Australian Government

Department of Finance

GovCMS Drupal Services Panel Refresh (2022)

Statement of Requirements (Module 1 Attachment 4)

RFT FIN015/2020/PQRT210001242

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[Note to Contractor: This Statement of Requirement has been drafted so that it can be incorporated into Module 1 of the Head Agreement (it will be included as Attachment 4 to Module 1). Accordingly, it refers to the 'Contractor' and sets out the obligations that will apply to Contractors who are selected as successful to join the Panel and enter into a Head Agreement with the Department of Finance which contains Module 1. Module 1 will be included in the Head Agreement signed with Panellists]

Overview

1. This Statement of Requirement (**SoR**) sets out the requirements for the services (**Drupal Services**) that are available to be procured by Agencies through the GovCMS Drupal Services Panel (**Panel**).

2. The Panel is primarily designed to assist Agencies to procure Drupal Services needed to assist them to use GovCMS. GovCMS is an open-source web content management system hosted on the public cloud and managed by the Department of Finance (**Finance**). Agencies using GovCMS are able to create and manage websites cost effectively, in compliance with Australian government standards. GovCMS combines a Drupal content management system with a website hosting system. There are two offerings available to Agencies within GovCMS: a fully managed software-as-a-service (**SaaS**) offering, and a self-managed Platform as a Service (**PaaS**) offering that provides web hosting.

3. The Contractor acknowledges and agrees that the Panel is a non-exclusive arrangement and that Agencies may obtain goods and services similar to the Drupal Services at the Agency's absolute discretion. An Agency may choose to procure Drupal Services from any number of Panellists. For example, it may choose one Panellist to provide solution design and advisory services and another Panellist to undertake the build and delivery of the final website.

4. This SoR sets out the minimum requirements for the Drupal Services provided through the Panel. Other specific requirements for the Contractor's Drupal Services may be set out in the Products and Services Catalogue for the Panel established and maintained by Finance. In addition, an Agency seeking Drupal Services will specify in the relevant Contract Order Form:

   4.1. further specifications and details about the specific Drupal Services, including any Milestones, outcomes or other achievements that must be achieved by the Contractor through the provision of the Drupal Services; and

   4.2. the performance or quality requirements for the Drupal Services provided by the Contractor,

   and the Contractor must comply with any such additional requirements, as well as the requirements in this SOR.

5. Before placing a Contract for Drupal Services under the Panel, Agencies will undertake their own value for money assessment (separate to the value for money assessment

undertaken by Finance in relation to the establishment of the Panel) in relation to the procurement of those Drupal Services from the Contractor.

Definitions

6. In addition to terms which are defined in the Head Agreement (including in Module 1), in this SOR:

    6.1. **Agile** means a methodology used to break project development down into incremental, iterative steps, so that deliverables are designed and built incrementally from the start of the project, instead of all at once near the end.

    6.2. **Drupal** means the open-source content management system of that name, which is used for GovCMS.

    6.3. **Drupal Distribution** means a pre-configured combination of Drupal modules, consisting of a core Drupal module, extra Drupal modules and Drupal Themes.

    6.4. **Drupal module** means a collection of files and functionality, which can be a core module (which is obtained when Drupal is installed), a contributed module (which is created to enhance core module functionality and features and made available to the Drupal community) or a custom module (which may be website specific).

    6.5. **Drupal Open-Source Software Licence** means the open-source licence arrangements under which the software comprising Drupal is distributed or otherwise made available to the public from time to time as at 22 January 2021, the licence arrangements are available at Licenses & Standards | Open Source Initiative.

    6.6. **Drupal Theme** is a configuration which dictates the look and feel of a website built using Drupal, and includes font sizes, font types and colour schemes.

Drupal Services

7. The Drupal Services are divided into the following Categories:

    7.1. **Category 1 - General Drupal Services:** These are Drupal Services which fall within one or more of the descriptions in **clause 19**. An Agency can procure any General Drupal Services from the Contractor.

    7.2. **Category 2 - Fixed Price Drupal Services:** These are packages of Drupal Services which fall within one of the descriptions in **clause 24**. An Agency can only procure those Fixed Price Drupal Services from the Contractor which are set out in the Products and Services Catalogue.

8. All requirements in this SOR apply to both Categories of Drupal Services, unless specified otherwise.

GovCMS compliance requirements

9. The Contractor must comply with the following requirements whenever it is providing Drupal Services to an Agency in connection with the GovCMS SaaS offering:

   9.1. the Contractor must only undertake development activity using the GovCMS Drupal Distribution, with Finance in the role as "Product Owner"; and

   9.2. the Contractor must obtain prior written approval from Finance before it develops any new modules for the GovCMS Drupal Distribution for inclusion on the GovCMS SaaS platform. Finance may, in its absolute discretion, decide not to accept new or updated modules to the GovCMS SaaS platform.

10. An Agency is under no obligation to make payment to the Contractor for any Drupal Services that do not comply with the requirements of **clause 9**. The Contractor must provide remedial services to achieve full compliance with **clause 9** at no additional cost, and within a timeframe acceptable, to the Agency.

11. The Contractor must comply with the following requirements whenever it is providing Drupal Services to an Agency in connection with the GovCMS PaaS offering:

    11.1. The Contractor must use the Drupal Distribution which is selected by the Agency for their GovCMS website.

    11.2. If the Agency selects to use a supported GovCMS Drupal Distribution, the Contractor must:

       11.2.1. ensure that any new or updated Drupal modules developed by it are delivered to Finance at the same time as the final version of the new or updated module is delivered to the Agency (unless otherwise agreed with Finance);

       11.2.2. ensure that Finance is provided with all relevant documentation and software code (both source and object code) necessary for Finance to make any new or updated module available to all in the Drupal community; and

       11.2.3. comply with the Drupal Open-Source Licence.

12. The Contractor must comply with the following requirements whenever it is providing Drupal Services to an Agency in connection with GovCMS (in relation to either SaaS or PaaS):

    12.1. the Contractor must provide any information reasonably requested by Finance in relation to the Drupal Services; and

    12.2. the Contractor must ensure that all Deliverables that it provides to Agencies who are non-corporate Commonwealth entities under the PGPA Act, are

consistent with, and meet the requirements of, the Digital Service Standard (available at https://www.dta.gov.au/help-and-advice/about-digital-service-standard), or any standard that Finance notifies the Contractor has updated or replaced that standard.

Service delivery approach and requirements

13. For all Drupal Services, the Contractor must:

13.1. ensure that all of its Personnel undertaking work in relation to the Drupal Services are suitably skilled, qualified and experienced;

13.2. complete the required Drupal Services off site at the Contractor's premises, on site at an Agency's premises or at another site (including working from home), as approved by the Agency;

13.3. remain responsible at all times for compliance with security requirements when working off site or at another site approved by the Agency;

13.4. comply with all Laws, including any legislative requirements relevant to the Drupal Services; and

13.5. ensure that all Contractor Personnel undertaking work as part of the Drupal Services comply with all publicly available Agency policies, and any other policies which are notified to the Contractor by the Agency or Finance (including policies relating to the conduct and behaviour of Contractor personnel whilst on Agency premises).

Service Standards

14. The Contractor must ensure that all Deliverables provided as part of the Drupal Services, including all Drupal modules and Drupal Themes developed or enhanced by the Contractor, meet Web Content Accessibility Guidelines 2.1 AA Compliance (**WCAG 2.1 AA**) or any other standard which Finance notifies the Contractor has updated or replaced this standard), and any other applicable standards, or standards included in the SOR or a Contract.

15. An Agency or the Contractor may request that Finance issue a direction regarding the standard required to meet the Contractor's obligation in **clause 14** . The Contractor must comply with any direction issued by Finance.

Reporting

16. The Contractor must provide the following reports to Finance:

16.1. **Contract Commencement Report:** Within 7 days of entering into a Contract with an Agency, the Contractor must report (in the manner specified by

Finance) details of the Agency which has procured the Drupal Services from the Contractor, including the Agency contact officer's name, telephone number and email address, and provide a copy of the signed Contract to Finance;

16.2.   **Market Engagement Report**: By the 14th day of each month, the Contractor must provide to Finance (in the manner specified by Finance) a market engagement report for the previous calendar month detailing each Request for Quote (RFQ) or Expression of Interest (EOI) they have been asked to respond to.

16.3.   The report must include the contact details of the enquiring Agency, the requirement and closing date of the RFQ or EOI, and whether a response was provided to the Agency.

16.4.   For the purposes of **clause 16.3,** Finance considers that a Contractor has responded to an RFQ or REOI if the Contractor provides to the Agency:

16.4.1. a completed quote or expression of interest; or

16.4.2. a response that they have insufficient capacity to offer Drupal Services the Agency within the timeframes indicated in the RFQ or REOI.

16.5.   The Contractor must also provide a monthly "Nil" report where no RFQs or EOIs were received in the period.

16.6.   The information about RFQs or EOIs submitted to the Panel provided in the Market Engagement Report may be used by Finance to seek feedback from Agencies as to the quality, completeness and timeliness of the Contractor's responses to RFQs or EOIs. Finance may also make its own enquiries of Agencies about RFQs and EOIs issued to the Panel.

16.7.   Finance at its absolute discretion, reserves the right to use information provided in the Market Engagement Report, and information arising from enquiries made to Agencies from the Report or from Finance's own investigations, in any consideration by Finance about whether a Contractor should be removed from the Panel in accordance with the termination rights included in the Head Agreement and Module 1.

16.8.   **Monthly Service Report:** By the 14th day of each month, the Contractor must provide to Finance (in the manner specified by Finance) a monthly performance report for the previous calendar month detailing:

16.8.1.   for each Contract placed with the Contractor under the Panel:

a)   the work which has been undertaken in respect of that Contract during the previous calendar month;

b) any failure(s) by the Contractor to meet any Performance Criteria or Milestone under that Contract during the previous calendar month;

c) any mitigating circumstances and all other relevant details surrounding any failure described in clause b) above; and

d) the amount invoiced (or to be invoiced) to the Agency for the previous calendar month; and

16.8.2. all Contracts completed in the previous month, with a summary of the Drupal Services provided (and any Deliverables provided), and the total amount invoiced (including any amount yet to be invoiced) under each Contract.

16.9. If the Contractor does not have any current Contracts and has not provided any Drupal Services to any Agency during the previous month, the Contractor must submit a report to Finance indicating that no work under the Panel has been undertaken in that reporting period.

16.10. **Ad-hoc Reports:** The Contractor must provide ad hoc reports as requested by Finance within three (3) Business Days, unless otherwise agreed in writing by the Finance (as applicable).

16.11. If the Contractor consistently fails to provide these reports on time, or at all, Finance, at its absolute discretion, reserves the right to exercise its termination rights in the Head Agreement and Module 1 to remove the Contractor from the Panel for non-compliance.

17. The Contractor must provide reports to the Agency as specified in the Contract Order Form.

18. The Contractor must provide all reports:

18.1. within the timeframes specified in this SoR or the Contract Order Form or as otherwise reasonably required by Finance or the Agency (but where a report is to be provided on a day that is not a Business Day, the report may be provided on the next Business Day);

18.2. in the format prescribed by Finance and the Agency (as applicable); and

18.3. by lodging them online or sending them to the nominated email address specified by Finance or by the Agency (as applicable).

Category 1: General Drupal Services

19. The Drupal Services in this Category include those described in clause 19. The specific Drupal Services required by an Agency will be as set out in the Contract Order Form. These may encompass well defined, substantial project work or general development assistance. The Drupal Services in Category 1 include:

19.1. **Solution Design and Technical Architecture Advisory Services** - these include services that are specific to the application of Drupal to meet the Agency's web publishing business and functional requirements;

19.2. **Provisioning of Drupal Application Programming Services** - these include services required to modify, create and integrate functionality for Drupal websites. This includes developing custom code, community-developed Drupal modules and Drupal Themes that meet the requirements of WCAG 2.1 AA;

19.3. **Build and Migration Services** - these include services to build or migrate and deploy an existing Agency website from other content management systems to Drupal, and to enable the Agency website to be hosted on GovCMS;

19.4. **Content Design, Editing and Publishing Services –** these include services for editing, designing, evaluating, migrating and publishing of content. The development of site information architectures and content models is also included (publishers must have Drupal content administration experience);

19.5. **User Research and Customer Experience Analysis Services –** these include services for usability and user needs assessment and evaluation, prototype development and user testing and service design activities directly related to the implementation of deliverables on the Agency's Drupal web site (services not directly related to the building, maintenance or enhancement of a Drupal-based website are excluded from this panel);

19.6. **Quality Assurance Services** - these include services for the provision of quality assurance reports, technical reviews and assessments, and accessibility audits on existing Drupal websites, and in relation to Deliverables provided under the Panel (including Deliverables from other Panellists as required);

19.7. **Integration Services** - these include services to provide assistance integrating Drupal with an Agency's legacy systems and third-party publishing tools;

19.8. **Application Support Services** - these include services for the provision of outsourced application support, incident management and minor functional

enhancements following an Agency's adoption of Drupal for its website;

19.9. **Documentation Services** - these include services for the provision of documentation designed to assist the Agency to use, understand or modify Deliverables provided under the Panel (including Deliverables from other Panellists as required); and

19.10. **Agile Services** - these services include Agile coordination and delivery activities specific to the provision of other Deliverables provided by the Contractor under the Panel.

20. A number of specific roles will be included in Category 1 and Contractors will be required to confirm both hourly and daily rates as maximum prices ex-GST. Contractors will have the option to provide discounts on a contract-by-contract basis, but must not charge rates in excess of their approved capped price.

[Note to Contractor: Where relevant, Finance has specified an indication of the expected level of experience for each resource type.]

21. The Contractor must provide the following resources:

21.1. Drupal Theme Builder

21.2. Junior Drupal Theme Builder (less than 3 years' experience)

21.3. Senior Drupal Developer (more than 8 years' experience)

21.4. Drupal Developer (3 to 8 years' experience)

21.5. Junior Drupal Developer (less than 3 years' experience)

21.6. Senior Content Designer (more than 8 years' experience)

21.7. Content Designer

21.8. Senior Drupal Content Publisher (more than 8 years' experience)

21.9. Drupal Content Publisher

21.10. Senior Business Analyst (more than 8 years' experience)

21.11. Business Analyst (less than 8 years' experience)

21.12. Senior UX Designer - (more than 8 years' experience)

21.13. UX Designer

21.14.   Senior Digital Art Designer (more than 8 years' experience)

21.15.   Digital Art Designer

21.16.   Senior Tester (more than 8 years' experience)

21.17.   Tester

21.18.   Senior Technical Architect (more than 8 years' experience)

21.19.   Technical Architect

21.20.   Senior Solution Architect (more than 8 years' experience)

21.21.   Solution Architect

21.22.   Senior Information Architect (more than 8 years' experience)

21.23.   Information Architect

21.24.   Senior Scrum Master/Delivery Manager (more than 8 years' experience)

21.25.   Scrum Master/Delivery Manager

22. More detail about the requirements for the Contractor's General Services may be set out in the Products and Services Catalogue, and the Contractor must comply with any such requirements.

23. The Contractor must be able to provide evidence of experience when assigning personnel to Contracts.

Category 2: Fixed Price Drupal Services

24. The Drupal Services in Category 2 include packages of services for:

    24.1.   Website Assessments and Advisory Services, as described in clause 26;
    24.2.   Technical Support Services, as described in clauses 27 to 30.

25. For each of the above packages of Drupal Services, the Contractor must provide and meet all of the minimum requirements for that package as described in the applicable clause(s). The Contractor must also provide and meet any additional requirements for that package as described in the Product and Services Catalogue and the Contract Order Form.

    [Note to **Contractor***: Finance will only include details in the Products and Services Catalogue about the Fixed Price Drupal Services offered by a* Contractor *who is successful for Category 2 Drupal Services.*

    Website assessments and advisory services

26. These include packages of Drupal Services to assist the Agency, as part of project establishment and planning activities, with the preparation of a variety of design and architecture documents, high-level designs, costings and project timelines. In providing a package, the Contractor must ensure that any website assessment and advisory services deliver sufficient information to enable the Contractor, another supplier, or an internal Agency development team to build and deliver the website.

    The minimum requirements for these packages of Drupal Services are:

Drupal Services package	Minimum Requirements
1-day website assessment workshop – small site, simple project	½ day meeting, ½ day report generation – assesses requirements against current GovCMS functionality and makes recommendations for which service offering is best fit – SaaS or PaaS
3-day website assessment and advisory workshop – medium complexity project	Requirements review, design implementation discovery, migration discovery, development cost estimates, module/distribution functional assessment, component architecture, high-level design, content-type specifications, risk planning.
5-day website assessment and advisory workshop – large complex project	Workshop documentation to be provided to Agency within 10-Business Days following workshop – and <u>must</u> be sufficiently detailed to enable the website owner to approach the market to build and deliver the website

On-going Drupal application support

27. Agencies requiring on-going support to help operate and maintain their websites may purchase Drupal Services for technical support in blocks of support hours.

28. For websites running on the GovCMS SaaS environment:

   28.1. Additional technical support by the Contractor is limited to maintaining and enhancing the website theme, content and configuration of the Drupal instance.

   28.2. Security patching, module updates and some configuration activities for GovCMS SaaS hosted websites are services managed by the Department of Finance on behalf of Agencies and are not within the scope of this Panel.

29. For sites running on the GovCMS PaaS environment:

   29.1. Additional technical support by the Contractor can include theme, content and configuration related activities.

   29.2. Security patching, deployment of module updates, and general management of the installed Drupal instance are the responsibility of the Agency and they can engage a Contractor to deliver these services.

      29.2.1. For clarity, Finance is not responsible for these activities for PaaS hosted sites; and

      29.2.2. Finance is only responsible for the provision of the infrastructure a PaaS hosted site runs on.

30. The minimum requirements for these packages of Drupal Services are:

Drupal Services package	Minimum Requirements
For all application and development packages	The maximum fixed price is the monthly rate for this support and includes all associated costs with providing these Drupal Services (e.g. it includes set up costs).
	This Drupal Service requires the Contractor to provide on-going application and development support during Business hours for a minimum of three months and a maximum of 12 months, as described in the Product and Service Catalogue or the Contract. These limits allow for demand modelling and resource scheduling.
	Consumption rules such as lead time to arrange support activities, where relevant, must be detailed in the Contractors Product and Services Catalogue.
	This Drupal Service excludes the provision of support for infrastructure incidents and outages but includes theme and site configuration, content formatting and presentation layer support.
	The Contractor **must** report to the Agency each month or at the request of the Agency, the balance of available hours prepaid under the contract.
	Additional blocks of hours can be purchased as required, but must be purchased as a block of either 10, 20 or 50 hours on a monthly basis.
	The Contractor must specify what happens to unused hours at the end of a month within the support retainer period, and what happens to unused hours at the end of the support retainer period. Rollover and forfeit are both acceptable approaches. An Agency may enter into an extension arrangement for a support retainer but this must be done via a change order or a new contract on or before the expiry of the existing retainer arrangement.
10-hours application and development support	This Drupal Service requires the Contractor to provide the specified number of hours of application and development support. The specific scope of the application and development support will be specified in the Product and Service Catalogue or the Contract.
20-hours application and development support	
50-hours application and development support	
After-hours call out fee / penalty	This Drupal Service requires the Contractor to provide support outside of Business Hours specified in the Product and Service Catalogue or Contract.
	This fee only applies to application and development support services required to be provided outside of

Drupal Services package	Minimum Requirements
	Business Hours. Prior written approval by the Agency must be provided before a call out fee or penalty can be applied.
	Unless agreed and detailed in advance on a Contract, the Contractor must prepare and execute a change order on the Contract to document the amount of after-hours work undertaken prior to issuing the relevant invoice.
	Agencies can agree and specify in a Contract what proportion of their block hours can be used for delivery of services outside of Business Hours. In this instance, the Contractor must not exceed the number of pre-approved hours without obtaining further written approval from the Agency.