



REQUEST FOR TENDER

DESIGN, DEVELOPMENT AND DELIVERY OF LITTLE SCIENTISTS WEBSITE UPGRADE

CLOSES: 10am, Monday 20 June 2016

Current website: www.littlescientists.org.au

Suite 501, 105 Pitt Street
Sydney NSW 2000
Phone: 02 8080 0065



SECTION 1 – CONDITIONS OF CONTRACT

1. THE SUPPLIER MUST DO THE FOLLOWING

1.1 Services

Provide the Services in the Customer Order in accordance with the Contract Specifications and with due skill and care to a professional standard and any other standard specified in the Customer Order;

1.2 Deliverables

Provide the Deliverables (including any reports and Documentation) in accordance with the Customer Order; promptly notify the Customer if unable to provide all or part of the Deliverables by the relevant delivery date; provide to the Customer a Project Implementation and Payment Plan (PIPP) for approval and inclusion in this Contract.

1.3. Products

Deliver the Products in the Customer Order to the Customer free from all encumbrances and must meet any standard specified in Customer Order. Grant to the Customer a non-exclusive licence to use any Licensed Software on the Customer's equipment on the terms set out in the Class of Licence and this Contract.

1.4. Invoice

Submit a correctly rendered invoice to the Customer, that:

- (a) is correctly addressed and calculated in accordance with the Contract;
- (b) relates only to the Deliverables that have been accepted by the Customer;
- (c) is for an amount which, together with all previously correctly rendered invoices, does not exceed the Contract Price;
- (d) includes any purchase order number, the name and phone number of the Contract Manager and identification if the Supplier is a small business; and
- (e) is a valid invoice in accordance with the GST Act.

1.5. Insurance

Hold and maintain each of the following insurance;

- (a) public liability insurance with an indemnity of at least \$20 million in respect of each claim for the period of contract;
- (b) product liability insurance with an indemnity of at least \$5 million for the total aggregate liability for all claims for the period of contract;
- (c) workers' compensation insurance in accordance with applicable legislation;

and if the Services are advisory or design in nature as identified in the Customer Order, hold and maintain professional indemnity insurance of \$1 million for all claims made by the Customer during the contract period and for at least four years after the end of the Customer Contract; and



if requested, provide a certificate of currency or evidence of adequate self insurance for each of the above insurances to the satisfaction of the Customer.

1.6. Indemnity and Liability

Indemnify the Customer, its officers, employees and contractors against any liability, loss, damage, cost (including the cost of any settlement and legal costs and expenses on a solicitor and own client basis), compensation or expense arising out of or in any way in connection with:

- (a) a default or any unlawful, malicious or negligent act or omission on the Supplier's part, its officers, employees, agents or subcontractors; or
- (b) any action, claim, dispute, suit or proceeding brought by any third party in respect of any use, infringement or alleged infringement of that third party's Intellectual Property Rights or moral rights, that are enforceable in Australia; subject to:

Liability being reduced to the extent that any unlawful, malicious or negligent act or omission of the Customer or their officers, employees or contractors contributed to the loss, damage, cost, compensation or expense;

Supplier and Customer using reasonable efforts to mitigate any loss;

To the extent permitted by law, liability is capped at the greater of \$150,000 or two times the Contract

Price, except where that liability arises from

- (a) bodily injury (including Sickness and death);
- (b) loss of, or damage to, tangible property;
- (c) infringement of a third party's intellectual property rights; or
- (d) breach of the Contractor's obligations of confidentiality, for which there is no financial cap on the Supplier's liability:

In calculating the cap on liability, any amounts payable as performance rebates, liquidated damages or refunds are included in determining whether the limitation on liability has been reached;

Neither party is liable to the other for any Consequential Loss (including under an indemnity).

1.7. Approvals

At its own cost, obtain and maintain any licences and/or other approvals required for the lawful provision of the deliverables.

1.8. Supplier Warranties

Warrants that:

the Services will during the Warranty Period be performed in accordance with the requirements of the Contract Specifications set out in the Customer Order and in any user documentation, in all material respects and with due care and skill;



- All information provided to the Customer is correct;
- the Deliverables provided under this Contract are compatible with and will work with the Customer's existing systems and processes as set out in the Contract Specification;
- it owns all Intellectual Property Rights necessary to grant this licence and will procure any necessary consent in relation to moral rights as defined in the Copyright Act 1968 (Cth), to provide the Deliverables, Services and material to the Customer and to allow the Customer to use the Deliverables for their usual purpose and in the manner contemplated in this Contract;
- the provision of the Deliverables in accordance with the Contract will not infringe any third party's
- Intellectual Property Rights.

Ensure that the Customer receives all relevant third party warranties in respect of the Deliverables. If the Supplier is developer, the Supplier must provide to the Customer all standard manufacturer's warranties in respect of the Deliverables the Supplier has manufactured

1.9. Security and Safety

Comply with any security and safety requirements as specified in the Customer Order or of which the Supplier is or should reasonably be aware. The Supplier must ensure that its officers, employees, agents and subcontractors are aware of, and comply with, such security and safety requirements.

1.10. Specified Personnel

Ensure that the Specified Personnel set out in the Customer Order provide the Deliverables and are not replaced without the prior written consent of the Customer. At the Customer's request, and at no additional cost to the Customer, the Supplier must promptly replace any Specified Personnel that the Customer reasonably considers should be replaced with personnel acceptable to the Customer.

1.11. Subcontracting

Make available to the Customer the details of all subcontractors engaged to provide the Deliverables under the Contract. Subcontracting the whole or part of the Supplier's obligations under the Contract will not relieve the Supplier from any obligations under the Contract.

Ensure that any subcontract imposes on the subcontractor the same obligations that the Supplier has under the Contract (including this requirement in relation to subcontracts).



1.12. Performance by Supplier

Allow the Customer to conduct service and performance reviews of its performance of the Contract.

Take responsibility for the acts and omissions of its employees, agents and subcontractors as if they were its own acts and omissions

Promptly provide to the Customer such supporting documentation and other evidence reasonably required by the Customer to substantiate performance of the Contract.

1.13. Assignment

Not assign any of their rights under the Contract without the prior written consent of the Customer.

1.14. Privacy

Collect, use, access, retain and disclose personal information in connection with the Contract in accordance with the requirements of the Privacy and Personal Information Protection Act 1998 (NSW).

2. THE CUSTOMER MUST DO THE FOLLOWING

2.1 Payment

The contract terms provide for Progress Payments to be made upon reaching certain milestones as defined in Response Schedule 3.2A.

The provider will be required to include supportive evidence verifying that that portion of the works has been satisfactorily completed and the specified outcomes at each milestone have been achieved.

The customer shall be entitled to withhold or defer payment of an instalment until the Provider has completed to the satisfaction of the Customer that part of the Services to which that instalment relates.

Pay the invoiced amount within 30 days after receiving a correctly rendered invoice.

Pay simple interest at a rate calculated in accordance with Section 22 of the *Taxation Administration Act (NSW) 1996* on any unpaid amount which is not in dispute, calculated daily from the day after payment was due up to the day that payment is made, where:

- the Customer fails to pay when payment was due, that is, within 30 days of receipt of a correctly rendered invoice;
- the Supplier is a Small Business identified as such on the correctly rendered invoice or statement and provided any verifying documentation requested;
- the amount of interest payable exceeds \$20.00

NOTE - payment is payment on account only and is not an admission of liability or evidence the obligations under the Contract have been



completed satisfactorily.

2.2 Customer Warranties.

warrants that it will supply any customer supplied item in accordance with the requirements stated in the Customer Order Form and that to the best of its knowledge and belief, it has the necessary Intellectual Property Rights and has procured the necessary consents in relation to moral rights as defined in the Copyright Act 1968 (Cth) to grant to the Supplier rights to use any customer supplied item for the purpose of performing the Supplier's obligations under this Contract.



3. GENERAL

3.1 Price

The Contract Price is the maximum price payable for the Deliverables and is inclusive of all GST and all taxes, duties (including any customs duty) and government charges imposed or levied in Australia or overseas.

The Customer is not required to pay any amount in excess of the Contract Price including, without limitation, the cost of any packaging, marking, handling, freight and delivery, insurance and any other applicable costs and charges.

3.2 Confidential Information

The Supplier must not disclose to any person, other than the Customer, any Confidential Information relating to the Contract or the Deliverables, without the prior written approval of the Customer.

The Supplier must take all reasonable steps to ensure that all personnel performing the Services do not disclose to any person the Customer's Confidential Information or use the Confidential Information other than for the purposes of performing the Services under this Contract.

This obligation will not be breached where the Supplier is required by law or a Stock Exchange to disclose the relevant information.

At any time, the Customer may require the Supplier to arrange for its employees, agents or subcontractors to give a written undertaking relating to non-disclosure of the Customer's Confidential Information in the form acceptable to the Customer.

The Customer must not disclose any of the Supplier's Confidential Information to any person without prior written approval, unless disclosure of this information is required by law or by Parliament.

The Customer is not bound to keep any information in connection with the Contract confidential except for the Supplier's Confidential Information. The Customer will not be in breach of any confidentiality agreement where they are required by Parliament or by law to disclose the information.

3.3 Acceptance

Where Acceptance Testing of a Deliverable is specified in the Customer Order, the acceptance criteria, acceptance test data, time table for acceptance testing and acceptance, the party responsible for the supply of any equipment needed for acceptance testing and other details of acceptance testing must be agreed in the Customer Order or within 15 Business Days prior to the date when the Customer requires Acceptance Testing to commence.

The Customer may accept or reject the relevant Deliverables within 2 Business Days after delivery of the Deliverables to the delivery location or within such other period agreed by the Customer and the Supplier in writing. If the Customer does not notify the Supplier of acceptance or rejection



within the 2 Business Day period (or agreed period), the Customer will be taken to have accepted the Deliverables on the expiry of the 2 Business Day period (or other agreed period). The Customer may reject the Deliverables where the Deliverables do not comply with the requirements of the Contract. If the Customer rejects the Deliverables, the Customer may:

- (a) require the Supplier to repair or modify the Deliverables within a reasonable period determined by the Customer, at its sole cost, so that the Deliverables meet the requirements of this Contract; or
- (b) require the Supplier to provide, at its sole cost, replacement Deliverables which meet the requirements of the Contract within a reasonable period determined by the Customer; or
- (c) terminate the Contract in accordance with the termination clause.

The Supplier must, at its own cost, promptly remove any rejected Deliverables from the Customer's premises. Replacement, repaired or modified Deliverables are subject to acceptance under this clause. The Supplier will refund all payments related to the rejected Deliverables unless replacement or repaired Deliverables are accepted by the Customer.

3.4 Title and Risk

Title to the Deliverables transfers to the Customer upon its acceptance by the Customer. The risk of any loss or damage to the Deliverables remains with the Supplier until their delivery to the Customer at the delivery location.

3.5 Intellectual Property

The Supplier retains Intellectual Property Rights in any Existing Material of theirs. The Customer retains Intellectual Property Rights in any Existing Material of the Customer.

All Intellectual Property Rights in any New Material developed in providing the specified services will belong to the Customer upon its creation unless otherwise specified in the Customer Order.

The Supplier grants to the Customer a non-exclusive, irrevocable, perpetual, worldwide, fee-free licence (including a right to sublicense) transferrable licence to use, modify, adapt and publish any New Material the Supplier owns and the Deliverables and any adaptation of the New Material or Deliverables, for any purpose other than commercial exploitation.

The Customer grants to the Supplier and its contractors, a non-exclusive non transferrable licence to use any customer supplied item to the extent necessary to perform its obligations under the Contract.

3.6 Termination by Customer

The Customer may terminate the Contract in whole or in part, by providing to the Supplier Notice in writing, if: (a) the Supplier does not deliver all of



- (b) the Deliverables to the delivery location by the relevant delivery date;
- (c) the Customer rejects any of the Deliverables in accordance with the Acceptance clause;
- (d) the Supplier breaches the Contract and the breach is not capable of remedy;
- (e) the Supplier does not remedy a breach of the Contract which is capable of remedy within the period specified by the Customer in a notice of default issued to the Supplier;
- (f) the Supplier is unable to pay all its debts when they become due, or if incorporated –have a liquidator, administrator or equivalent appointment under the Corporations Act 2001 (Cth) appointed to it; or if an individual – become bankrupt or enter into an arrangement under Part IX or Part X of the Bankruptcy Act 1966 (Cth); or
- (g) in the opinion of the Customer, the Supplier has a conflict of interest in providing the Services or fails to comply with the Customer’s Business and Ethics Statement in any respect.

3.7 Termination or Reduction in Scope for Convenience by Customer

The Customer may in its absolute discretion at any time terminate the Contract, in whole or in part, by notifying the Supplier in writing. If the Customer issues such a notice, the Supplier must cease all work in accordance with the notice; comply with any directions given by the Customer; and mitigate all loss, costs (including the costs of compliance with any directions) and expenses in connection with the termination. Where the Contract is terminated under this clause, the Customer will be liable for payments to the Supplier only for Deliverables accepted before the effective date of termination (to a maximum of the Contract Price less any payments already made), and any unavoidable reasonable costs incurred by the Supplier that are directly attributable to the termination, if these amounts are substantiated to the satisfaction of the Customer. The Supplier will be entitled to profits for the proportion of the Deliverables accepted before the effective date of termination but will not be entitled to anticipated profit on any remaining part of the Contract that is terminated.

3.8 Termination by the Supplier

The Supplier may terminate the Contract by providing the Customer with Notice in Writing if the Customer has committed a Fundamental Breach of this Contract and the Customer has not rectified that Fundamental Breach within 28 days (or such longer period as stated in the Notice in Writing) of receipt of a Notice in Writing from the Supplier specifying the details of the breach.

3.9 Dispute Resolution

For any dispute arising under this Contract:

- (a) both Contract Managers will try in good faith to settle the dispute by negotiation;



(b) if unresolved, the Contract Manager claiming that there is a dispute will give the other Contract Manager a notice setting out the details of the dispute;

(c) within five Business Days, each Contract Manager will nominate a senior representative not having prior direct involvement in the dispute;

(d) the senior representatives will try in good faith to settle the dispute by negotiation; and

(e) failing settlement within a further 10 Business Days, the parties will be required to commence alternative dispute resolution through the Office of the NSW Small Business Commissioner.

(f) the dispute should not be subject to proceedings before a court until the Small Business Commissioner has certified in writing that the parties' participation in the dispute resolution process has not resolved the dispute. The Commissioner's certificate will be structured to inform the Court whether the parties participated in the dispute process, if a party did not participate or if the matter was only partly resolved through the process. The Customer and the Supplier will each bear their own costs for dispute resolution. Despite the existence of a dispute, the Supplier will (unless requested in writing by the Customer not to do so) continue performance under the Contract.

The procedure for dispute resolution does not apply to action relating to termination or to legal proceedings for urgent interlocutory relief.

3.10 Waiver

If a party does not exercise (or delays in exercising) any of its rights, that failure or delay does not operate as a waiver of those rights.

3.11 Variation

No agreement or understanding varying or extending the Contract, including in particular the scope of the Deliverables, the cost, the schedule of timing or change to the PIPP, is legally binding upon either party unless in writing (includes an exchange of emails confirming the agreed variation).

3.12 Notices

Any notice or communication under the Contract will be effective if it is in writing, from one Contract Manager and delivered to the other Contract Manager at the postal address, or email address or facsimile number set out in this Contract.

3.13 Survival

Clauses 5 (Insurance), 6 (Indemnity and Liability), 21 (Intellectual Property) and 18 (Confidential Information) survive termination or expiry of the Contract.

3.14 Applicable Law

The laws of New South Wales apply to the Contract.

3.15 Entire Contract



The Contract represents the parties' entire agreement in relation to the subject matter of the Contract and excludes any prior representations, communications, contracts, statements and understandings, whether oral or in writing which are superseded and of no effect.

3.16 Definitions

“Acceptance Testing” means any acceptance test that the Deliverable is required to undergo in accordance with agreed criteria between the Supplier and the Customer.

“Actual Acceptance Date” means the date the Deliverable is accepted or deemed accepted by the Customer. If there are no Acceptance Tests specified in Customer Order for the particular Deliverable, the actual acceptance date will occur 2 Business Days following the delivery of the Deliverable (or where a Deliverable is to be downloaded from the internet, 2 Business Days from the day that the Deliverable is first made available to the Customer) unless the Customer notifies the Supplier within the 2 Business Day period that the Deliverable is rejected. If the Deliverable is required to undergo Acceptance Tests, then the actual acceptance date will occur on the date the Customer issues a certificate of acceptance or at the end of the last day of the 3 Business Days period from the end of the Acceptance Tests, which ever date occurs first, unless the Customer notifies the Supplier within the 3 Business Days period from the end of the Acceptance Tests that the Deliverable is rejected or conditionally accepted.

“Business Days” means any day that is not Saturday, Sunday or a public holiday in New South Wales.

“Class of Licence” means specific rights that are granted by the Supplier to the Customer to use the Licensed Software that are stated in the Customer Order, and may include the Licence period, number and type of permitted users, number, type or capacity of any hardware on which Licensed Software may be used, or other attribute which defines the Customer's right to use the Licensed Software.

“Confidential Information” means information that is by its nature confidential; or is communicated by the disclosing party to the confidant as confidential; or the confidant knows or ought to know is confidential but excludes any information which the confidant can establish was in the public domain, unless it came into the public domain due to a breach of confidentiality by the confidant or another person, independently developed by the confidant or in the possession of the confidant without breach of confidentiality by the confidant or other person.

“Consequential Loss” means any loss recoverable at law: (a) other than a loss, damage or expense that would be suffered or incurred by any person in a similar situation to the person suffering or incurring the loss, damage or expense; or (b) which is a loss of profits, loss of revenue, loss of business opportunities, loss of



anticipated savings and damage to goodwill, loss of data or the value of any equipment; (c) and any cost or expense incurred in connection with either (a) or (b).

“Contract” means the legally binding agreement between the Customer and the Supplier for the provision by the Supplier of Services, Products or Deliverables as set out in the Customer Order under these general terms and conditions.

“Contract Price” means the price inclusive of GST, payable in Australian dollars, by a Customer for the Service, Product or Deliverable under this Contract.

“Contract Manager” means the Customer’s authorised manager of this Contract and its authorised manager of this Contract.

“Contract Specification” means all of the technical or descriptive specifications of functional, operational, performance or other characteristics required of a Deliverable to be provided by the Supplier under the Contract as specified in the Customer Order and if no specifications are specified in the Customer Order, the User Documentation that is provided with the Deliverable.

“Customer” means the person or body corporate specified in the Customer Order that enters into the Contract with the Supplier, but does not include the Customer’s personnel.

“Customer Order” means the order placed by the Customer for the provision of Services, Products or a Deliverable from the Supplier and forms part of the Contract.

“Deliverable” means any Product, Service or output from any Service that is required to be provided to the Customer under the Contract.

“Escrow Agreement” means an agreement under which an independent third party receives the source code or object code of certain software from the Supplier for delivery to the Customer upon the fulfilment of certain pre-specified conditions.

“Existing Material” means the Licensed Software or any material that is developed prior to the commencement date of this Contract, or developed independently of the Contract, and in both cases is incorporated into a Deliverable under this Contract.

“Fundamental Breach” means a breach of the Contract by the Customer which prevents the Supplier from carrying out its obligations under this Contract.

“Intellectual Property Rights” means all intellectual property rights including copyright, patent, trademark, design, semi-conductor or circuit layout rights,



registered design, trademarks or other protected rights, existing worldwide; and any licence, consent, application or right, to use or grant the use of, or apply for the registration of any of the rights referred to above, but does not include the right to keep confidential information confidential, moral rights as defined in the Copyright Act 1968 (Cth), business names, company names or domain names.

“Licensed Software” means the standard off the shelf software provided by the Supplier to the Customer and includes any updates or new releases of that software that may be provided to the Customer from time to time.

“New Material” means any material that is newly created by or on behalf of the Supplier during the performance of its obligations under this Contract, incorporated into a Deliverable and delivered to the Customer in accordance with the requirements of the Contract, except for any material that is Existing Material belonging to the Customer or to a third party or any adaptation, translation or derivative of that Existing Material.

“Notice in Writing” means a notice in writing (but not by email) authorised by the Supplier or notice in writing authorised by the Customer.

“Product” means hardware and Licensed Software only.

“Project Implementation and Payment Plan (PIPP)” means the plan regarding the implementation of the project and associated payment arrangements.

“Service” means anything provided that is not a Product under this Contract, being one or more of the ICT services set out in Schedule 1 as may be updated from time to time.

“Small Business” means an enterprise that employs or contracts with an enterprise that employs less than the full time equivalent of 20 persons on the day that the Contract is signed. If the enterprise forms part of a group, this test is applied to the group as a whole.

“Specified Personnel” means key personnel who are required to provide the Services, Products or Deliverables under this Contract and are specified in the Customer Order.

“User Documentation” means its standard off the shelf documents that describe the features and functions of a Product or Service and excludes any training materials.

“Warranty Period” means in relation to hardware, 365 days from the Actual Acceptance Date; in relation to Licensed Software, 90 days from the Actual Acceptance Date and in relation to Services where there is an Acceptance Test process, 30 days from the Actual Acceptance Date.



SECTION 3

“Service” means anything provided that is not a Product including but not limited to Development Services, Software Support Services, Contractor Services, Professional Services, Training Services and includes the following service categories: analysis and statistics, asset-materials management, business intelligence, collaboration, communication, content management, customer initiated assistance, customer preferences, customer relationship management, data management, development and integration, document management, documentation and training, financial management, forms management, human capital-workforce management, human resources, knowledge discovery, knowledge management, maintenance and support, management of processes, organisational management, records management, reporting, search, security management, site cabling, supply chain management, systems management, testing services, visualisation, enterprise resource planning systems implementation and managed systems and information and asset managed systems implantation and managed services.



SECTION 2 – CONDITIONS OF REQUEST FOR TENDER

1.1 NOTICE TO APPLICANTS

Little Scientists is seeking tenders for the supply and implementation Content Management System and Design Services for the Little Scientists corporate website.

RFT's should be submitted in accordance with instructions included in and deemed to comply with the selection criteria and where the offer is most advantageous to Little Scientists shall be awarded the works as detailed in the scope of works included in this RFT, subject to budgetary approval.

Little Scientists will not be bound to accept the lowest or any tender for this RFT and shall not be bound to call for fresh tenders in the event that a tender is not accepted for the work detailed in this RFT. A tender shall not be deemed to be accepted unless it is accepted in writing.

1.2 PRICING

Applicants are to provide a schedule of rates for the services listed in this document. Please detail what services are covered by the schedule of rates and please show the rates excluding GST with the GST component shown separately.

Schedule 3.2A shall also be completed indicating the required payment amounts for completion of each of the specified milestones.

1.3 CONTACT OFFICER

Requests for information or clarification regarding this RFT should be referred to:

Sibylle Seidler

Manager Little Scientists

Telephone: 02 80800065

Email: Sibylle@littlescientists.org.au



1.4 ASSESSMENT OF REQUESTS FOR TENDER

Little Scientists shall assess all RFT's in an open and consistent manner. We will not disclose any confidential information contained in the submissions. Through assessment of the evaluation criteria and any subsequent discussions with us, the evaluation panel will determine which if any Applicant will be selected to provide the services as contained in this RFT, subject to budgetary approval.

1.5 LATE TENDERS

Little Scientists is not permitted to consider any RFT unless it is submitted to Little Scientists before the closing deadline.

Please note that it is the Applicant's responsibility to ensure that all RFT documents are lodged following the instructions stated below.

1.7 SUBMISSION OF REQUEST FOR TENDER DOCUMENTS

Acceptable methods of submission of tenders and the relevant addresses are;

- **By e-mail:** All submissions should be titled: **RFT: 'Design, Development and Delivery of Little Scientists website upgrade'** and if delivered by mail or by hand, the following instructions apply:

- **By mail:** Submissions should be posted to:

Little Scientists
Attn Sibylle Seidler
Suite 501, 105 Pitt Street
Sydney NSW 2000

- **By hand:** The location for delivery is:

Little Scientists
Attn Sibylle Seidler
Suite 501, 105 Pitt Street
Sydney NSW 2000



Please note that only Tenders submitted to us by either email, mail or via delivery of a hard copy to the above-mentioned address will be considered for evaluation.

When submitting a tender electronically, any delay or loss of data resulting from equipment malfunction or unavailability is solely at the Tenderer's risk.

Acceptance

Little Scientists shall not be bound to accept any or all of the submitted tenders, or part thereof.

1.8 ADDENDA TO REQUEST FOR TENDER DOCUMENT

Applicants may ask for clarification of anything in the RFT documents. Any instruction resulting from such requests will be issued in writing to all interested parties in the form of an Addendum, which shall then become part of the RFT documents. Similarly, should Little Scientists require documents to be amended, an Addendum will be issued.

1.9 FURTHER INFORMATION

After the closing of RFT's, Applicants may be required to provide further information in relation to their past performance and other matters. If so requested, Applicants shall submit such information in writing within three (3) working days after the receipt of such a request.

1.10 WORK HEALTH AND SAFETY

Applicants shall note and comply with the Work Health and Safety Act and Regulation 2011, which requires that employers ensure the health, safety and welfare of their employees and the general public so far as reasonably practicable. We are fully committed to the implementation of all aspects of this legislation. The WHS Schedule found in this document is to be completed by all Applicants; failure to do so will result in your tender being considered non-conforming and it may not be further evaluated.



1.11 CONTRACTOR PERFORMANCE REPORT MEETINGS

It is a requirement of this RFT that the successful Applicant will be available for CPR meetings with relevant Little Scientists representatives, generally to be held every quarter, however at a minimum, once every six (6) months.



SECTION 2 – PROJECT BRIEF

Little Scientists invites proposals for the supply and implementation of a Content Management System and Design Services for a new Corporate Website. Prospective tenders must submit proposals in the manner required by this request for proposal.

2.1 BACKGROUND

2.1.1 Company background

The Little Scientists are a **not-for-profit initiative** designed to facilitate children’s natural curiosity for science, technology, engineering and mathematics (STEM) in the early years through child-appropriate, fun and playful experiments and enquiry-based learning.

Little Scientists aim to foster and maintain children’s natural curiosity for natural phenomena by taking up their questions and exploring their environment together with them. The Little Scientists initiative offers professional development workshops for early childhood teachers and educators who then facilitate the program at their education and care services; these workshops cover a number of topics (e.g. water, air, acoustics, energy), with 2 - 3 new subjects being introduced every year. The program is tailored towards children from 3 – 6 years of age.

2.1.2 Company History

The Little Scientists initiative in Australia is built on the well-established, readily developed, extensively tested and highly successful “Haus der Kleinen Forscher” (“Little Scientists House”) programme in Germany, a not-for-profit initiative of the Little Scientists House Foundation, based in Berlin. Founded in 2006, it has grown to become the largest early education initiative in Germany, with almost 27,000 education and care services and more than 1 million preschool children participating in the program throughout the country, and 238 Local Network Partners facilitating professional development in all 16 Federal States.

Little Scientists are managed (under its own account) by FROEBEL Australia Limited, a not-for-profit provider of bilingual early childhood education and care services based in Sydney. FROEBEL Australia was selected as exclusive partner for the roll-out of the Little Scientists programme in Australia in 2013.



2.2 SCOPE OF WORK

2.2.1 Purpose

Little Scientists expects to award a contract for the plan, design, build, and implementation of a Content Management System, incorporating the re-design of the Little Scientists public website, implementation, potentially hosting and ongoing support and maintenance. A set of training services are to be established to ensure that our staff are to be trained to operate, maintain and support the solution.

2.2.2 Further Requirements

The website must also allow for the following:

- Easy to manage Content Management System
- Workshop registrations: allow all workshop registrations to be made through our website – with the automatization that the registered network partners will automatically receive notification of workshop registrations
- Payment to be made through our website
- Identify educators and teachers from specified postcodes to be free of charge (lower SES postcodes – to be provided by us)
- Feed all educator data into a main database (customer relationship management) that will allow us to manage and engage with our client base (marketing, newsletters etc) as well as make our reporting easier (i.e. pull reports on how many educators have been engaged in the last 12 months in Victoria etc)
- Not immediate but mid-term goal: Be able to connect to an online campus system – basically a password secured area of our website where we can engage with our educators on many different levels: by posting workshop materials, have a forum, like a pinboard for suggestions etc (we can provide you with a campus system the foundation uses in Germany and that we quite like), Online courses/webinars
- Participants’ feedback from network partner workshops need to be uploaded and added to a database
- Certification process: an area on the website that is linked to our CRM and that allows us to automise the certification process (currently a 3 staged process driven through an external software – very clumsy and not very customer friendly and difficult for us to manage) – we will show how the certification process works



2.2.3 Our market

We have a variety of people looking at and/or using our website:

- Early childhood educators and teachers interested in participating in our professional development workshops
- Education and care services interested in sending their staff to our PD workshops
- Potential network partners, reaching from education and care service providers to TAFEs, universities, city councils, science outreach organisations, Catholic and Independent schools etc
- Corporates interested into partnering with us on a variety of projects
- Competitors

2.2.4 The function of the website

Overall, we don't mind the structure of our current website with the following categories:

- Home/ About us
- Workshops
- Partners
- Certification
- News
- Contact

The website should at a glance describe who we are, enable to see and directly book our workshops nationally, apply to become a certified Little Scientists House, get news, and a password protected "campus" site.

2.2.5 The style

- Clear, uncluttered, with strong images, using photography
- Easy to manage also for less computer savvy educators
- Must reflect the Little Scientists target groups: early childhood educators and children aged 3-6
- "designed to facilitate children's natural curiosity for science, technology, engineering and mathematics (STEM) in the early years through child-appropriate, fun and playful experiments and enquiry-based learning"
- Catch words: natural curiosity, playfulness, STEM

2.2.6 Likes

Contact details should be prominent. **MUST HAVE TEXT WHICH PRODUCES LOTS OF HITS.**



Following are a few websites that we like:

www.vinomofo.com.au
www.stylerunner.com.au
www.vivid.com.au
<http://www.onthegrid.city/>

I guess it is fair to say that we like HTML 5.

2.2.7 Information for the site

Little Scientists can provide lots of photographs and the text. We will tell you some key words for our business, but we need your guidance on words that produce hits. We need to be able to update our website, using non IT staff. Therefore we need a content management system.

2.3 KEY ASSESSMENT CONSIDERATIONS

The criteria against which Little Scientists will assess proposals are being developed. However, the following considerations are important to us:

- The proposed price – please be aware that we are a **non-for-profit organisation**;
- Demonstrated capacity, experience and technical ability to carry out the work under the contract;
- System capability and conformity with the functional specification;
- Focus on customer service provision and community engagement; and
- The proposed methodology for implementation, customer support, and product development and timeline for implementation.

2.4 FUNCTIONAL SPECIFICATION

This project is to procure a Content Management System (CMS) for the Little Scientists website systems that is flexible and highly scalable. The CMS must facilitate rapid development and deployment of multiple sites that can be managed from a single administrative interface. The CMS software should facilitate ease of use for end users and administrators alike and meet modern standards in web development, accessibility and information architecture.



The overall goal of this project is for Little Scientists to provide a website that provides a high level of customer service and community engagement opportunities. Our functional system requirements and priorities are listed below:

Site Administration

Requirement
Effective user management, including user and role based security access
Unlimited authors
Workflow management, with easy content approval for managers.
Automatic escalation for workflows
Document versioning, archiving and backup
Audit trail for site edits, what changes, by whom, and when
Detailed analytics of website traffic
Search engine optimisation
RSS syndication to allow for publication of news to external sources
Prominent search function
Easy to use form builder for rapid design and deployment of electronic forms (i.e. workshop calendar), polls, and surveys.



Site Functions & Features

Requirement
Online certification application submissions
Online positions vacant submissions
A–Z guide database function
Provision of streaming video and audio footage and other video clips (vodcasts and podcasts).
Ability to have a password-secured campus area that allows educators to participate in online forums and discussions
Provision of a photo gallery allowing for a transitioning slide-show for the primary and secondary pages
Community portal facility to group content relevant to a community group.

Site Design Elements

Requirement
Clean, leading edge design reflective of Little Scientists image
Accessibility to Web Content Accessibility Guidelines (WCAG) 2.0 (AAA where possible)
Site renders to suit commonly used mobile devices
Easy navigation with maximum two clicks to most content

Compatibility

Requirement
Multi-browser support, e.g. Microsoft Internet Explorer, Google Chrome, Firefox etc
Multi-device support, e.g., personal computers, tablets, Smartphone's etc
Flexible for future integration with any future operational software Little Scientists may deploy.



Technical features

Requirement
Subscription service for the public to opt in to receiving notification about news, workshops, events, jobs, and other points of interest by email or SMS
Integration with Social Media – e.g. Facebook, Twitter, Instagram, Flickr and any other social media platforms Little Scientists may choose to implement
Integration with Google Maps
Ability to track bugs / issues with the supplier via an online system.
New releases must have a detailed specification and an explanation of the consequences of new functionality. Such information should be available before delivery of the new release.
Provide details of release schedules and product development roadmap.
HTML 5.0 compliant
Multi-browser compliant
Google Analytics JavaScript code on each page



2.5 Little Scientists' ICT ENVIRONMENT

Information technology requirements

The successful solution must be compatible with all aspects of Little Scientists' Standard Operating Environment (SOE) and in other respects should conform to common standards. Please refer our ICT Landscape section below for details.

Business Function	Current Environment
Business Communications	Email <ul style="list-style-type: none"> • Microsoft Outlook 2007 • Microsoft Exchange 2010
Desktop & Productivity Software	
Operating System	Microsoft Windows 7 Professional
Productivity Suite	Microsoft Office 2007 Professional
Web Browser	Microsoft Internet Explorer 10
	Google Chrome
	Mozilla Firefox
Hardware & Network	
PC's and Laptops	Dell, Vostro etc



SECTION 3 – SUBMISSION DOCUMENTS

3.1 TENDER FORM

Business Name:	
Trading As:	
Date Established:	
Business Type:	Note – if trading as a trust, a copy of the Trust Deed must be attached and provided in the response
ABN:	ACN: [enter text here]
Registered Address:	
Postal Address:	
Telephone Number:	Facsimile Number:
General Email Address:	Website Address:
Address of Office Responding:	
Postal Address:	
Telephone Number:	Facsimile Number: [enter text here]
Contact Person Name:	
Position in Company:	
Telephone Number:	Mobile Phone Number:
Email Address:	



3.2 SCHEDULE OF RATES

The Quote shall submit the service rate applicable on this form, if insufficient space attach appendix

Type of Service	Rate (excluding GST) \$	Rate (including GST) \$
Initial Product Cost (indicate breakdown if more than one component)		
Implementation costs (please show breakdown of costs)		
Any other relevant charges (please describe)		
Total Year 1 Implementation costs		
Ongoing annual maintenance/licence charges		

Additional Costs

Type of Service	Rate (excluding GST) \$	Rate (including GST) \$
Consultancy charges (per hour or per day)		
Additional components (product options)		
Training charges (per hour or per day)		
Travel arrangements costing (per day)		



Future upgrade costs (not included in annual maintenance charges)		
Any other charges (please describe)		

3.2A Milestone Payment Schedule

Little Scientists reserves the right to be guided by a mutual consultation process with the successful tenderer to defined the milestones for this project.

MILESTONE	Estimated Completion date	Payment Value	Tasks Completed, Evaluation & outcome
MILESTONE 1	July 2016		Project Commencement
MILESTONE 2	End of July 2016		Sign off Graphical Design
MILESTONE 3	September 2016		Sign off Pre Production Website
MILESTONE 4	October/November 2016		Website Live
MILESTONE 5	December 2016		Project Sign Off



3.3 COMPANY PROFILE

Respondents must provide the following information:

- Details of the size of your organisation;
- Details of your corporate structure;
- Brief history of your organisation;
- Details of quality assurance systems and/or procedures; and
- Details of your customer base

3.4 SPECIFIED PERSONNEL

Respondents must nominate the names of proposed key personnel for the project, listing their qualifications, level of expertise, relevant experience and percentage of time to be allocated on the work under the Contract.

The following information is to be provided for each person separately:

- Full name of specified person;
- Position held;
- Percentage of time on the project;
- Qualifications; and
- Level of expertise.

3.5 PROPOSED PROGRAM FOR IMPLEMENTATION

Please indicate your suggested timeline and methodology for implementation.

Please suggest phases or options to implement in the shortest timeframe.

Full implementation (including training) must take place by 31 October 2016.

3.6 PROPOSED METHODOLOGY FOR CUSTOMER SUPPORT AND PRODUCT DEVELOPMENT

Please indicate;

- Your process for customer support and liaison.
- Your process of product development, quality control, and interaction with users regarding development. Details of your scheduled product development, including timeline and frequency for delivery, should be attached to this document.



3.7 DETAILS OF PRODUCT

Please describe your product in terms of history, capability, and the future direction you intend for the product. Please also indicate the strengths and weaknesses of your product.

You will be required to provide access to a demonstration model of your product. Please indicate how this demonstration model will be accessed.

You may be required to make a presentation to the evaluation team at Little Scientists.

Respondents must provide this information to ensure the product meets Little Scientists' information technology requirements.

3.8 INSURANCE DETAILS

Public Liability Insurance:

Insurance against the death or injury to any third party or parties or loss of or damage to any property including loss of use of property whether it is damaged or not whatsoever caused during the course of the contract. The policy shall contain a cross liability clause and a "principal's clause" and shall have a limit of indemnity of not less than the amount indicated for any one occurrence, but shall be unlimited in the aggregate.

Insurance Required – A\$20 million

Insurance Company	Policy No.	Value	Expiry Date

Professional Indemnity Insurance (if applicable):

Professional Indemnity insurance for a limit for any one claim of not less than the amount indicated below. The policy shall be maintained from the completion of the contract for a period of seven (7) years.

The policy shall include the following extensions:

- | | | |
|-----------------------------|---------------------------------|--------------------------|
| Unlimited retroactive date; | Automatic reinstatement clause; | Libel and slander; |
| Consultants clause; | Cross liability clause; | Principal's" clause; and |



Trade Practices Act (Commonwealth) and Equivalent Fair Trading Acts (State) Clause.

Insurance Required – A\$1 million

Please inform us of the amount of insurance held if less than A\$1 million

Insurance Company	Policy No.	Value	Expiry Date

Please attach copies of your current certificates of currency.



3.9 WORKERS COMPENSATION INSURANCE QUESTIONNAIRE

Insurance policy details relating to workers compensation for companies, or Income Protection Insurance for sole traders or partnerships

Name of Contractor:	
Name of Insurer(s):	
Is the Insurer licensed in accordance with the provisions of the Insurance Act 1973 (as amended)?	
Please state the Policy No:	
Please state the Renewal Date:	
Date current policy(ies) was effected:	
Does the insured hold policies covering liabilities under the Legislation of N.S.W.?	
Please state the description of business as shown on the Policy?	
Does the policy cover all the work undertaken on the Contract?	
Will you undertake to advise the Manager of Little Scientists should any of the information shown on this questionnaire alter; if any of the policies are cancelled mid-term, or not renewed with the insurers named during the currency of the Contract; or if the insurers license issued by the Insurance Commissioner is not renewed, or is revoked, or is in any way limited?	
For Income Protection state whether the insurance includes weekly benefits of at least 76% of the weekly income, Death benefits of at least \$250,000 and a minimum benefit period of 24 months.	

TO BE COMPLETED BY RESPONDENT:

Signed: _____

Position: _____

Date: _____



3.10 PUBLIC LIABILITY INSURANCE QUESTIONNAIRE

Please complete the following information in relation to Public Liability Insurance cover.

Name of Provider:	
Name of Insurer(s):	
Is the Insurer licensed in accordance with the provisions of the Insurance Act 1973 (as amended)?	
Please state the Policy No.:	
Please state the Renewal Date:	
Date current policy(ies) was effected:	
Description of business as shown on policy?	
Does the Policy cover the work undertaken on this Contract?	
Please State the Limits of Indemnity?	
What are the territorial limits of the Policy?	
Is indemnity provided in respect of all sub-contractors and other persons borrowed or hired?	
Is indemnity provided in respect of liabilities arising out of the undermentioned risks? a. Fire and explosion b. Vibration c. Damage to underground cables & services d. Non-Act liabilities for all unregistered vehicles, equipment and plant.	
Please indicate any policy deductibles, limitations and exclusions, e.g. in respect of fire and explosion, limit of indemnity in any period of insurance?	
Will you undertake to advise the Manager of Little Scientists should any of the information shown on this questionnaire alter; if any of the policies are cancelled mid-term, or not renewed with the insurers named during the currency of the Contract; or if the insurers license issued by the Insurance Commissioner is not renewed, or is revoked, or is in any way limited?	



TO BE COMPLETED BY RESPONDENT

Signed: _____

Position: _____

Date: _____



3.11 WORK HEALTH AND SAFETY

Evidence of Satisfactory WHS Management

Nominate at least three contracts/projects completed within the last two (2) years that demonstrate successful management of work health and safety by the tenderer:

Client	Name & location of contract <i>Eg. Blacktown City Council Provision of Tertiary Training; Dubbo Water Treatment Plant; Tamworth Coles Shopping Centre; 3 Storey Unit Block, Penrith.</i>	Contract Price/ Project Value	Start Date	Completion Date
.....
.....
.....
.....

Recent Prosecutions and Fines

Has the tenderer incurred a prosecution or fine for a breach of any Australian health and safety legislation during the past two (2) years? Yes, or No.

If 'Yes', list details of every prosecution and fine below:

Description of WHS prosecution or fine	Action taken by tenderer in response
.....
.....
.....
.....

DESCRIPTION	YES	NO	ATTACHED (YES / NO)
Does the organisation have a WH&S Management Plan as part of its overall management system?	Yes	No	Yes / No
Is the WH&S Management Plan accredited by a NSW Government agency or an accredited third party?	Yes	No	Yes / No
Has the organisation prepared safe Work Method Statements [or Standard Operation Procedures] for all of its work activities with a significant risk?	Yes	No	Yes / No
Has your organisation a WH&S induction program for employees? Is a record maintained of all training and induction programs undertaken?	Yes Yes	No No	Yes / No Yes/No
Does your organisation assess the WH&S capabilities of your subcontractors?	Yes	No	Yes / No
Has Workcover NSW issued the organisation with any Prohibition Notices, Improvements Notices or fines in the past 12 months? Is there a system for recording and analysing WH&S performance statistics?	Yes Yes	No No	Yes / No Yes/No
Does your organisation have a documented incident investigation procedure?	Yes	No	Yes / No
Is the organisation able to provide documented evidence that within its organisation there are people or resources nominated to: - Define WH&S management policies and objectives, priorities and targets; - Define the responsibilities of personnel for WH&S matters; - Identify system verification requirements and allocating human, technical and financial resources adequate to meet those requirements; - Ensure compliance with WH&S legislation and regulations; - Keep abreast of changes in legislation and regulations; - Acquire and disseminate WH&S management information - Plan and conduct training in WH&S management, including inducting new employees;	Yes Yes Yes Yes Yes Yes Yes Yes	No No No No No No No No	Yes / No Yes/No Yes/No Yes/No Yes/No Yes/No Yes/No Yes/No



- Oversee the development and implement of WH&S procedures;	Yes	No	Yes/No
- Ensure compliance with safe work practices and procedures	Yes	No	Yes/No

3.12 STATUTORY DECLARATION ON NON-COLLUSIVE TENDER DECLARATION

The Respondent must complete and submit this form with the tender. All submitted information will be treated as confidential

I, _____ (Print name),

Of _____ (Organisations Name),

Do hereby solemnly declare and affirm the following:

1. I hold the position of _____, and am duly authorised by the aforementioned organisation to lawfully proclaim the following and, after having made due inquiry believe the following to be completely accurate to the best of my knowledge.
2. Neither the Respondent nor the Respondents Agents or Staff has entered into any contract or agreement to offer payment of any kind to a trade association, representative of the Superintendent or representative of Little Scientists in the event of a winning tender by this organisation.
3. Neither the Respondent nor the Respondents Agents or Staff have had any knowledge of the details of tender's submitted by it's competitors nor did the Respondent furnish the details price of the enclosed tender to any source external to their own organisation prior to the close of the tender date as specified within this tender document.
4. Neither the Respondent nor the Respondents Agents or Staff has entered into any contract or agreement to offer payment of any kind to an unsuccessful Respondent in the event of being accepted for a future contract of any sort with Little Scientists.
5. The Respondent is not aware of any facts, which would affect the decision of Little Scientists in accepting this tender submission, nor has the Respondent attempted to acquire information relevant to the tender process by soliciting Little Scientists, the Superintendent or their Representative's Agents or Staff.
6. Neither the Respondent nor the Respondents Agents or Staff have entered into any agreement with other organisations, which results in a payment of unsuccessful Respondents fees.
7. The contents of this document are true and correct to the best of my knowledge and in no way have been written under duress of any form.



I make this solemn declaration as to the matter aforesaid, according to the law in this behalf made, and subject to the punishment by law provided for any wilfully false statement in any such declaration.

Signature of Respondent: _____

Subscribed and declared at: _____

This: _____ **Day of** _____ **(Year)** _____

Before me: _____ *(Print name)*

Witness: _____ *(Signature)*

(Justice of the Peace or authorised person)

3.13 ADDITIONAL INFORMATION

Please detail any matters which have not been covered in the Schedules and which you believe should be taken into consideration when this Tender is being evaluated. Also clearly detail any changes, which will provide improved value for money for Little Scientists and the Community:

Attach extra pages if required