



LEGISLATIVE ASSEMBLY FOR THE AUSTRALIAN CAPITAL TERRITORY

SELECT COMMITTEE ON ESTIMATES 2023-2024

Mr Mark Parton MLA (Chair), Ms Jo Clay MLA (Deputy Chair),
Mr Michael Pettersson MLA

ANSWER TO QUESTION TAKEN ON NOTICE DURING PUBLIC HEARINGS

Asked by Mr Peter Cain MLA on Thursday 27 July 2023: Mr Andrew Barr MLA took on notice the following question(s):

[Ref: Uncorrected Hansard Transcript 27 July 2023 [PAGE 15]]

In relation to:

Ms Johnston: We commenced a tender process in April 2022, and we concluded it in January 2023. We went through all of the usual steps, including the ACT Government Procurement Board, and we did a technical assessment; a value for money assessment; an ability to deliver the services that we wanted.

There was a procurement panel that included procurement ACT; members of my team, who have expertise in advertising; and an external ACT government member. That was a very rigorous process. I guess the ultimate reason that we go through that process is the alternative to having someone who purchases advertising and delivers it on your behalf is that each directorate does that themselves, and there is a lot of inefficiency in that.

Universal McCann have expertise in dispatching and making sure the right type of media product goes to the right media outlet. They also have expertise in developing media plans, like how do we most effectively target a particular—say there is a grants program, and we want a particular segment of the community to understand that. They have some capability to help us target that. The arrangement we have in place is very similar to the one the commonwealth government has in place, and Universal McCann are the providers also for the Australian public service.

MR CAIN: Thank you for this overview, but are you able to table the documentation that supported offering this contract?

Ms Johnston: The contract is on the contracts register.

MR CAIN: The material that was part of this assessment that led up to the contract. Are you able to table that material for this committee?

Mr Barr: I will take on notice what we can table.

Mr. Andrew Barr: The answer to the Member's question is as follows: –

The Request for Tender documentation provided outlines the evaluation criteria used in the tender process for the Media Placement and Advice Panel (GS975543). Assessment in line with these criteria led to the appointment of Universal McCann.

Approved for circulation to the Select Committee on Estimates 2023-2024

Signature: 

Date: 17.8.23

By Chief Minister, Andrew Barr MLA



ACT
Government

Procurement ACT

Request for Tender (RFT)

GS2975543

FOR THE PROVISION OF MEDIA PLACEMENT AND ADVICE

RFT PANEL DETAILS

Issue Date	14/04/2022
Closing Time	2:00 PM (Canberra local time) on 17/05/2022
Respondent Enquiries and RFT Lodgement	https://tenders.act.gov.au

On behalf of: Chief Minister, Treasury and Economic Development
Directorate

1. RFT DETAILS

PROJECT NUMBER	GS2975543								
RFT ISSUE DATE	14/04/2022								
INDUSTRY BRIEFING	21/04/2022 (Canberra local time)								
END OF PERIOD FOR RFT QUESTIONS & ENQUIRIES	Respondent questions and enquiries will be permitted until 5pm (Canberra local time) on 09/05/2022. Contact email: tendersACT@act.gov.au Telephone: +61 2 6207 9000								
RFT CLOSING TIME	2:00 PM (Canberra local time) on 17/05/2022								
RFT INDICATIVE TIMETABLE*	<table> <tr> <td>Evaluation period</td><td>May to August 2022</td></tr> <tr> <td>Negotiations with preferred Respondent</td><td>August 2022</td></tr> <tr> <td>Contract commencement date</td><td>01/10/2022</td></tr> <tr> <td>Debriefs</td><td>1 week after Contract execution.</td></tr> </table> *This timetable is indicative only and may be amended.	Evaluation period	May to August 2022	Negotiations with preferred Respondent	August 2022	Contract commencement date	01/10/2022	Debriefs	1 week after Contract execution.
Evaluation period	May to August 2022								
Negotiations with preferred Respondent	August 2022								
Contract commencement date	01/10/2022								
Debriefs	1 week after Contract execution.								
RFT OUTCOME	☒ Panel Arrangement - More than one (1) Contractor.								
CONTRACT TERM	The proposed initial Term of the Contract is three (3) years . The Territory may, at its sole and absolute discretion, extend the Term of the Contract by twenty-four months in the aggregate.								
RESPONSE VALIDITY PERIOD	12 months after the Closing Time.								
TERRITORY TERMS AND CONDITIONS	In preparing a Response, the Respondent acknowledges confirms it will adhere to Attachment A – Territory Approach to Market Terms and Conditions .								

2. REQUEST FOR TENDER

2.1. Structure of the RFT

2.1.1. This RFT sets out the details concerning the Territory requirements and contains the following Attachments:

Attachment A - Territory Approach to Market Terms and Conditions

Attachment B - Statement of Requirements

Attachment C - Response Schedules

- RFT GS2975543 - Mock Multi-Channel Brief Attachment
- RFT GS2975543 - Mock Digital Brief Attachment

- RFT GS2975543 - Mock Functional Advertising Brief Attachment

Attachment D - Pricing Schedule

Attachment E - Draft Services Panel Deed

Attachment F - LIPP

2.2. Industry Briefing

TIME AND DATE	2pm (Canberra local time) on 21/04/2022.
VENUE	The Industry Briefing will be held via Webex. An invitation will be sent to registered Respondents one day prior to the briefing.
MANDATORY	Not mandatory.
RESTRICTIONS ON NUMBER OF ATTENDEES	Attendance at the industry briefing is limited to two Respondent representatives.
ATTENDANCE REGISTRATION	Details of industry briefing attendees, including name, title, phone number, and email address must be registered through the Tenders ACT system by no later than 19/04/2022. Registrations are made by clicking on the ' <i>Briefing Registrations</i> ' button located under the <i>Briefing</i> section of the Response details page on Tenders ACT.

3. RFT BACKGROUND

3.1. Background

- 3.1.1. Procurement ACT is a division under the Chief Minister, Treasury and Economic Development Directorate and is responsible for the sourcing and management of Territory (Whole of Government) arrangements.
- 3.1.2. Procurement ACT needs to appoint a Contractor (or Contractors) capable of providing the Territory with the requirements as detailed in **Attachment B – Statement of Requirements** so that the Territory meets its operational requirements and objectives.
- 3.1.3. The Territory will invite Respondents to submit Responses for the provision of the requirements as described in the RFT, **Attachment B – Statement of Requirements** subject to the terms and conditions set out or referred to in the RFT and **Attachment E - Draft Services Panel Deed**.

4. PANEL CATEGORIES

- 4.1.1. Respondents will be appointed to the Panel to deliver Services as identified in the Statement of Requirements.
- 4.1.2. In determining the number of approved Respondents to be appointed under this Panel the Territory will consider the following:
 - (a) technical capability and capacity of the Respondents to provide the Services;
 - (b) Respondents' specialty and or expertise in delivering the Services (within a similar environment to the Territory's requirements);

- (c) number and availability of appropriate available Contractors to provide the Services; and
 - (d) Respondents' pricing rates for delivering the Services.
- 4.1.3. The number of approved Respondents will be determined by the Evaluation Team during the evaluation process and will take into consideration the following:
- (a) Current demand – ensuring enough Respondents are appointed to cover the Territory's current demand/Panel usage for the Services; and
 - (b) Future demand – ensuring enough Respondents are appointed to cover increases in demand for the Services.
- 4.1.4. The Panel will be established as an open panel arrangement and as such the Territory may, during the term of the arrangement and at its discretion choose to appoint additional Respondents to the Panel. A membership refresh may be undertaken yearly as an Open Market approach (utilising the original Approach to Market/Evaluation Criteria and preferably a member of the original Evaluation Team).
- 4.1.5. The membership refresh activity will also allow existing Panel Members the opportunity to nominate and be assessed for membership to additional categories throughout the life of the Panel Arrangement. The Panel Categories are:

Category Reference	Service Category	Description
1a	Brand (campaign) Advertising	Planning, strategy, advice, buying, placement, reporting and evaluation of multi-channel advertising media. This includes digital and non-digital channels.
1b	Digital Only (campaign) Advertising	Search, social, websites, apps, display, video, programmatic.
2	Functional (non-campaign) Advertising	Planning, strategy, buying and placement of functional non-campaign advertising media. This generally involves advertising pertaining to recruitment and public notices.
3	Media Negotiations (Brand and Functional)	Annual negotiation of favourable, competitive media rates and trading terms with media network groups (eg, but not limited to TV, newspapers, magazines, digital, radio stations, cinema, out of home) on behalf of the Territory.
4	Additional Services	Ad-Hoc

- 4.1.6. A Respondent must be able to deliver all the requirements for their chosen Category/Categories.

5. EVALUATION CRITERIA

5.1. Mandatory Evaluation Criteria

5.1.1. Not used.

5.2. Weighted Evaluation Criteria

5.2.1. Respondents must identify which Category/Categories they are Tendering.

Category Reference	Service Category	Tendering
1a	Brand (campaign) Advertising	Yes / No
1b	Digital Only (campaign) Advertising	Yes / No
2	Functional (non-campaign) Advertising	Yes / No
3	Media Negotiations (Brand and Functional)	Yes / No
4	Additional Services <i>Noting all panel members will automatically be included in category 4, additional services.</i>	

5.2.2. Weighted Evaluation Criteria

NO.	WEIGHTED EVALUATION CRITERIA	WEIGHTING 100%
1	Proposed Account Management, Service Delivery, Reporting and Supporting Administration Tool/s (Dashboard/WIP). <u>Account Management and Service Delivery</u> The Tenderer must demonstrate its operational process to provide the Service Category nominated including: (a) the operational process, practices and protocols for successful account management and service delivery. (b) proposed communication protocols and responsibility matrix for engaging with the Territory Contract Officer, WhoG C&E, Territory Customer and Third-Party Media Suppliers to ensure the Territory's objectives are met while maintaining appropriate confidentiality, conflicts of interest etc;	30%

	(c) managing multiple Territory requests (may be cross Directorate/Agencies) for Services within tight timeframes and ensuring hours of coverage and reporting requirements; and (d) staying up-to-date, and advising of and trialing new technology or channels including delivering information sessions to Territory personnel. <u>Reporting and Supporting Administration Tool/s (Dashboard/WIP)</u> The Tenderer must detail its capability to deliver required reporting and utilisation of administrative tool/s used to meet the Territory's requirements. (a) operational administration systems / software (tools) proposed to support the booking and production process, including workflow management, campaign status (supporting in-market, status report) and financial management (expenditure report) etc; (b) outline real time data/dashboard capability to ensure timely and accurate campaign visibility; monitoring, post analysis etc to support reporting requirements; and (c) delivery of post campaign results reporting, media performance and expenditure reports. Including outlining its expenditure/reconciliation process and management of media outlets, over spend, under spend, credits and refunds. Note: Tenderers may be requested to demonstrate its Administration Tool/s (Dashboard/WIP). The Territory will outline the demonstration requirements at the time of a request.	
2	Methodology The Tenderer must provide the following samples, consistent with what the Territory would be provided for Service Categories/Category (Category) being tendered. <u>Category 1a Brand (campaign) Advertising</u> 1. A sample media strategy for the mock multi-channel brief (refer to RFT GS2915543 - Mock Multi-Channel Brief Attachment) that includes, but is not limited to the following details: (a) planning and scheduling that demonstrates value, quality and effectiveness; (b) alignment with or below approved budget;	20%

	(c) advice and rationale on consumer profiling, media preferences of target audiences, and innovative ways to reduce costs and increase advertising effectiveness; (d) provides flexibility and responsiveness and present insights and an understanding of media market climate and trends; (e) options for optimising the campaign through any planned underspend; (f) identifies the costs of each activity separately (including all fees and loadings); and (g) Timings for each phase of delivery – strategy, plan, despatch etc. 2. A sample multi-channel post campaign report that details: (a) efficiency and effectiveness of the campaign against benchmarks; (b) analysis, insights and strategic advice on the performance of all media booked; (c) overall media reach and effectiveness of the campaign; (d) planned versus media value; and (e) lessons learned and recommendations on how things could be done better and improvements for future. <u>Category 1b Digital Only (campaign) Advertising</u> 1. A sample media plan for the mock digital brief (refer to RFT GS2975543 - Mock Digital Brief Attachment) that includes, but is not limited to the following details: (a) planning and scheduling that demonstrates value and effectiveness; (b) alignment with or below budget; (c) advice on channel preferences, and ways to reduce costs and increase effectiveness; and (d) all costs and fees for each activity separately. <u>Category 2 Functional (Non - campaign) Advertising</u> 1. A sample media plan for media placement in the Canberra Weekly refer to RFT GS2975543- Mock Functional Brief Attachment). <u>Category 3 Media Negotiations (Brand and Functional)</u> 1. A sample draft media negotiation plan that details: (a) Media outlets or suppliers identified for negotiations; (b) Timeframe for undertaking negotiations;	
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- (c) Benchmarking, review and acceptance of negotiated terms;
- (d) Name and qualification of identified Contractor personnel undertaking negotiations; and
- (e) Contractor and Territory review and approval process and associated timeframes.

The Tenderer must demonstrate how this report would normally be presented to the Territory – via presentation, static reporting, dashboard etc. Include links, screenshots or samples.

Allocation of weighting

Each Category tendered has an independent weighting of 20% for Weight Criterion 2 – Methodology.

Tenderers tendering for one or more Categories will have its Weighted Criterion 2 assessed against those only tendering for the same Category (i.e., not against other categories that other tenderers might also have tendered for).

Weighted Criteria 1, 3, 4, 5 and 6 remain a constant score and would not be dependent on the Category being tendered in Weighted Criterion 2.

Example Matrix to determine Category members.

Tenderers 1 and 2 are tendering for all Panel Categories. Weighted Criterion 1, 3, 4, 5 and 6 have a constant score across the Categories. Weighted Criterion 2 (yellow highlight) is the only variable score and is dependent on the Category being assessed.

Tenderer Category 1a	WC1	WC2 1a	WC3	WC4	WC5	WC6
Tenderer 1	20%	18%	7%	10%	5%	5%
Tenderer 2	15%	15%	5%	7%	8%	8%
Tenderer 3	25%	10%	10%	5%	2%	8%

Tenderer Category 1b	WC1	WC2 1b	WC3	WC4	WC5	WC6
Tenderer 1	20%	15%	7%	10%	5%	5%
Tenderer 2	15%	15%	5%	7%	8%	8%
Tenderer 3	25%	10%	10%	5%	2%	8%

	Tenderer Category 2	WC1	WC2 2	WC3	WC4	WC5	WC6	
	Tenderer 1	20%	18%	7%	10%	5%	5%	
	Tenderer 2	15%	15%	5%	7%	8%	8%	
	Tenderer 3	25%	10%	10%	5%	2%	8%	
	Tenderer Category 3	WC1	WC2 3	WC3	WC4	WC5	WC6	
	Tenderer 1	20%	18%	7%	10%	5%	5%	
	Tenderer 2	15%	15%	5%	7%	8%	8%	
3	Agency Structure and Capability The Tenderer must demonstrate its capability and capacity to provide the Service Category nominated including: (a) in-depth understanding and knowledge of the Services Category being tendered and a strong ability to translate this effectively into the products / advice / support being produced; (b) ability to stay current in the field, to develop innovative solutions, monitor and provide advice on emerging trends and to be adaptable; (c) capacity to manage the Territory as a key client, and details of other key clients; (d) a team structure showing a dedicated Account Manager, and Digital Account Manager and where they are based; (e) an outline of personnel (Specified Personnel) who will work with the Territory, including high level work experience summary and qualifications of personnel; (f) outline any initiatives aligned to workforce inclusion and diversity within the agency; (g) upscaling or downscaling operations to ensure they meet varying capacity demands; (h) proposed contingency arrangements in the event key personnel are unavailable or change; and (i) details of any industry memberships or positions that the agency or staff hold. In the event a Tenderer's agency resides outside of the Canberra Region, the Tenderer must demonstrate their interstate working approach.							15%

	In the event that some of the Tenderer's workforce resides outside of Australia, the Tenderer must demonstrate their location, working approach, data security and employment conditions.	
4	Supporting Strategic Objectives The Tenderer must demonstrate its operational alignment to provide the Service Categories nominated: (a) alignment with the Territory values including but not limited to diversity, inclusion and environmental impact; (b) approach to collaboration with the Territory to deliver best-practice, high quality campaigns, advisory services and insight for the ACT Community and its alignment to the 'One Government, One Voice' approach to communication and engagement; (c) what it considers the main challenges and opportunities in the current advertising landscape and how these may influence Services; (d) approach to continuous improvement and how it will maintain agility and flexibility in a changing market place in order to deliver best practice outcomes; and (e) any training it intends to offer to the Territory to enhance understanding of media and effective advertising.	15%
5	Experience and Past Performance The Tenderer must provide a case study example of an innovative digital strategy or campaign that enhanced campaign outcomes, extracted further value and efficiency in costs, optimised channels and had clear, measurable results. The case study must discuss at a minimum: (a) Objective vs result; (b) Challenge/s experienced and or target not met; (c) Change in strategy and or optimisation to enhance result; (d) Financials; and (e) Customer/client satisfaction (if available).	10%

6	Local Industry Participation Policy The Tenderer must demonstrate that it will ensure capable local businesses are given full, fair and reasonable opportunity to participate in the provision of the Services during the term of the proposed agreement. Tenderers must complete and submit Attachment E- LIPP with their response.	10%
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5.3. Non-Weighted Evaluation Criteria

NO.	NON-WEIGHTED EVALUATION CRITERIA
NWC1	Price Tenderers are required to complete the Returnable Pricing Schedule (Attachment C). All Pricing breakdown categories within the Schedule should be populated. Prices are to be in Australian Dollars and GST inclusive. Note the Territory reserves the right to undertake up to three (3) pricing benchmarking reviews and may request updated Services fees during the Term of the Panel.
NWC2	Value Added Tenderers are invited to detail any further value added offerings not requested in the Statement of Requirements that it believes would be beneficial to the Territory.

6. SECURITY AND CONFIDENTIALITY

6.1.1. Subject to clause 6.1.2, the Territory agrees to keep confidential:

- (a) prior to completion of the Approach to Market process –any information provided to the Territory by a Respondent; and
- (b) following completion of the Approach to Market process – any information that unsuccessful Respondents have requested in their Response be kept confidential.

6.1.2. Any obligation by the Territory to keep information submitted by Respondents as confidential, is not breached if the information:

- (a) is an exchange of information as specified in **Attachment A - Territory Approach to Market Terms and Conditions**;
- (b) is disclosed by the Territory as specified in this Approach to Market, including to its advisers or employees for the purpose of conducting the Approach to Market process;
- (c) is disclosed by the Territory to any Commonwealth, State or Territory government agency;
- (d) is authorised or required by law to be disclosed; or
- (e) is in the public domain.

- 6.1.3. Any recipient of Confidential Information (whether a potential Respondent, Respondent or otherwise) (**Recipient**) must keep that information confidential. If a Recipient becomes aware that the Confidential Information has been (or may have been) released to it in error, or is not the intended recipient of the Confidential Information, it must immediately notify the Territory, and must not copy or continue to use the Confidential Information for any purpose, nor disclose its contents to any other person.

7. CONTRACT REQUIREMENTS

7.1. Form of Contract

- 7.1.1. The Territory reserves the right to alter provisions of **Attachment D – Draft Services Panel Deed** if an alternative is determined to be more appropriate.

7.2. Insurances

- 7.2.1. Without limiting the insurance that is required to be held by the successful Respondent by law (e.g. workers' compensation) or under contract with the Territory, the successful Respondent will be required to take out and maintain:
- (a) public liability insurance with coverage in the amount of no less than **\$10,000,000** in respect of each occurrence; and
 - (b) professional indemnity insurance with coverage in the amount of **\$10,000,000** in the annual aggregate.
- 7.2.2. A preferred Respondent will be required to produce evidence of insurances before a Services Panel Deed is signed.
- ### 7.3. Subcontractors not approved
- 7.3.1. Acceptance of a Response by the Territory does not constitute an approval of a proposed Subcontractor or subcontracted work.
- 7.3.2. Nominated subcontractors will be considered at any future Request for Quotation (RFQ) or Work Order assessment stage and may be approved or rejected in the Territory's absolute discretion.