

**GovCMS Drupal Services Panel – Request for Quote (v.2.2)**

Standard provisions of the Head Agreement and Module 1 apply to all contracts. Refer to these documents for further information. In some cases, these provisions can be amended on a contract-by-contract basis.

NOTES:

All draft Contracts must be sent to GovCMS@finance.gov.au for review and approval prior to the Contract being executed.

Method of procurement: Open Tender under Panel Deed of Standing Offer (SON3816897)[[1]](#footnote-1).

About the buyer

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|  | **Agency/Organisation:** |  |
|  | **Contact details:** | *[Where should sellers send their completed RFQs?]**[Who do they contact if they have questions?]* |

Project details

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|  | **Estimated start date** | *[Insert date the project is due to start e.g. dd/mm/yyyy; OR say ‘On agreement by both parties'.]* |
|  | **Estimated delivery date for the project?** | *[Insert period of time for which the Contract will run prior to any extensions.]* |
|  | **Will the buyer have the option to extend the contract?** | *[Insert any period of time for which the Contract might be extended by the Agency.]* |
|  | **Project Description:** | *[Describe the outcome and requirements of the project, whether there is an existing website, what is the purpose for this project, is data to be migrated and how, the size of the website, who is going to use it.]* |
|  | **Website URL:**  | *[Insert Website URL]**[Is this an existing site or a planned site?]**[If a new site, is your domain name approved and registered?]* |
|  | **Hosting arrangements:***If you’re not sure about your hosting options contact the GovCMS team \*before\* you ask for quotes* | *[Insert GovCMS SaaS | GovCMS PaaS | Other]**[Where applicable, the buyer must have an active subscription for certain Category 2 fixed-price packages.]**[Agencies must have an MOU in place to access GovCMS hosting and support services.**If you have an existing MOU with govCMS note the number here]****Things to consider:****Will the project be built on the GovCMS platform?**If on the GovCMS platform a GovCMS Sandbox may be required, and additional costs apply. Contact* *govcms@finance.gov.au* *for assistance.* |
|  | **Estimated budget:** | *[Be realistic and indicate if portions of the budget are allocated to certain activities, this will help sellers tune their responses.]* |

Deliverables

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|  | **Deliverables:** | *[Describe the Services required in a manner consistent with the GovCMS Drupal Services Panel Product and Service Catalogue. The Drupal Services description should describe the specific Services required, specifications, any Milestones for delivery and installation dates, etc]**[Be as specific as you can, but focus on the outcome you need. Give sellers the opportunity to recommend a specific combination of Services from Category 1 or Category 2 or both]* |

Specific Terms and Conditions

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|  | **Travel and Disbursements:** | *[Insert details of any approved travel and disbursements or insert 'Not Applicable'. e.g. if specific rates or caps apply, prior approval required by buyer etc]* |
|  | **Use of subcontractors:** | *[Indicate if the buyer is happy to allow the seller to use subcontracted resources to deliver the project. This information is disclosed on the GovCMS Drupal Services Products and Services Catalogue. Any new subcontractor a seller wishes to use must be approved by Finance. Buyer has discretion to require the seller to use the seller’s own employees.]* |
|  | **Offshore Resources** | *[Sellers must specify the location/country of offshore resources, at any stage of the Contract term.* *Buyer to indicate if offshore resources can be used to deliver the project. Sellers with access to offshore resources and locations are identified in the GovCMS Drupal Services Panel Product and Service Catalogue.* |
|  | **Work location:** | *[It is at the buyer’s discretion where the work is to be completed. This includes remote working, on-site at the buyer’s office, on-site at the seller’s registered work location, in Australia at another agreed location, or offshore.]* |
|  | **Specific remote working arrangements:** | *[If the buyer is happy for the Services to be delivered at a location that is not the buyer’s office, describe how you will interact with the seller over the life of the project. e.g., GovTEAMS, Teleconference, specific video conferencing or online conferencing tools, preferences for scrum/Kanban tools, project and issue tracking]* |
|  | **Security clearances:** | *[Indicate if the seller’s staff, subcontractors or delivery partners will require a security clearance – and to what level.]**[Note any restrictions that would apply to staff without a clearance – e.g., cannot come on-site or access the agency’s IT network]* |
|  | **Documentation:** | *[Add any details of Documentation to be supplied by the seller in addition to the Documentation required under clause 14 of the Module Specific Terms.]* |
|  | **Agency Supplied Items:** | *[Insert details of any Agency Supplied Items to be provided to the seller. This could include design mockups, existing user research, and access to existing CMS tools or websites. Otherwise insert 'Not Applicable'.]* |
|  | **Agency Assistance and responsibility for preparation of the premises/facilities:** | *[Insert details of any access to Agency sites, accommodation, facilities, equipment, furnishings, fixtures, support and other assistance to be provided to the seller.]**[Insert details of the Agency's obligations for the preparation of its premises and / or facilities.]* |
|  | **Standards and Codes:** | *[Insert any additional specific standards for the supply of a Service including industry codes or best industry practice methodologies; otherwise insert 'Not Applicable'.]**[Commonwealth Agencies are required that compliance with the Digital Service Standard is mandatory]* |
|  | **Confidentiality:** | *[Indicate if there is confidential information, and confirm if the seller, their staff, subcontractors or delivery partners will need to sign non-disclosure agreements before commencing the project]**A template is available on request and from the GovCMS website* |
|  | **Intellectual Property Rights:** | *[Clause 14 of the Head Agreement and clause 11 of Attachment 2 to Module 1 establish a baseline for how IP rights will be attributed under this Panel. Buyers and Sellers may negotiate other arrangements but this must be noted in the individual contract order form]**(Drafting notes: The reference to clause 13.2 of the Head Agreement in clause 11.1.2. of Attachment 2 to Module 1 should be a reference to clause 14.2 of the Head Agreement. The drafting in the Module is an error. For all Contract Order Forms for a Contract under this Module 1, the Intellectual Property Rights in any New Material vest in the Agency upon creation. Clause 14.2 of the Head Agreement does not apply. The drafting above clarifies this point).* |
|  | **Reporting:** | *[Indicate if specific reporting or project management activities are required. e.g., burn-down report at end of each sprint, sprint velocity report upon request, retrospectives to be held at end of each sprint, high level summary report each month etc]* |
|  | **Data Protection (clause 15.13 of Attachment 2 to Module 1):** | *[Insert 'Required' if the Contractor is to provide to Finance and the Agency on request an audit log of access to Agency Material OR insert 'Not applicable'.]* |
|  | **Technology threats (clause 15.2 and 15.11 of Attachment 2 to Module 1):** | *[Insert details of the parties' obligations in relation to technology threats.] [e.g. The Contractor must comply with all requirements specified in relation to the protection of data or Materials, for example using anti-virus software, use of a VPN to connect to GovCMS infrastructure (particularly from offshore locations); and for personal devices, Contractors must conduct virus scanning and malware detection]* |
|  | **Open Source Software (clause 12.7 of Attachment 2 to Module 1):** | *[Insert details of any alternative options for the provision of an IP register and whether the final payment is not subject to the provision of this register OR insert 'Not applicable'.]* |
|  | **Acceptance Testing and Acceptance Criteria (clause 10 of the Head Agreement):** | *[Insert agreed Acceptance arrangements (including timeframes) or specify any Drupal Services that are not subject to Acceptance.]**[For example, for SaaS websites, “the website is able to be installed on the SaaS Platform”. If testing is going to be done with other parties, or internal staff employed by the buyer, this should be noted as an exclusion on the specific contract]* |

Other Terms

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|  | **Other:** | *[Insert details of any special conditions or amendments. These MUST be approved by Finance prior to executing a contract.]* |

Determining value for money

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|  | **Examples of other projects:** | *[How many example projects already completed by the seller would you like to see?]*Or “Not Applicable” |
|  | **Referee details:** | Please supply the details of *[xx]* referees who can attest to your ability to deliver the services outlined in this RFQ. Or “Not Applicable” |
|  | **Evaluation criteria:** | The following criteria will be used to evaluate RFQ responses when determining value for money* Overall price including any commercial discounts that may apply
* Ability to deliver the Services within the required timeframe
* If requested, evidence of successful delivery of similar projects, including positive referee checks
* *[Other criteria]*
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***Note:*** *It is the responsibility of the buyer to complete a value for money assessment for each contract, and to obtain the appropriate financial delegate approvals before Finance will approve any draft Contract.*

 *Check the govCMS website (*[*www.Govcms.gov.au*](http://www.Govcms.gov.au)*) for the most recent version of the the GovCMS Drupal Services Panel Product and Service Catalogue, the Head Agreement, Module 1, Request for Quote, and Draft Contract Order form templates.*

1. Commonwealth entities in undertaking procurements with a value above $10,000 must be reported on AusTender within 42 days from the date the contract is fully executed. This includes contracts and contract variations. [↑](#footnote-ref-1)