any involvement in the carrying out of the Services and arrange for their replacement at no cost and immediately upon becoming aware of the involvement of the illegal worker.**

**2.5. For the avoidance of doubt, compliance with the Contractor's obligations under this Clause 23 will not constitute a force majeure event, give rise to an entitlement to claim any delay or otherwise excuse the Contractor from compliance with its obligations under this Contract.**

**2.6. When requested in writing, the Contractor will provide evidence within 14 days that it has taken all reasonable steps to ensure that it has complied and is complying with its obligations under this Clause 23.**

**2.7. Contractors may check their entitlement to work in Australia at [www.immi.gov.au/vevo](http://www.immi.gov.au/vevo)**

## *Standard Form Request for Offer (RFO)*

### **Background**

A The Commonwealth as represented by the Department of Immigration and Border Protection is seeking offers for the provision of the Goods and/or Services described in *RFO Schedule 1 – Statement of Requirement*.

B Each Tenderer to this RFO is expected to

- (i) fully inform itself on all aspects of the work required to be performed;
- (ii) submit its offer on the template provided at *RFO Schedule 2 – Offer*; and
- (iii) submit its offer in accordance with *RFO Schedule 1 – Statement of Requirement*.

C Each Tenderer, by submitting its offer, agrees that the offer is subject to the *Commonwealth General Conditions of Offer* (available at <https://www.tenders.gov.au/?event=public.document.list>) and any special conditions included as *RFO Schedule 3 – Special Conditions of Offer* and agrees to comply with those conditions.

D Acceptance of an offer will occur only when a purchase order is issued or a contract is executed. Any such purchase order will incorporate the *Commonwealth General Conditions Purchase Order Conditions* (available at <https://www.tenders.gov.au/?event=public.document.list>). Any such Contract will incorporate the *Commonwealth General Conditions of Contract* (available at <https://www.tenders.gov.au/?event=public.document.list>) including any *Special Conditions of Contract*.

E The Commonwealth, at its discretion, may discontinue this RFO, decline to accept any offer, decline to issue any contract or satisfy its requirement separately from this RFO process.





**RFO Schedule 1 – Statement of Requirement****Key Dates and Details**

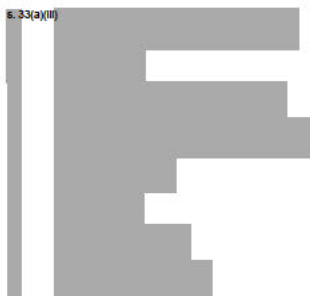
Event	Dates
Closing Time	2pm Friday 2 May 2014 Canberra local time.
Expected execution of Contract or issue of purchase order	Friday 9 May 2014
RFO Distribution	RFO documentation including any updates is available from: s. 22(1)(a)(ii) Campaign Manager s. 22(1)(a)(ii) <a href="http://immi.gov.au">immi.gov.au</a>
Lodgement Method	Offers should be lodged with s. 22(1)(a)(ii) at s. 22(1)(a)(ii) <a href="http://immi.gov.au">immi.gov.au</a> by the closing time specified above.  You must include the RFO number and your name and contact details in your offer.  Quotations must be in Australian dollars and inclusive of all applicable costs, including travel, royalties, levies, duties, taxes and charges required for the proper completion of the contract, and are to be inclusive of any GST.  Responses that do not include all of the required information may not be further considered.
Contact Officer	For all matters relating to this RFO, the Commonwealth's Contact Officer will be:  Name: s. 22(1)(a)(ii) Telephone: 02 s. 22(1)(a)(ii) Email: s. 22(1)(a)(ii) <a href="mailto:immi.gov.au">immi.gov.au</a>

**The Goods and/or Services**

The Commonwealth is seeking offers for benchmarking, tracking and evaluation market research, for a proposed onshore anti-people smuggling campaign. The research is to provide a comprehensive understanding of the levels of awareness and understanding of the *No way* campaign and recent changes in Australia's migration policy, as well as voluntary returns services.

Australia's migration policy changed in September 2013, and in May 2014, the department plans to launch the *No way* communication campaign to inform the following diaspora communities:

s. 33(a)(ii)



Released by Department of Home Affairs  
under the Freedom of Information Act 1982





The survey results must be able to be broken down by the above listed communities.

The proposed campaign is intended to:

- inform target audiences of the changes to Australia's asylum seeker policy, reinforcing the offshore communication activities undertaken by the Operation Sovereign Borders Joint Agency Taskforce
- inform target audiences of the voluntary returns services option
- encourage target audiences to pass on this information to their family and friends offshore.

It is not intended to target the broader Australian public.

Benchmarking market research will be required prior to the start of the campaign activities.

The information required from the benchmarking and tracking/evaluation research comprises:

- general knowledge regarding travelling to Australia
- understanding of the visa process
- knowledge and awareness of people coming to Australia by boat without visas
- levels of knowledge about Australia's asylum seeker policy
- knowledge of campaign key messages
- knowledge and awareness of the voluntary returns services option
- information access and sharing (including where they have seen or heard of the campaign materials)
- understanding of responsibility for sharing information.

The campaign creative materials will be run in-language in ethnic media as appropriate to the above target audiences.

The largest onshore communities of all selected nationalities are in Sydney and Melbourne; however, there are substantial communities in Brisbane and Adelaide.

The communities vary greatly in terms of cultural difference, migration drivers and methods of migrating.

The successful consultant may be required to undertake other phases of tracking/evaluation research if the campaign is extended into the next financial year. The focus of this brief is to provide benchmarking research this financial year, however consultants should also indicate their skills and capacity to undertake later phases of research, to inform and evaluate the possible continued communication activity. The further rounds are proposed for July/August and October/November 2014.

The budget for the benchmarking evaluation research in 2013-14 financial year is \$120,000 ex GST.

### Service requirements

The services required are:

- a) quantitative benchmarking, tracking and evaluation market research to inform onshore anti-people smuggling messaging and communication activity, including the No way campaign and voluntary returns services. This research will provide a comprehensive understanding of levels of awareness and understanding of the recent changes in Australia's asylum seeker policy
- b) detailed analysis of the effectiveness of the communication channels used to date and recommendations for any improvements to the current communication strategy, including:
  - current knowledge of asylum seeker policy
  - current knowledge, beliefs and attitudes toward boat journeys
  - current sources of information about migration
  - current awareness of No way campaign
  - No way receptive mediums, for example website, social media, ethnic media, community engagement, advertising

- current knowledge, beliefs and attitudes toward voluntary returns services.
- c) delivery of a written report including:
  - research instruments for example, questionnaires, discussion guides
  - a summary of the research methodology
  - dates for when the fieldwork was conducted
  - a summary of fieldwork statistics
  - weighting specifications
  - analysis and interpretation of research results
  - recommendations enabling the department to apply research results to conduct effective communication activities.
- ability to perform on extremely tight turnarounds required
- topline report with recommendations to be provided verbally and by email, followed by a comprehensive written report as per item c) above
- final written report as per item c) above required by 6 June 2014.

### Timeline for requirements

Action	Time required
Brief sent to consultants	16 April 2014
Proposals due	2pm 2 May
Contract signed and work commences	9 May
Benchmarking fieldwork	16-30 May (sooner if possible)
Topline report to Commonwealth	6 June
Final report to Commonwealth for approval	20 June

Dates are subject to confirmation.

Facilities and assistance offered by the Commonwealth	Not applicable
Commonwealth Material	Not applicable
Delivery Address and Instructions for Goods and/or Services	Recruitment screeners, discussion guides and reports are to be delivered to s. 22(1)(a)(ii) <a href="http://immi.gov.au">immi.gov.au</a>

### Standards and Best Practice

Services will be provided using processes that reflect industry best-practice.

### Intellectual Property

The intellectual property arrangements that will apply are set out in Clause 1.8 of the Contract Template.



**RFO Schedule 2 – Offer**

Instructions to assist Tenderers to complete their offer have been included as white text on a black background.

**Tenderer's Details**

Full legal name and postal address:

ACN/ARBN (if applicable):

ABN (if applicable):

***Contact Officer***

For all matters relating to this RFO, the Tenderer's Contact Officer will be:

Name/position title:

Telephone

Mobile:

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***Contract Manager*****Instruction to Tenderers:**

Tenderers should provide the requested details of the person who is the Tenderer's proposed Contract Manager, responsible for general liaison and accepting and issuing any written notices under the contract, if a contract is awarded.

Name/position title:

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***Address for Notices:***

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**Tenderer's Offer****Instruction to Tenderers:**

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**Proven Capacity*****Statement of Skills and Experience*****Instruction to Tenderers:**

Tenderers should provide evidence of their skills and experience in providing the Goods and/or Services.

***Specified Personnel*****Instruction to Tenderers:**

If the quality of the Tenderer's offer is based on the experience of its personnel, or a particular security requirement is stated in RFO Schedule 1, the Tenderer should provide full details here. Attach CVs where appropriate. If no Specified Personnel or security requirements, insert "Not applicable". Note that any fees shown in this table form part of the pricing table below – they are not additional.

Name	Position/Role	Rate (\$A, duty paid, GST exclusive)	Rate (\$A, duty paid, GST inclusive)	Anticipated Time	Total for Person
				Total GST exclusive	\$A
				Total GST	\$A
				Total GST inclusive	\$A

### Subcontractors

#### Instruction to Tenderers:

Tenderers must provide (in the form of the table below) details of subcontractors that the Tenderer proposes to engage to deliver the Goods and/or Services. If no subcontractors will be used insert "Not applicable".

Proposed subcontractor (full legal name & ABN/ACN)	Scope of works to be subcontracted and technical significance	Fees and associated expenses (GST exclusive)	Fees and associated expenses (GST inclusive)

### Referees

#### Instruction to Tenderers:

Tenderers are to provide details of at least two referees relevant to this Offer. Referees selected are to have direct working knowledge of the Tenderer's capabilities and capacities in relation to similar Goods and/or Services. Daytime contact details for each referee must also be provided to ensure that the Commonwealth will have appropriate access to the referees listed.

Referee Name	Position/Company	Phone No:	Email Address

### Pricing

#### Prices for Services

#### Instruction to Tenderers:

If no Services, delete table and insert "Not applicable".

Task	Milestone Deliverable (if applicable)	Milestone Delivery Date (if applicable)	Payment Schedule (\$A, duty paid, GST exclusive)	Payment Schedule (\$A GST component)	Payment Schedule (\$A, duty paid, GST inclusive)
				Total GST exclusive	\$A
				Total GST	\$A
				Total GST inclusive	\$A

### Facilities and Assistance

#### Instruction to Tenderers:

If the Tenderer's proposal and pricing is based on the Commonwealth providing any facilities and assistance, these should be stated here. You may refer to the facilities and assistance (if any) offered by the Commonwealth in *RFO Schedule 1 – Statement of Requirement*, by inserting 'we require only the facilities and assistance offered by the Commonwealth in *RFO Schedule 1 – Statement of Requirement*.' If no facilities or assistance is required, insert "Not applicable". Note that any costs incurred by the Commonwealth in providing the proposed facilities and assistance will be considered in evaluating the comparative value for money of the proposal.

### Insurance

#### Instruction to Tenderers:

Tenderers should note that the *General Conditions of Contract clause 2.9* requires the Supplier to decide which insurances it would be prudent to hold in relation to this offer and this information will be considered as part of the evaluation. Therefore Tenderers must provide details of the insurance they want the tender evaluation committee to consider in the table below. If no policy is held for a particular type of insurance write 'nil' in the relevant space. If requested, the successful Tenderer must provide the Agency with evidence of the listed insurances before a contract will be executed.

Insurance details			
Type	Insurer	Total amount of insurance cover (including details of any limits on a per claim or aggregate basis)	Expiry Date of Policy
Professional Indemnity			
Public Liability			
Workers Compensation			

### Additional Information

#### Instruction to Tenderers:

Tenderers should provide additional details, if any, that the Tenderer wants the Commonwealth to consider here. This should be as brief as possible and may not exceed two A4 pages. If a real or perceived conflict of interest would exist if the Supplier entered into a contract with the Commonwealth for the Goods and/or Services in this offer, full details should be included here.



**Administrative Information*****Confidentiality of Tenderer Information*****Instruction to Tenderers:**

Tenderers must identify, in the table below, any aspects of their offer that they consider should be kept confidential, with reasons. If none, the Tenderers should complete the table with 'Nil' and "Not applicable" in the relevant columns.

Tenderers should note that the Commonwealth will only agree to treat information as confidential in cases that it considers appropriate. In the absence of such agreement, the Commonwealth has the right to disclose any information contained in the offer.

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

Provisions considered necessary to be confidential	Reasons for requesting confidentiality

## Declaration by Tenderer

The Tenderer offers to provide the Goods and/or Services described in *Schedule 1* to the RFO (*Statement of Requirement*) on the following terms:

- The terms of the RFO including *Schedule 1* to the RFO (*Statement of Requirement*)
- the *Commonwealth General Conditions of Offer* (available at <https://www.tenders.gov.au/?event=public.document.list>) in the form it appears at 9:00 am (local Canberra time) on the date of this offer;
- this *Schedule 2* to the RFO (*Offer*); and
- the special conditions (if any) in *Schedule 3* to the RFO.

These documents collectively comprise the Tenderer's "Offer".

## The Offer

The Tenderer agrees to enter into a contract to provide the Goods and/or Services in accordance with its Offer in the form of the *Standard Form Contract* attached to, or provided with, this RFO which incorporates by reference the *Commonwealth General Conditions of Contract* (available at <https://www.tenders.gov.au/?event=public.document.list>) even if those conditions are not attached to the contract.

The Tenderer agrees that the Commonwealth may accept or decline to accept the Tenderer's Offer in its discretion. No commitment or contract exists until a contract in the form of the *Standard Form Contract* (which includes *Commonwealth General Conditions of Contract* including any *Special Conditions of Contract* required by the Commonwealth) is executed by both parties. The Tenderer agrees that the Commonwealth is not required to enter into any contract in connection with the RFO.

The Tenderer agrees that participation in any stage of the RFO process is at the Tenderer's sole risk and cost.

## Unpaid Employee Entitlements

The Tenderer warrants that neither it nor its proposed subcontractors (if any) has a judicial decision against it (excluding decisions under appeal) relating to unpaid employee entitlements where the entitlements remain unpaid.

## Conflict of Interest

The Tenderer agrees to notify the Commonwealth immediately if an actual or potential conflict of interest arises.

## Criminal Code Acknowledgement

The Tenderer acknowledges that the giving of false or misleading information to the Commonwealth is a serious offence under section 137(1) of the schedule to the *Criminal Code Act 1995 (Cth)*.

## Compliance with Workplace Gender Equality Act

The Tenderer warrants that neither it nor any of its proposed subcontractors (if any) is currently named as not complying with the *Workplace Gender Equality Act 2012* available at <http://www.wgea.gov.au/>.

## Improper Assistance with Preparing Offer

The Tenderer warrants that its Offer has not been prepared with the improper assistance of employees or contractors or former (within the previous twelve months) employees or contractors of the Commonwealth or with improperly obtained information.

..... Signatory's printed name:	..... Signatory's signature:
..... Signatory's Position	..... Date
..... Signatory's Phone Number	..... Signatory's Email Address
..... Witness's printed name	..... Witness's signature

**RFO Schedule 3 – Special Conditions of Offer****1. Work Health and Safety**

*Where the Contractor is a PCBU for WHS Act purposes, please use option 1 and remove option 2. Where the Contractor is not a PCBU for WHS Act purposes, please use option 2 and delete option 1.*

**OPTION 1**

The Contractor must ensure that in carrying out the Services, it complies with its duty under the WHS Legislation to consult, cooperate and coordinate activities with all other persons who have a work health and safety duty in relation to the same matter, including eliminating or, alternatively, minimising risk to health and safety so far as is reasonably practicable.

**OPTION 2**

The Contractor must, in providing the Services, eliminate or alternatively minimise risk to health and safety so far as is reasonably practicable.

**2. Engagement of Illegal Workers prohibited**

**2.1. For the purposes of this Clause 23, an "illegal worker" is a person who is an Unlawful Non-Citizen, or a Non-Citizen who is performing work in breach of a Visa Work Condition, and the following definitions also apply:**

- a. "Contractor" will, where the context so admits, include the officers, employees, volunteers, bailees, agents and Approved Subcontractors of the Contractor; and
- b. "Non-Citizen" has the same meaning as under the *Migration Act 1958*;
- c. "Unlawful Non-Citizen" has the same meaning as under the *Migration Act 1958*; and
- d. "Visa Work Condition" means a condition of a visa restricting the work that the Non-Citizen may do in Australia,

and a reference to the *Migration Act 1958* is a reference to that Act as amended or replaced from time to time.

**2.2. The Contractor must ensure that no employee or independent contractor, including those engaged by any subcontractors, is an illegal worker.**

**2.3. The Contractor must make compliance by any subcontractors with the provisions of this Clause 23 a condition of any subcontract.**

**2.4. The Contractor must remove, or cause to be removed, any illegal worker from any involvement in the carrying out of the Services and arrange for their replacement at no cost and immediately upon becoming aware of the involvement of the illegal worker.**

**2.5. For the avoidance of doubt, compliance with the Contractor's obligations under this Clause 23 will not constitute a force majeure event, give rise to an entitlement to claim any delay or otherwise excuse the Contractor from compliance with its obligations under this Contract.**

**2.6. When requested in writing, the Contractor will provide evidence within 14 days that it has taken all reasonable steps to ensure that it has complied and is complying with its obligations under this Clause 23.**

**2.7. Contractors may check their entitlement to work in Australia at [www.immi.gov.au/vevo](http://www.immi.gov.au/vevo)**





Commonwealth of Australia

## *Standard Form Request for Offer (RFO)*

### **Background**

- A The Commonwealth as represented by the Department of Immigration and Border Protection is seeking offers for the provision of the Goods and/or Services described in *RFO Schedule 1 – Statement of Requirement*.
- B Each Tenderer to this RFO is expected to
- (i) fully inform itself on all aspects of the work required to be performed;
  - (ii) submit its offer on the template provided at *RFO Schedule 2 – Offer*; and
  - (iii) submit its offer in accordance with *RFO Schedule 1 – Statement of Requirement*.
- C Each Tenderer, by submitting its offer, agrees that the offer is subject to the *Commonwealth General Conditions of Offer* (available at <https://www.tenders.gov.au/?event=public.document.list>) and any special conditions included as *RFO Schedule 3 – Special Conditions of Offer* and agrees to comply with those conditions.
- D Acceptance of an offer will occur only when a purchase order is issued or a contract is executed. Any such purchase order will incorporate the *Commonwealth General Conditions Purchase Order Conditions* (available at <https://www.tenders.gov.au/?event=public.document.list>) Any such Contract will incorporate the *Commonwealth General Conditions of Contract* (available at <https://www.tenders.gov.au/?event=public.document.list>) including any *Special Conditions of Contract*.
- E The Commonwealth, at its discretion, may discontinue this RFO, decline to accept any offer, decline to issue any contract or satisfy its requirement separately from this RFO process.

**RFO Schedule 1 – Statement of Requirement****Key Dates and Details**

Event	Dates
Closing Time	2pm Friday 4 July 2014 Canberra local time.
Expected execution of Contract or issue of purchase order	15 July 2014
RFO Distribution	RFO documentation including any updates is available from: s. 22(1)(a)(ii) Campaign Manager s. 22(1)(a)(ii) <a href="http://immi.gov.au">immi.gov.au</a>
Lodgement Method	Offers should be lodged with s. 22(1)(a)(ii) at s. 22(1)(a)(ii) <a href="http://immi.gov.au">immi.gov.au</a> by the closing time specified above.  You must include the RFO number and your name and contact details in your offer.  Quotations must be in Australian dollars and inclusive of all applicable costs, including travel, royalties, levies, duties, taxes and charges required for the proper completion of the contract, and are to be inclusive of any GST.  Responses that do not include all of the required information may not be further considered.
Contact Officer	For all matters relating to this RFO, the Commonwealth's Contact Officer will be:  Name: s. 22(1)(a)(ii) Telephone: 02 s. 22(1)(a)(ii) Email: s. 22(1)(a)(ii) <a href="http://immi.gov.au">immi.gov.au</a>

**The Goods and/or Services****Background****Anti-people smuggling campaign**

This campaign aims to inform relevant diaspora communities of the changes to Australia's asylum seeker policy and to reinforce the offshore communication activities undertaken by the Operation Sovereign Borders Joint Agency Taskforce (JATF).

The JATF is responsible for undertaking communication activities in offshore source and transit countries. The department is jointly responsible for complementary onshore communication activities.

The market research undertaken for this campaign showed the importance of friends and family as a source of information on asylum seeker policy in the target communities (see Attachment A for draft report of findings). Therefore continued communication of policy changes to onshore diaspora communities is important.

## Voluntary returns campaign

Communicating to IMAs and informing them of the option of returning home plays an important role in the status resolution approach. This messaging needs to be consistent and delivered in an appropriate setting by staff, service providers, community stakeholders and the Australian Government.

The International Organization for Migration (IOM) delivers return services on behalf of the department; however the department can also facilitate voluntary return services where IOM cannot provide assistance. IOM are also contracted by the department to communicate about voluntary returns and the department works with them to ensure consistency of message. The successful supplier should factor in IOM and departmental approval timeframes where IOM are mentioned or their logo used in products.

The current referral rates for Australia's Assisted Voluntary Return and Reintegration Assistance programmes are low. There was a jump in returns when the offshore processing policy was implemented; however the spike has dropped off in the months since, as those who were already likely to return have returned. The remaining illegal maritime arrivals (IMAs) plan to 'wait and see' if the policy changes, requiring more targeted messaging.

The voluntary returns project fits under the *No way* campaign as a subset. Both campaigns have the same target audiences—key messages can be delivered at the same time during the suggested communication activities.

## Key findings from market research

Initial benchmark research for the *No Way* campaign in May/June 2014 has indicated diaspora communities receive information about Australia's migration policies through:

1. family and friends (39 per cent)
2. internet (36 per cent)
3. in-language media (30 per cent), particularly television (18 per cent).

The internet was considered to be the most reliable channel for these communities—40 per cent of respondents considered the internet very reliable and 52 per cent considered it to be somewhat reliable. See **Attachment A** for the benchmark report.

The current anti-people smuggling campaign targets the same communities as the two previous anti-people smuggling campaigns (*Don't be sorry* and *By boat, no visa*), with extra cohorts targeted for this campaign, as advised by internal departmental intelligence.

The *Don't be sorry* developmental market research and benchmarking, tracking, evaluation research in June 2013 indicated the top three sources information about Australia's migration policies included:

1. family and friends (45 per cent)
2. internet (44 per cent)
3. in-language television (27 per cent).

The *By boat, no visa* tracking and evaluation research in October 2013 showed the main sources of information about changes or policy included:

1. internet
2. in-language media—particularly television
3. family and friends.

## Key issues

Current and emerging issues that could impact on the delivery and effectiveness of the campaign include:

### Misinformation in onshore communities

Concept testing of the campaign artwork and messaging has indicated there is misinformation and confusion among some cohorts about the government's current migration policies. This confusion breeds frustration. Community engagement strategies resulting from this brief should aim to address this misinformation for targeted cohorts.

### Sensitivities around hard line messages

Participants in the concept testing welcomed the official information given there are a lot of rumours and therefore uncertainty about what is true and who to trust.

The department is conducting background media briefings in June 2014 to provide accurate information about the government's policy for ethnic and mainstream media outlets.

### Literacy issues for some cohorts

s. 33(a)(iii) have literacy issues. From previous campaigns and internal intelligences, we know some cohorts also prefer face-to-face engagement and in-language engagement. The benchmark report has confirmed this, with the s. 33(a)(iii) preferring using family and friends as the main information source about Australia's migration policies.

## Communication aims

1. Activate and inspire individuals from onshore target diaspora communities to encourage those who are offshore seeking to come to Australia to use regular, lawful pathways.
2. Activate and inspire individuals from onshore target diaspora communities to encourage those in offshore processing centres, immigration detention centres or in community detention to discover their options for voluntarily returning home.

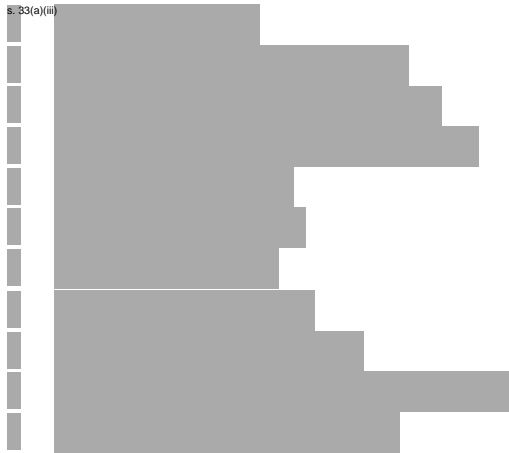
## Communication objectives

By increasing awareness and understanding of the government's migration policies, we want to encourage diaspora communities onshore to share the campaign messages with their friends and family overseas who may be considering engaging with people smugglers. Specific objectives include:

- Increasing community awareness and understanding of government refugee and humanitarian policies and programmes, including international protection commitments and refugee resettlement programmes.
- Increasing awareness and understanding in each of the target diaspora communities of the changes to Australia's approach to irregular maritime arrivals, especially as it relates to regional offshore processing.
- Increasing awareness and understanding in each of the target diaspora communities of the ordered, lawful ways of coming to Australia.
- Increasing understanding in each of the target diaspora communities that family reunion provisions are only for people who have used lawful migration options.
- Increase awareness and understanding of voluntary returns options.



## Target communities



These communities were selected (based on internal departmental intelligence) because they represent the highest proportions of illegal maritime arrivals since January 2013.

## Target demographic

- Single adult males (18-50)
- Family groups

Focus on families and adults, as this is how the key messages for the campaign will be filtered back to family/friends in home countries. Identifying a 'community champion' is helpful. Someone within the community that can and will help spread campaign messages.

There are significant benefits in having someone from the community championing actively communicating the campaign messages. Communities are more receptive and familiar with community leaders than they would be with government or an unknown agency. We want to encourage interaction and discussion so communities are fully informed about Australia's migration policy and voluntary returns options. Messages will have more community buy-in when endorsed by a community leader or a credible individual from a diaspora community.

The risks of not having a champion mean the messages won't have as great an impact with the target audience and the communications activities may not be as successful without someone from the community communicating the campaign messages.

As there were a large number of male IMAs arriving and in the legacy caseload, we will need to target the male population in certain geographic areas. See **Attachment B** for a list of geographic locations with high populations of the target communities.

## Key messages

Key messages diaspora communities need to know include:

- NO WAY. Those who come by boat will not make Australia home.
- It is the policy and practice of the Australian Government to intercept any vessel that is seeking to illegally enter Australia and safely remove it beyond our waters.
- People who travelled to Australia by boat without a visa will not end up in Australia.
- The rules apply to everyone; families, children, unaccompanied children, educated and skilled.
- No matter who they are or where they're from, they will not make Australia home.
- Think again before you and your family waste your money. People smugglers are lying.

Released by Department of Home Affairs  
under the Freedom of Information Act 1982

- Tell your family and friends overseas about the changes to Australia's asylum seeker policy and to come the right way.
- For more information visit [www.australia.gov.au/novisa](http://www.australia.gov.au/novisa)

**Detailed messages**

- The Australian Government is implementing the toughest border protection measures ever.
- People who travelled to Australia by boat without a visa will be sent offshore for processing in Nauru or Manus Island.
- They won't be able to work there, and could be waiting for a long time.
- Even if they are accepted as refugees, they will not be settled in Australia.
- Arriving by boat without a visa means it's harder to reunite with family. People who migrate to Australia lawfully are given priority when sponsoring their family to come to Australia.
- Asylum seekers can still settle permanently in Australia if they migrate through the Humanitarian, skilled worker or family migration programmes.

**Voluntary returns messages**

- Understand that because you came illegally by boat, processing your [protection/refugee] claim might take a long time.
- These policies apply to you and will not change.
- Now is the time to think about your future for you [and your family].
- You can choose to go home at any time.
- Talking to a staff member about returning home will not affect any protection claim you have.
- You may get help to start again when you get home. This can include training and a cash component determined on a case-by-case basis.
- For more information talk to IOM or any immigration staff member or visit [www.immi.gov.au/voluntaryreturns](http://www.immi.gov.au/voluntaryreturns)

**Risk management**

The successful supplier should include a risk management section as part of their strategy.

**The brief**

Within budget, we would like ideas on how we can communicate with targeted community groups in an online environment. The ideas should form a draft community engagement strategy for the No way campaign.

The successful agency will finalise the ideas agreed with the department into a final community engagement strategy for approval by the department.

We are keen to explore online options and are open to new and unique ideas on how to communicate with the targeted community groups. For example, through online forums where target audiences can gather and discuss campaign messaging.

We have previously participated in community events such as new year festivals for earlier campaigns, and will run ethnic press, radio and online advertising. The department hosted information sessions from March-May 2014 with community leaders and town-hall style with community members, arranged through our Ethnic Liaison Officer network around Australia. The department is also meeting face-to-face with ethnic and suburban press to brief them on the relevant policy changes. Please do not include these activities in your suggestions for communication activities.

Released by Department of Home Affairs  
under the Freedom of Information Act 1982

The main purpose of the community engagement strategy is to improve community engagement by interacting with the communities and talking with them about:

- the recent asylum seeker migration policy changes.
- the benefits and process associated with coming by lawful means
- returning home voluntarily through the IOM or the department.

To build a relationship between these communities and the department is also very important, as previous research has suggested that some of the community groups do not trust the government due to bad experiences in their home country.

We want to inform, start conversations and create 'informed champions'. We want the communities to spread the policy information and the messages we are trying to disseminate for this campaign.

It is also beneficial if the community engagement activities are easy to evaluate, which is why online engagement is suggested above. We want to be able to demonstrate the effectiveness of the communication activities, which may include numbers of target community members interacting with the campaign, tone of discussions and so on. Ideally, we would like to be able to show that community members have passed on campaign information to their friends and family, including those overseas.

We are happy to consider different communication approaches for different cohorts as appropriate to their specific needs, such as those with low literacy levels.

## Reporting

The department will require regular (as agreed with the successful agency) reports on progress once the implementation of the community engagement strategy starts.

Once the community engagement activities are completed, a final report will be delivered to the department, including the following:

- details of activities undertaken including dates
- statistics on numbers of community members reached, broken down by community
- statistics on numbers of community members who actively participated in activities, including tone of discussion
- statistics on numbers of community members who have passed on campaign messages
- recommendations for continued or future activities based on key learnings from activities undertaken as part of this project.

## Project evaluation

The successful supplier will be expected to report on results of their community engagement activities in a final written report in December 2014.

The campaign evaluation market research will determine whether there is greater understanding and awareness of the campaign messages, and particularly whether individuals in the targeted communities have passed these messages on to family and friends. This community engagement activity will support the overall objectives of the campaign.

## Estimated budget and timeframes

The department has an estimated budget of \$100,000 ex GST for the period July to December 2014.

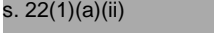
## Timeline for requirements

Campaign community engagement activity is to commence as soon as possible, and conclude December 2014.



Action	Time required
Brief sent to consultants	20 June 2014
Q&A sessions	24 June
Proposals due	2pm 4 July
Contract signed and work commences	15 July
Community engagement strategy to Commonwealth for final approval	22 July
Implementation of approved community engagement strategy	July-November 2014
Final report to Commonwealth for approval	5 December 2014

Dates are subject to confirmation.

Facilities and assistance offered by the Commonwealth	Not applicable
Commonwealth Material	Not applicable
Delivery Address and Instructions for Goods and/or Services	Community engagement strategy and reports are to be delivered to s. 22(1)(a)(ii)  <a href="http://immi.gov.au">immi.gov.au</a>

### **Standards and Best Practice**

Services will be provided using processes that reflect industry best-practice.

### **Intellectual Property**

The intellectual property arrangements that will apply are set out in Clause 1.8 of the Contract Template.

**RFO Schedule 2 – Offer**

Instructions to assist Tenderers to complete their offer have been included as white text on a black background.

**Tenderer's Details**

Full legal name and postal address:

ACN/ARBN (if applicable):

ABN (if applicable):

***Contact Officer***

For all matters relating to this RFO, the Tenderer's Contact Officer will be:

Name/position title:

Telephone

Mobile:

Email:

***Contract Manager***

Instruction to Tenderers:

Tenderers should provide the requested details of the person who is the Tenderer's proposed Contract Manager, responsible for general liaison and accepting and issuing any written notices under the contract, if a contract is awarded.

Name/position title:

Telephone:

Mobile:

***Address for Notices:***

Name/position title:

Postal Address:

Email Address:

**Tenderer's Offer**

Instruction to Tenderers:

Tenderers should describe how they will meet the Commonwealth's requirements set out in Schedule 1. This section should be limited to no more than 15 A4 pages with a minimum 11pt font size and 1.5 line spacing.

**Proven Capacity*****Statement of Skills and Experience***

Instruction to Tenderers:

Tenderers should provide evidence of their skills and experience in providing the Goods and/or Services.

***Specified Personnel***

Instruction to Tenderers:

If the quality of the Tenderer's offer is based on the experience of its personnel, or a particular security requirement is stated in RFO Schedule 1, the Tenderer should provide full details here. Attach CVs where appropriate. If no Specified Personnel or security requirements, insert "Not applicable". Note that any fees shown in this table form part of the pricing table below – they are not additional.

Name	Position/Role	Rate (\$A, duty paid, GST exclusive)	Rate (\$A, duty paid, GST inclusive)	Anticipated Time	Total for Person
				Total GST exclusive	\$A
				Total GST	\$A
				Total GST inclusive	\$A

### Subcontractors

Instruction to Tenderers:

Tenderers must provide (in the form of the table below) details of subcontractors that the Tenderer proposes to engage to deliver the Goods and/or Services. If no subcontractors will be used insert "Not applicable".

Proposed subcontractor (full legal name & ABN/ACN)	Scope of works to be subcontracted and technical significance	Fees and associated expenses (GST exclusive)	Fees and associated expenses (GST inclusive)

### Referees

Instruction to Tenderers:

Tenderers are to provide details of at least two referees relevant to this Offer. Referees selected are to have **direct working knowledge** of the Tenderer's capabilities and capacities in relation to similar Goods and/or Services. Daytime contact details for each referee must also be provided to ensure that the Commonwealth will have appropriate access to the referees listed.

Referee Name	Position/Company	Phone No:	Email Address

### Pricing

#### Prices for Services

Instruction to Tenderers:

If no Services, delete table and insert "Not applicable".



Task	Milestone Deliverable (if applicable)	Milestone Delivery Date (if applicable)	Payment Schedule (\$A, duty paid, GST exclusive)	Payment Schedule (\$A GST component)	Payment Schedule (\$A, duty paid, GST inclusive)
				Total GST exclusive	\$A
				Total GST	\$A
				Total GST inclusive	\$A

### Facilities and Assistance

Instruction to Tenderers:

If the Tenderer's proposal and pricing is based on the Commonwealth providing any facilities and assistance, these should be stated here. You may refer to the facilities and assistance (if any) offered by the Commonwealth in *RFO Schedule 1 – Statement of Requirement*, by inserting 'we require only the facilities and assistance offered by the Commonwealth in *RFO Schedule 1 – Statement of Requirement*.' If no facilities or assistance is required, insert "Not applicable". Note that any costs incurred by the Commonwealth in providing the proposed facilities and assistance will be considered in evaluating the comparative value for money of the proposal.

### Insurance

Instruction to Tenderers:

Tenderers should note that the *General Conditions of Contract clause 2.9* requires the Supplier to decide which insurances it would be prudent to hold in relation to this offer and this information will be considered as part of the evaluation. Therefore Tenderers must provide details of the insurance they want the tender evaluation committee to consider in the table below. If no policy is held for a particular type of insurance write 'nil' in the relevant space. If requested, the successful Tenderer must provide the Agency with evidence of the listed insurances before a contract will be executed.

Insurance details			
Type	Insurer	Total amount of insurance cover (including details of any limits on a per claim or aggregate basis)	Expiry Date of Policy
Professional Indemnity			
Public Liability			
Workers Compensation			

### Additional Information

Instruction to Tenderers:

Tenderers should provide additional details, if any, that the Tenderer wants the Commonwealth to consider here. This should be as brief as possible and may not exceed two A4 pages. If a real or perceived conflict of interest would exist if the Supplier entered into a contract with the Commonwealth for the Goods and/or Services in this offer, full details should be included here.

**Administrative Information*****Confidentiality of Tenderer Information***

Instruction to Tenderers:

Tenderers must identify, in the table below, any aspects of their offer that they consider should be kept confidential, with reasons. If none, the Tenderers should complete the table with 'Nil' and "Not applicable" in the relevant columns.

Tenderers should note that the Commonwealth will only agree to treat information as confidential in cases that it considers appropriate. In the absence of such agreement, the Commonwealth has the right to disclose any information contained in the offer.

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

Provisions considered necessary to be confidential	Reasons for requesting confidentiality

## Declaration by Tenderer

The Tenderer offers to provide the Goods and/or Services described in *Schedule 1* to the RFO (*Statement of Requirement*) on the following terms:

- The terms of the RFO including *Schedule 1* to the RFO (*Statement of Requirement*)
- the *Commonwealth General Conditions of Offer* (available at <https://www.tenders.gov.au/?event=public.document.list>) in the form it appears at 9:00 am (local Canberra time) on the date of this offer;
- this *Schedule 2* to the RFO (*Offer*); and
- the special conditions (if any) in *Schedule 3* to the RFO.

These documents collectively comprise the Tenderer's "Offer".

## The Offer

The Tenderer agrees to enter into a contract to provide the Goods and/or Services in accordance with its Offer in the form of the *Standard Form Contract* attached to, or provided with, this RFO which incorporates by reference the *Commonwealth General Conditions of Contract* (available at <https://www.tenders.gov.au/?event=public.document.list>) even if those conditions are not attached to the contract.

The Tenderer agrees that the Commonwealth may accept or decline to accept the Tenderer's Offer in its discretion. No commitment or contract exists until a contract in the form of the *Standard Form Contract* (which includes *Commonwealth General Conditions of Contract* including any *Special Conditions of Contract* required by the Commonwealth) is executed by both parties. The Tenderer agrees that the Commonwealth is not required to enter into any contract in connection with the RFO.

The Tenderer agrees that participation in any stage of the RFO process is at the Tenderer's sole risk and cost.

## Unpaid Employee Entitlements

The Tenderer warrants that neither it nor its proposed subcontractors (if any) has a judicial decision against it (excluding decisions under appeal) relating to unpaid employee entitlements where the entitlements remain unpaid.

## Conflict of Interest

The Tenderer agrees to notify the Commonwealth immediately if an actual or potential conflict of interest arises.

## Criminal Code Acknowledgement

The Tenderer acknowledges that the giving of false or misleading information to the Commonwealth is a serious offence under section 137(1) of the schedule to the *Criminal Code Act 1995 (Cth)*.

## Compliance with Workplace Gender Equality Act

The Tenderer warrants that neither it nor any of its proposed subcontractors (if any) is currently named as not complying with the *Workplace Gender Equality Act 2012* available at <http://www.wgea.gov.au/>.

## Improper Assistance with Preparing Offer

The Tenderer warrants that its Offer has not been prepared with the improper assistance of employees or contractors or former (within the previous twelve months) employees or contractors of the Commonwealth or with improperly obtained information.

..... Signatory's printed name:	..... Signatory's signature:
..... Signatory's Position	..... Date
..... Signatory's Phone Number	..... Signatory's Email Address
..... Witness's printed name	..... Witness's signature



**RFO Schedule 3 – Special Conditions of Offer****1. Work Health and Safety**

*Where the Contractor is a PCBU for WHS Act purposes, please use option 1 and remove option 2. Where the Contractor is not a PCBU for WHS Act purposes, please use option 2 and delete option 1.*

**OPTION 1**

The Contractor must ensure that in carrying out the Services, it complies with its duty under the WHS Legislation to consult, cooperate and coordinate activities with all other persons who have a work health and safety duty in relation to the same matter, including eliminating or, alternatively, minimising risk to health and safety so far as is reasonably practicable.

**OPTION 2**

The Contractor must, in providing the Services, eliminate or alternatively minimise risk to health and safety so far as is reasonably practicable.

**2. Engagement of Illegal Workers prohibited**

**2.1. For the purposes of this Clause 23, an "illegal worker" is a person who is an Unlawful Non-Citizen, or a Non-Citizen who is performing work in breach of a Visa Work Condition, and the following definitions also apply:**

- a. "Contractor" will, where the context so admits, include the officers, employees, volunteers, bailees, agents and Approved Subcontractors of the Contractor; and
- b. "Non-Citizen" has the same meaning as under the *Migration Act 1958*;
- c. "Unlawful Non-Citizen" has the same meaning as under the *Migration Act 1958*; and
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and a reference to the *Migration Act 1958* is a reference to that Act as amended or replaced from time to time.

**2.2. The Contractor must ensure that no employee or independent contractor, including those engaged by any subcontractors, is an illegal worker.**

**2.3. The Contractor must make compliance by any subcontractors with the provisions of this Clause 23 a condition of any subcontract.**

**2.4. The Contractor must remove, or cause to be removed, any illegal worker from any involvement in the carrying out of the Services and arrange for their replacement at no cost and immediately upon becoming aware of the involvement of the illegal worker.**

**2.5. For the avoidance of doubt, compliance with the Contractor's obligations under this Clause 23 will not constitute a force majeure event, give rise to an entitlement to claim any delay or otherwise excuse the Contractor from compliance with its obligations under this Contract.**

**2.6. When requested in writing, the Contractor will provide evidence within 14 days that it has taken all reasonable steps to ensure that it has complied and is complying with its obligations under this Clause 23.**

**2.7. Contractors may check their entitlement to work in Australia at [www.immi.gov.au/vevo](http://www.immi.gov.au/vevo)**



Commonwealth of Australia

## *Standard Form Request for Offer (RFO)*

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- (i) fully inform itself on all aspects of the work required to be performed;
  - (ii) submit its offer on the template provided at *RFO Schedule 2 – Offer*; and
  - (iii) submit its offer in accordance with *RFO Schedule 1 – Statement of Requirement*.
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- D Acceptance of an offer will occur only when a purchase order is issued or a contract is executed. Any such purchase order will incorporate the *Commonwealth General Conditions Purchase Order Conditions* (available at <https://www.tenders.gov.au/?event=public.document.list>) Any such Contract will incorporate the *Commonwealth General Conditions of Contract* (available at <https://www.tenders.gov.au/?event=public.document.list>) including any *Special Conditions of Contract*.
- E The Commonwealth, at its discretion, may discontinue this RFO, decline to accept any offer, decline to issue any contract or satisfy its requirement separately from this RFO process.

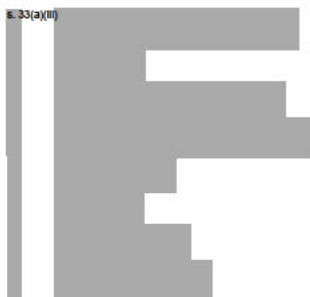
**RFO Schedule 1 – Statement of Requirement****Key Dates and Details**

Event	Dates
Closing Time	2pm Monday 7 July 2014 Canberra local time.
Expected execution of Contract or issue of purchase order	Monday 14 July 2014
RFO Distribution	RFO documentation including any updates is available from: s. 22(1)(a)(ii) Campaign Manager s. 22(1)(a)(ii) <a href="http://immi.gov.au">immi.gov.au</a>
Lodgement Method	Offers should be lodged with s. 22(1)(a)(ii) at s. 22(1)(a)(ii) <a href="http://immi.gov.au">immi.gov.au</a> by the closing time specified above.  You must include the RFO number and your name and contact details in your offer.  Quotations must be in Australian dollars and inclusive of all applicable costs, including travel, royalties, levies, duties, taxes and charges required for the proper completion of the contract, and are to be inclusive of any GST.  Responses that do not include all of the required information may not be further considered.
Contact Officer	For all matters relating to this RFO, the Commonwealth's Contact Officer will be:  Name: s. 22(1)(a)(ii) Telephone: 02 s. 22(1)(a)(ii) Email: s. 22(1)(a)(ii) <a href="mailto:immi.gov.au">immi.gov.au</a>

**The Goods and/or Services**

The Commonwealth is seeking offers for tracking and evaluation market research, for an onshore anti-people smuggling campaign. The research is to provide a comprehensive understanding of the levels of awareness and understanding of the *No way* campaign and recent changes in Australia's migration policy, as well as voluntary returns services.

Australia's migration policy changed in September 2013, and in June 2014, the department launched the *No way* communication campaign to inform the following diaspora communities:







The survey results must be able to be broken down by the above listed communities.

The proposed campaign is intended to:

- inform target audiences of the changes to Australia's asylum seeker policy, reinforcing the offshore communication activities undertaken by the Operation Sovereign Borders Joint Agency Taskforce
- inform target audiences of the voluntary returns services option
- encourage target audiences to pass on this information to their family and friends offshore.

It is not intended to target the broader Australian public.

Benchmarking market research was undertaken prior to the start of the campaign activities in May 2014.

The information required from the tracking and evaluation research comprises:

- general knowledge regarding travelling to Australia
- understanding of the visa process
- knowledge and awareness of people coming to Australia by boat without visas
- levels of knowledge about Australia's asylum seeker policy
- knowledge of campaign key messages
- knowledge and awareness of the voluntary returns services option
- information access and sharing (including where they have seen or heard of the campaign materials)
- understanding of responsibility for sharing information.

The campaign creative materials are run in-language in ethnic media as appropriate to the above target audiences.

The largest onshore communities of all selected nationalities are in Sydney and Melbourne; however, there are substantial communities in Brisbane and Adelaide.

The communities vary greatly in terms of cultural difference, migration drivers and methods of migrating.

The proposed timing for the tracking phase is August 2014, after the current run of advertising ends. The evaluation phase is expected to be undertaken in November 2014, after a second (final) run of advertising in September/October.

The budget for the tracking and evaluation research in the 2014-15 financial year is \$200,000 ex GST.

### Service requirements

The services required are:

- a) quantitative tracking and evaluation market research to inform onshore anti-people smuggling messaging and communication activity, including the *No way* campaign and voluntary returns services. This research will provide a comprehensive understanding of levels of awareness and understanding of the recent changes in Australia's asylum seeker policy
- b) detailed analysis of the effectiveness of the communication channels used to date and recommendations for any improvements to the current communication strategy, including:
  - current knowledge of asylum seeker policy
  - current knowledge, beliefs and attitudes toward boat journeys
  - current sources of information about migration
  - current awareness of *No way* campaign
  - *No way* receptive mediums, for example website, social media, ethnic media, community engagement, advertising
  - current knowledge, beliefs and attitudes toward voluntary returns services.



- c) delivery of a written report for each phase of research including:
- research instruments for example, questionnaires, discussion guides
  - a summary of the research methodology
  - dates for when the fieldwork was conducted
  - a summary of fieldwork statistics
  - weighting specifications
  - analysis and interpretation of research results
  - recommendations enabling the department to apply research results to conduct effective communication activities.
- ability to perform on tight turnarounds required
  - topline report with recommendations to be provided verbally and by email for each phase, followed by a comprehensive written report as per item c) above
  - final written report as per item c) above.

### Timeline for requirements

Action	Time required
Brief sent to consultants	20 June 2014
Proposals due	2pm 7 July
Contract signed and work commences	14 July
Tracking fieldwork	On or after 2 August
Topline tracking report to Commonwealth	1 September
Final tracking report to Commonwealth for approval	10 September
Evaluation fieldwork	Early/mid November
Topline evaluation report to Commonwealth	End November
Final evaluation report to Commonwealth for approval	Early December

Dates are subject to confirmation.

Facilities and assistance offered by the Commonwealth	Not applicable
Commonwealth Material	Not applicable
Delivery Address and Instructions for Goods and/or Services	Recruitment screeners, discussion guides and reports are to be delivered to s. 22(1)(a)(ii) <a href="http://immi.gov.au">immi.gov.au</a>

### Standards and Best Practice

Services will be provided using processes that reflect industry best-practice.

**Intellectual Property**

The intellectual property arrangements that will apply are set out in Clause 1.8 of the Contract Template.

Released by Department of Home Affairs  
under the *Freedom of Information Act 1982*

**RFO Schedule 2 – Offer**

Instructions to assist Tenderers to complete their offer have been included as white text on a black background.

**Tenderer's Details**

Full legal name and postal address:

ACN/ARBN (if applicable):

ABN (if applicable):

***Contact Officer***

For all matters relating to this RFO, the Tenderer's Contact Officer will be:

Name/position title:

Telephone

Mobile:

Email:

***Contract Manager*****Instruction to Tenderers:**

Tenderers should provide the requested details of the person who is the Tenderer's proposed Contract Manager, responsible for general liaison and accepting and issuing any written notices under the contract, if a contract is awarded.

Name/position title:

Telephone:

Mobile:

***Address for Notices:***

Name/position title:

Postal Address:

Email Address:

**Tenderer's Offer****Instruction to Tenderers:**

Tenderers should describe how they will meet the Commonwealth's requirements set out in Schedule 1. This section should be limited to no more than 15 A4 pages with a minimum 11pt font size and 1.5 line spacing.

**Proven Capacity*****Statement of Skills and Experience*****Instruction to Tenderers:**

Tenderers should provide evidence of their skills and experience in providing the Goods and/or Services.

***Specified Personnel*****Instruction to Tenderers:**

If the quality of the Tenderer's offer is based on the experience of its personnel, or a particular security requirement is stated in RFO Schedule 1, the Tenderer should provide full details here. Attach CVs where appropriate. If no Specified Personnel or security requirements, insert "Not applicable". Note that any fees shown in this table form part of the pricing table below – they are not additional.

Name	Position/Role	Rate (\$A, duty paid, GST exclusive)	Rate (\$A, duty paid, GST inclusive)	Anticipated Time	Total for Person
				Total GST exclusive	\$A
				Total GST	\$A
				Total GST inclusive	\$A

### Subcontractors

#### Instruction to Tenderers:

Tenderers must provide (in the form of the table below) details of subcontractors that the Tenderer proposes to engage to deliver the Goods and/or Services. If no subcontractors will be used insert "Not applicable".

Proposed subcontractor (full legal name & ABN/ACN)	Scope of works to be subcontracted and technical significance	Fees and associated expenses (GST exclusive)	Fees and associated expenses (GST inclusive)

### Referees

#### Instruction to Tenderers:

Tenderers are to provide details of at least two referees relevant to this Offer. Referees selected are to have direct working knowledge of the Tenderer's capabilities and capacities in relation to similar Goods and/or Services. Daytime contact details for each referee must also be provided to ensure that the Commonwealth will have appropriate access to the referees listed.

Referee Name	Position/Company	Phone No:	Email Address

### Pricing

#### Prices for Services

#### Instruction to Tenderers:

If no Services, delete table and insert "Not applicable".



Task	Milestone Deliverable (if applicable)	Milestone Delivery Date (if applicable)	Payment Schedule (\$A, duty paid, GST exclusive)	Payment Schedule (\$A GST component)	Payment Schedule (\$A, duty paid, GST inclusive)
				Total GST exclusive	\$A
				Total GST	\$A
				Total GST inclusive	\$A

### Facilities and Assistance

#### Instruction to Tenderers:

If the Tenderer's proposal and pricing is based on the Commonwealth providing any facilities and assistance, these should be stated here. You may refer to the facilities and assistance (if any) offered by the Commonwealth in *RFO Schedule 1 – Statement of Requirement*, by inserting 'we require only the facilities and assistance offered by the Commonwealth in *RFO Schedule 1 – Statement of Requirement*.' If no facilities or assistance is required, insert "Not applicable". Note that any costs incurred by the Commonwealth in providing the proposed facilities and assistance will be considered in evaluating the comparative value for money of the proposal.

### Insurance

#### Instruction to Tenderers:

Tenderers should note that the *General Conditions of Contract clause 2.9* requires the Supplier to decide which insurances it would be prudent to hold in relation to this offer and this information will be considered as part of the evaluation. Therefore Tenderers must provide details of the insurance they want the tender evaluation committee to consider in the table below. If no policy is held for a particular type of insurance write 'nil' in the relevant space. If requested, the successful Tenderer must provide the Agency with evidence of the listed insurances before a contract will be executed.

Insurance details			
Type	Insurer	Total amount of insurance cover (including details of any limits on a per claim or aggregate basis)	Expiry Date of Policy
Professional Indemnity			
Public Liability			
Workers Compensation			

### Additional Information

#### Instruction to Tenderers:

Tenderers should provide additional details, if any, that the Tenderer wants the Commonwealth to consider here. This should be as brief as possible and may not exceed two A4 pages. If a real or perceived conflict of interest would exist if the Supplier entered into a contract with the Commonwealth for the Goods and/or Services in this offer, full details should be included here.

**Administrative Information*****Confidentiality of Tenderer Information*****Instruction to Tenderers:**

Tenderers must identify, in the table below, any aspects of their offer that they consider should be kept confidential, with reasons. If none, the Tenderers should complete the table with 'Nil' and "Not applicable" in the relevant columns.

Tenderers should note that the Commonwealth will only agree to treat information as confidential in cases that it considers appropriate. In the absence of such agreement, the Commonwealth has the right to disclose any information contained in the offer.

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

Provisions considered necessary to be confidential	Reasons for requesting confidentiality

## Declaration by Tenderer

The Tenderer offers to provide the Goods and/or Services described in *Schedule 1* to the RFO (*Statement of Requirement*) on the following terms:

- The terms of the RFO including *Schedule 1* to the RFO (*Statement of Requirement*)
- the *Commonwealth General Conditions of Offer* (available at <https://www.tenders.gov.au/?event=public.document.list>) in the form it appears at 9:00 am (local Canberra time) on the date of this offer;
- this *Schedule 2* to the RFO (*Offer*); and
- the special conditions (if any) in *Schedule 3* to the RFO.

These documents collectively comprise the Tenderer's "Offer".

## The Offer

The Tenderer agrees to enter into a contract to provide the Goods and/or Services in accordance with its Offer in the form of the *Standard Form Contract* attached to, or provided with, this RFO which incorporates by reference the *Commonwealth General Conditions of Contract* (available at <https://www.tenders.gov.au/?event=public.document.list>) even if those conditions are not attached to the contract.

The Tenderer agrees that the Commonwealth may accept or decline to accept the Tenderer's Offer in its discretion. No commitment or contract exists until a contract in the form of the *Standard Form Contract* (which includes *Commonwealth General Conditions of Contract* including any *Special Conditions of Contract* required by the Commonwealth) is executed by both parties. The Tenderer agrees that the Commonwealth is not required to enter into any contract in connection with the RFO.

The Tenderer agrees that participation in any stage of the RFO process is at the Tenderer's sole risk and cost.

## Unpaid Employee Entitlements

The Tenderer warrants that neither it nor its proposed subcontractors (if any) has a judicial decision against it (excluding decisions under appeal) relating to unpaid employee entitlements where the entitlements remain unpaid.

## Conflict of Interest

The Tenderer agrees to notify the Commonwealth immediately if an actual or potential conflict of interest arises.

## Criminal Code Acknowledgement

The Tenderer acknowledges that the giving of false or misleading information to the Commonwealth is a serious offence under section 137(1) of the schedule to the *Criminal Code Act 1995 (Cth)*.

## Compliance with Workplace Gender Equality Act

The Tenderer warrants that neither it nor any of its proposed subcontractors (if any) is currently named as not complying with the *Workplace Gender Equality Act 2012* available at <http://www.wgea.gov.au/>.

## Improper Assistance with Preparing Offer

The Tenderer warrants that its Offer has not been prepared with the improper assistance of employees or contractors or former (within the previous twelve months) employees or contractors of the Commonwealth or with improperly obtained information.

..... Signatory's printed name:	..... Signatory's signature:
..... Signatory's Position	..... Date
..... Signatory's Phone Number	..... Signatory's Email Address
..... Witness's printed name	..... Witness's signature



**RFO Schedule 3 – Special Conditions of Offer****1. Work Health and Safety**

*Where the Contractor is a PCBU for WHS Act purposes, please use option 1 and remove option 2. Where the Contractor is not a PCBU for WHS Act purposes, please use option 2 and delete option 1.*

**OPTION 1**

The Contractor must ensure that in carrying out the Services, it complies with its duty under the WHS Legislation to consult, cooperate and coordinate activities with all other persons who have a work health and safety duty in relation to the same matter, including eliminating or, alternatively, minimising risk to health and safety so far as is reasonably practicable.

**OPTION 2**

The Contractor must, in providing the Services, eliminate or alternatively minimise risk to health and safety so far as is reasonably practicable.

**2. Engagement of Illegal Workers prohibited**

**2.1. For the purposes of this Clause 23, an "illegal worker" is a person who is an Unlawful Non-Citizen, or a Non-Citizen who is performing work in breach of a Visa Work Condition, and the following definitions also apply:**

- a. "Contractor" will, where the context so admits, include the officers, employees, volunteers, bailees, agents and Approved Subcontractors of the Contractor; and
- b. "Non-Citizen" has the same meaning as under the *Migration Act 1958*;
- c. "Unlawful Non-Citizen" has the same meaning as under the *Migration Act 1958*; and
- d. "Visa Work Condition" means a condition of a visa restricting the work that the Non-Citizen may do in Australia,

and a reference to the *Migration Act 1958* is a reference to that Act as amended or replaced from time to time.

**2.2. The Contractor must ensure that no employee or independent contractor, including those engaged by any subcontractors, is an illegal worker.**

**2.3. The Contractor must make compliance by any subcontractors with the provisions of this Clause 23 a condition of any subcontract.**

**2.4. The Contractor must remove, or cause to be removed, any illegal worker from any involvement in the carrying out of the Services and arrange for their replacement at no cost and immediately upon becoming aware of the involvement of the illegal worker.**

**2.5. For the avoidance of doubt, compliance with the Contractor's obligations under this Clause 23 will not constitute a force majeure event, give rise to an entitlement to claim any delay or otherwise excuse the Contractor from compliance with its obligations under this Contract.**

**2.6. When requested in writing, the Contractor will provide evidence within 14 days that it has taken all reasonable steps to ensure that it has complied and is complying with its obligations under this Clause 23.**

**2.7. Contractors may check their entitlement to work in Australia at [www.immi.gov.au/vevo](http://www.immi.gov.au/vevo)**