



Australian Government
Department of Health

REQUEST FOR TENDER for the establishment of a Health Data Analytics Panel

Reference: Health 01/1617

**ISSUED BY THE AUSTRALIAN GOVERNMENT
DEPARTMENT OF HEALTH**

**Lodgement Closing Time: 02:00PM, Monday 8 August 2016
(local time in Canberra, ACT)**

PLEASE NOTE:

- Tenders must be lodged electronically via AusTender (see clause 9)
- Tenders should be lodged in the format described in clause 11.

The Department adheres strictly to Commonwealth policy on late tenders. The Department therefore recommends that Tenderers plan to lodge their Tender well before the Closing Time to minimise the possibility of any unforeseen circumstances arising that may cause the Tenderer to miss the Closing Time.

RFT Contact: HDASP@health.gov.au

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PART 1 – OVERVIEW, BACKGROUND, SERVICES SPECIFICATIONS AND TENDER LODGEMENT

1. REQUEST FOR TENDER

1.1 This Request for Tender (**RFT**) comprises:

- (a) Part 1 – Overview, background, services specifications and tender lodgement
- (b) Part 2 – Information to be provided by Tenderers
- (c) Part 3 – Evaluation of Tenders
- (d) Part 4 – Conditions of Tendering
- (e) Part 5 – Glossary
- (f) Schedule 1 – Statement of Requirement
- (g) Schedule 2 – Tenderer Declaration
- (h) Schedule 3 – Tenderer Response Information
- (i) Schedule 4 – Statement of Non-Compliance
- (j) Schedule 5 – Pricing Schedule
- (k) Schedule 6 – Draft Deed

1.2 Tenderers' attention is also drawn to the:

- (a) Conditions for Participation set out in clause 13;
- (b) Minimum Content and Format Requirements set out in clause 14; and
- (c) Essential Requirements set out in clause 15.

2. THE DEPARTMENT

2.1 The Commonwealth of Australia acting through the Department of Health (**Department**) is responsible for better health and wellbeing for all Australians. The Department aims to achieve its vision through strengthening evidence-based policy advice, improving programme management, research, regulation and partnerships with other government agencies, consumers and stakeholders.

3. HEALTH DATA ANALYTICS

3.1 For the purposes of this RFT, Data Analytics refers to activities that advance the understanding of health service delivery, including interactions between delivery settings and potential innovations, and the related expenditure required to sustain the Australian Health System.

4. RFT OBJECTIVE

- 4.1 The Health Data Analytics Select Panel ('the panel') will be used to provide a broad range of data analytic services and support the Department with data analytics tools, capability and capacity. Data analytic services will cover:
- Supplementing the Department's data analytics staffing and capabilities in order to deliver outcomes from data analytics projects;
 - Assisting the Department to evaluate new and emerging analysis methods;
 - Delivering trial and evaluation services of self-service data reporting and analytics tools, including those to assist economic, statistical and location based analysis, and geospatial services;
 - Delivering project management services for data analytics projects;
 - Delivering services to collect, collate and prepare data (e.g. survey design, modelling, cleaning, integration) for data analysis projects;
 - Delivering services to communicate the results of data analysis in an engaging way for the target audience whatever their nature or location, eg turning health data into visual intelligence; and
 - Delivering advisory services on the role of data analytics in strategic planning, analytic processes and capability improvements.

5. ESTABLISHMENT OF THE PANEL

- 5.1 The Department is seeking Tenders from organisations that are capable of supplementing its existing data analytics capacity.
- 5.2 The detailed specifications and requirements for the Products are set out at **Schedule 1 - Statement of Requirement**.
- 5.3 The Department intends to:
- (a) identify a panel of organisations that can offer advice or services on a best *value for money* basis; and
 - (b) enter into a *Deed of Standing Offer* with each Panel Member. The Deed of Standing Offer will be in the form of the Draft Deed set out in **Schedule 6 – Draft Deed**.
- 5.4 The panel will be established for a period of three years, commencing on 1 September 2016 and concluding on 1 September 2019. An option for up to two years extension beyond 30 June 2019 will be available at the sole discretion of the Department.
- 5.5 The Department does not warrant that any services will be purchased from any Panel Member during the term of the panel.

6. RFT TIMETABLE

6.1 The following is an indicative timetable for this RFT process:

Activity	Timing
Release of RFT	7 July 2016
Enquiry Cut-Off Date	25 July 2016
Closing Time	02:00PM, Monday 8 August 2016 (local time in Canberra, ACT)
Evaluation of Tender(s)	August 2016
Execution of Deeds of Standing Offer with successful Tenderers	September 2016
Notification of unsuccessful Tenderers	September 2016
Commencement of the Panel	September 2016

7. ENQUIRIES ABOUT THIS RFT

7.1 Enquiries about this RFT must be made by email addressed to:

Email: HDASP@health.gov.au

7.2 The Department will provide answers to any reasonable enquiry from a prospective Tenderer that is received by the Department before the Enquiry Cut-Off Date set out in clause 6.1, in which case:

- (a) questions and related answers may be disclosed to all prospective Tenderers via AusTender (without disclosing the source of the questions); and
- (b) any Tenderer Confidential Information contained in a question (that is expressly nominated as such by the relevant Tenderer and agreed to by the Department) will be removed prior to disclosure on AusTender.

7.3 All communications related to this RFT should be addressed to the Contact Email (via the contact details specified above) and not to other Departmental officers or other persons. A Tenderer who communicates other than to the Contact Officer may be excluded from participating further in this RFT process.

8. AUSTENDER, THE AUSTRALIAN GOVERNMENT TENDER SYSTEM

8.1 AusTender is the Australian Government's procurement information system. Access to and use of AusTender is subject to terms and conditions. In participating in this RFT process, Tenderers must comply with those terms and conditions and any applicable instructions, processes, procedures and recommendations as advised on the [AusTender website](#).

8.2 All queries and requests for technical or operational support must be directed to:

AusTender Help Desk
Telephone: 1300 651 698

International: +61 2 6215 1558

Email: tenders@finance.gov.au

- 8.3 The AusTender Help Desk is available between 9am and 5pm ACT local time, Monday to Friday (excluding ACT and national public holidays).

9. **ELECTRONIC LODGEMENT**

- 9.1 Tenders must be lodged electronically via AusTender before the Closing Time and in accordance with the tender response lodgement procedures set out in this RFT and on AusTender.
- 9.2 If Tenderers need to lodge material that cannot be submitted via AusTender, Tenderers should contact the Contact Officer prior to Closing Time to make arrangements for its submission.

10. **TENDER CLOSING TIME AND DATE**

- 10.1 Tenders must be lodged before the Closing Time specified in this RFT (see clause 6.1).
- 10.2 The Closing Time will also be displayed in the relevant AusTender webpage together with a countdown clock that displays in real time the amount of time left until Closing Time (For more information please see AusTender Terms of Use). For the purposes of determining whether a Tender has been lodged before the Closing Time, the countdown clock will be conclusive.

11. **PREPARING TO LODGE A TENDER**

- 11.1 Tenders should be lodged in the following file formats:
Microsoft Word (version 2003 to 2010) or PDF (version 1.5 to 1.7).
- 11.2 The Tender file name/s should:
(a) incorporate the Tenderer's company name; and
(b) reflect the various parts of the bid they represent, where the Tender comprises multiple files.
- 11.3 Tender response files should not exceed a combined file size of 5 megabytes per upload.
- 11.4 Tenders must be completely self-contained. No hyperlinked or other material may be incorporated by reference.

12. **SCANNED OR IMAGED MATERIAL, INCLUDING STATUTORY DECLARATIONS**

- 12.1 In the event that the Department requires clarification of the Tenderer's Tender, the Tenderer may be required to courier or security post the originals of the signature and/or initialled pages to the Department at the address notified by the Department within the period notified by the Department.

PART 2 – INFORMATION TO BE PROVIDED BY TENDERERS**13. CONDITIONS FOR PARTICIPATION**

- 13.1 Subject to clause 14.2, if the Department considers that a Tenderer does not satisfy all of the following Conditions for Participation, that Tender will be excluded from further consideration under this RFT:

Item	Conditions for Participation
1	The Tenderer must not have had any judicial decisions against it (excluding decisions under appeal) relating to employee entitlements and have not paid the claim.
2	The Tenderer, its personnel, and any Subcontractors proposed in the Tender must not, at the Closing Time, be listed as terrorists under section 15 of the <i>Charter of the United Nations Act 1945</i> (Cth).
3	The Tenderer (and any Subcontractor proposed in its Tender) must not be named in the Consolidated list referred to in Regulation 40 the <i>Charter of United Nations (Dealing with Assets) Regulations 2008</i> (Cth).

14. MINIMUM CONTENT AND FORMAT REQUIREMENTS

- 14.1 Subject to clause 14.2, if the Department considers that a Tender does not satisfy all of the following Minimum Content and Format Requirements, that Tender will be excluded from further consideration under this RFT:

Item	Minimum Content and Format Requirements
1	The Tender must be in English and measurements must be expressed in Australian legal units of measurement.
2	The Tender must include a completed, signed and scanned Tenderer Declaration in the form at Schedule 2.
3	Response to the Tender must follow the tender response information outlined in Schedule 3.
4	Tenderers must substantially complete and submit the Pricing Schedule in Schedule 5 in accordance with the instructions provided in Schedule 5.

- 14.2 Without limiting the Department's other rights in this RFT, the Department may, in its sole and absolute discretion, allow the Tenderer to correct any error of form in a Tender that appears to be unintentional, by lodging a correction or additional information, in writing in accordance with the direction of the Department.
- 14.3 If the Department provides any Tenderer with the opportunity to correct errors of form, it will provide the same opportunity to all other Tenderers that are in the same position.

15. ESSENTIAL REQUIREMENTS

- 15.1 Those described under 21.1 as Essential Corporate Attributes.

16. FORMAT OF TENDERS

- 16.1 Tenders should be completed in accordance with Schedule 3, Schedule 4 and Schedule 5, noting the following:
- (a) all applicable information should be provided in response to the information requirements set out in Schedule 3, Schedule 4 and Schedule 5;
 - (b) where a response to a particular requirement is covered in another section of the Tender, a cross reference to that section should be provided; and
 - (c) Tenderers may include additional or support materials (as supplements or attachments to the Tender Response Information) noting that Tenderers are discouraged from including generic marketing information that does not relate to the information requested in this RFT and/or does not address the Evaluation Criteria.

17. PANEL TERMS AND CONDITIONS

- 17.1 Tenderers are reminded that it is the Department's intention to establish common terms relating to the supply of the advice or services, according to the terms and conditions set out in the Draft Deed. Tenderer's who wish to indicate a non-compliance with any of the provisions of the Draft Deed should complete **Schedule 4 – Statement of Non-Compliance**.
- 17.2 Tenderers should be aware that any non-compliances stated will be taken into account in the evaluation of Tenders.

18. PRICING

- 18.1 Prices should be fixed for the duration of the Deed.
- 18.2 Tenderers should provide full details of their proposed price structure in **Schedule 5 – Pricing Schedule**.
- 18.3 Prices should be in Australian dollars (inclusive of GST).

19. WORKPLACE GENDER EQUALITY ACT 2012 (CTH)

- 19.1 Commonwealth policy prevents the Commonwealth from entering into contracts with suppliers who are non-compliant under the *Workplace Gender Equality Act 2012* (Cth) (**WGE Act**). The Draft Deed requires that a successful Tenderer must:
- (a) comply with its obligations, if any, under the WGE Act; and

- (b) provide a current letter of compliance within 18 months from the commencement date of the Contract and following this annually to the Department.
- 19.2 Successful Tenderer(s) should note that if, during the term of the Deed, a successful Tenderer becomes non-compliant with the WGE Act, the successful Tenderer must notify the Department. For further information about coverage of the WGE Act, contact Workplace Gender Equality Agency on (02) 9432 7000.
- 19.3 The Tenderer's Declaration in Schedule 2 contains a statement from the Tenderer indicating whether or not the organisation is a 'relevant employer' under the WGE Act and, if applicable, Tenderer's are to provide a current letter of compliance as part of their Tender, or prior to entering into a Contract.

20. **ILLEGAL WORKERS**

- 20.1 It is Commonwealth policy not to contract with providers engaging Illegal Workers.
- 20.2 The Tenderer's Declaration in Schedule 2 contains a statement from the Tenderer confirming that it meets this obligation.

THIS DOCUMENT HAS BEEN RELEASED UNDER
THE FREEDOM OF INFORMATION ACT 1982 (CTH)
BY THE DEPARTMENT OF HEALTH AND AGED CARE

PART 3 - EVALUATION OF TENDERS**21. EVALUATION CRITERIA**

21.1 The Department will use the following Evaluation Criteria in the evaluation of Tenders:

Description	Weighting (if any)
<p>Essential corporate attributes</p> <ol style="list-style-type: none"> I. Willingness to have their employees undergo additional security requirements including those required to work on Department premises and access confidential patient data. See http://www.defence.gov.au/AGSVA/Getting-a-clearance.asp <ol style="list-style-type: none"> a. These include approvals for building and IT access, data access, signing deeds of confidentiality, privacy and conflict of interest. II. Ability to work within ethics committees' approval frameworks. III. Australian citizenship for panel members' employees on projects involving sensitive data. IV. Ability to work within the Health IT environment, including familiarity with Service Provider arrangements—specifically: <p>Third Party Service Delivery Management</p> <p>Service delivery by a third party must include agreed security arrangements, service definitions, and aspects of service management. In case of outsourcing arrangements, the transitions (of information, information processing facilities, and anything else that needs to be moved) must ensure that security is maintained throughout the transition period.</p> <p>The IT Security Section will monitor third party services in terms of:</p> <ul style="list-style-type: none"> ○ Adherence to security arrangements; ○ Compliance with Government and Departmental policies and standards; ○ Incident management; ○ Review third party audit trails and records of security events, operational problems, failures, tracing of faults and disruptions related to the service delivered; ○ Resolve and manage identified problems; ○ Visibility into all security aspects of information or information processing facilities accessed, processed or managed by that party; and 	<p>These are essential criteria</p>

Description	Weighting (if any)
<ul style="list-style-type: none"> ○ Visibility in security activities such as change management, identification of vulnerabilities and information security incident reporting/response through a clearly defined reporting process, format and structure. <p>In terms of system planning and acceptance, advance planning and preparation are required to ensure the availability or adequate capacity and resources to deliver the required system performance. The operational requirements of new systems should be established, documented and tested prior to their acceptance and use. (DOH <i>Information Communications Technology Security Policy</i> p.3)</p>	
<p>Desirable corporate attributes</p> <ul style="list-style-type: none"> a) Experience with health and/or aged care related data analytics; b) An understanding of the Australian health and aged care system and associated administrative and other data sets including the legal and privacy constraints on the use of health and aged care data; c) Familiarity with a range of analytic methods, for example descriptive statistics, forecasting, affinity analysis, predictive modelling, cluster analysis, and pathways analysis; d) Experience with one or more the analytics software packages that the Department currently holds (includes Teradata, SAS Enterprise Guide, SAS Visual Analytics, SAS Forecast Studio, SAS Enterprise Miner, ESRI ARC GIS suite, COGNOS, R). 	<p>15%</p> <p>15%</p> <p>30%</p> <p>20%</p>
<p>Demonstrated history of successful provision of data analytic services to the Department, or other Australian or state government department(s).</p>	<p>20%</p>
<p>Pricing</p>	

21.2 The Department may:

- (a) consider any part of a Tender in the evaluation of any or all of the Evaluation Criteria; and
- (b) make independent inquiries in relation to a Tenderer.

22. EXCLUSION OF TENDERS

- 22.1 Without limiting any other provision of this RFT that gives the Department the right to exclude Tenders on other grounds, the Department reserves the right to reject a Tender, at its absolute discretion, if:
- (a) the Tender is incomplete;
 - (b) prices are not clearly and legibly stated;
 - (c) the Tenderer or Tender does not comply with this RFT;
 - (d) the Tenderer is not fully capable of undertaking the Draft Deed;
 - (e) the Tender is rated unsuitable or unsatisfactory against one or more of the Evaluation Criteria;
 - (f) the Tender contains statements that qualify or are contrary to the Tenderer Declaration at Schedule 2 to this RFT;
 - (g) in the Department's opinion the Tender contains a false declaration;
 - (h) the Tender contains false or misleading information or statements;
 - (i) the Tenderer, or a director or officer of the Tenderer, is insolvent or bankrupt;
 - (j) the Tenderer has an actual, potential or perceived conflict of interest that cannot be managed to the satisfaction of the Department acting in its absolute discretion; or
 - (k) there has been a significant deficiency in the performance of a substantive requirement or obligation under a prior agreement.

23. TENDER EVALUATION PROCESS

- 23.1 Tenders will be evaluated against the Evaluation Criteria to determine the Tenders that represents the best overall *value for money*.
- 23.2 As part of its evaluation of Tenders, the Department may, in its sole and absolute discretion:
- (a) ask Tenderers to undertake presentations;
 - (b) ask Tenderers to provide written clarification of various aspects of their Tenders;
 - (c) ask Tenderers to provide further information to confirm their financial viability and commercial stability;
 - (d) have discussions or interviews with Tenderers in order to seek further clarification of their Tenders;
 - (e) visit Tenderers' sites; and
 - (f) have discussions with or undertake visits to customers of Tenderers and their Subcontractors, whether or not those customers are listed as referees in the Tenderers' Tenders.

- 23.3 The Department may choose to undertake the activities set out in clause 23.2 in relation to some Tenderers only. Presentations, interviews and site visits may be subject to additional terms and conditions that are advised by the Department to Tenderers who have been invited to participate in each activity.
- 23.4 Any costs incurred by the Tenderer in complying with this clause 23 will be borne by the Tenderer.

24. CLARIFICATION

- 24.1 Where the meaning of a Tender is unclear or there is an apparent error of form, the Department may seek clarification from the Tenderer.
- 24.2 Any clarification provided by a Tenderer in response to a request for clarification is not to contain any new material additional to that included in the Tender unless specifically requested by the Department. Failure to supply clarification to the satisfaction of the Department may cause the Tender to be excluded from consideration.

25. TENDERED PRICES

- 25.1 The Tenderer agrees to provide access to such information as is determined by the Department to be necessary in order to evaluate the reasonableness of their Tendered prices.
- 25.2 In the evaluation process, the Department may, in its sole and absolute discretion, make certain adjustments to the Tendered price, including adjustments to account for the following matters, which may need balancing in order to establish a common basis for the comparison of Tenders, including (without limitation):
- (a) Tendered prices as per the completed Schedule 5;
 - (b) pricing flexibility;
 - (c) any other costs or discounts which form part of the Tenderer's offer;
 - (d) normalised and discounted cash flow;
 - (e) any alternative proposals or financial incentives offered by the Tenderer;
 - (f) implementation costs;
 - (g) any risk relating to the Tendered prices;
 - (h) transition out costs;
 - (i) cost of administering the agreement; and
 - (j) whole of life costs and benefits.

26. NEGOTIATIONS

- 26.1 Negotiations may be undertaken with one or more Tenderers in the sole and absolute discretion of the Department.

- 26.2 During the negotiation phase of this RFT process, the Department may engage in detailed discussions and negotiations, including parallel negotiations, with the goal of maximising the benefits to the Department of a Tender, as measured using the Evaluation Criteria. As part of this process, those Tenderers participating in the negotiation phase may be asked to improve any or all aspects of their Tender.
- 26.3 The Department may seek best and final offers from Tenderers participating in the negotiation phase of this RFT process.
- 26.4 Without limiting its other rights under this RFT, in the event that the Department concludes that during negotiations a Tenderer has retracted, or attempts to retract, any part of its tendered offer, the Department, in its sole and absolute discretion, reserves the right to:
- (a) disqualify that Tenderer's Tender;
 - (b) terminate this RFT process;
 - (c) re-enter negotiations or parallel negotiations with other Tenderers; or
 - (d) exercise any other right reserved to the Department under law or elsewhere in this RFT.

27. DEBRIEFING

- 27.1 After the Department has finalised a contract with the successful Tenderer(s), the Department will notify all unsuccessful Tenderers of the outcome of the RFT process.
- 27.2 All Tenderers will be offered the opportunity for a debriefing on their Tender.
- 27.3 Tenderers will be debriefed against the Evaluation Criteria contained in this RFT. Tenderers will not be provided with information concerning other Tenders.

28. COMPLAINTS PROCEDURE

- 28.1 Any complaints about this RFT process should be made in writing and sent to the Contact Officer's email address as specified in clause 7.
- 28.2 If a complaint is not resolved, complaints may be directed via email to the Department's Complaints Office identified below:

Procurement Advice Services
Corporate Agency Support Branch
Department of Health
procurement.advice@health.gov.au

PART 4 - CONDITIONS OF TENDERING

29. OWNERSHIP AND USE OF TENDER DOCUMENTS

- 29.1 Without affecting any intellectual property that may exist in a Tender, all Tender documents (including paper and electronic copies) become the property of the Department on submission.
- 29.2 Without prejudice to any other right of the Department under this RFT or at law, the Department may copy, amend, disclose or allow the disclosure of, or otherwise deal with, a Tender or any information contained in or relating to any Tender (at any time) for any of the following purposes:
- (a) evaluating and clarifying Tenders;
 - (b) negotiation of the Deed with the Tenderer or any other Tenderer;
 - (c) managing any resultant agreement with the Tenderer or any other Tenderer;
 - (d) audit, governmental and Parliamentary reporting requirements; and
 - (e) responding to any disputes about this RFT process or requests from Parliament or a Parliamentary Committee.
- 29.3 The Department may make copies of the Tender as necessary for its purposes.

30. INTELLECTUAL PROPERTY RIGHTS IN RFT

- 30.1 All intellectual property that exists in the information contained in this RFT, or any related or attached material, remains the property of the Department.
- 30.2 Each Tenderer is permitted to use this RFT for the purpose only of compiling its Tender and, in the case of the Tenderer(s) selected through this RFT process, for negotiating the Deed with the Department.
- 30.3 Such intellectual property rights as may exist in a Tender will remain the property of the Tenderer.

31. SMALL TO MEDIUM ENTERPRISES (SMES)

- 31.1 The Australian Government is committed to *Public Governance, Performance and Accountability Act* (Cth) non-corporate Commonwealth entities sourcing at least 10 per cent of their purchases by value from SMEs. For the purpose of this clause an SME is an Australian or New Zealand firm with fewer than 200 full-time equivalent employees.
- 31.2 Tenderers are encouraged to include the participation of SMEs in their Tenders.

32. AUDIT AND ACCESS

- 32.1 The attention of Tenderers is drawn to the *Auditor-General Act 1997* (Cth), which provides the Auditor-General or an authorised person with a right to have, at all reasonable times, access to information, documents and records.
- 32.2 In addition to the Auditor-General's powers under the *Auditor-General Act 1997* (Cth), if a Tenderer is chosen to enter into a Deed, the Tenderer will be required to provide the Auditor-General or an authorised person with access to information, documents, records and Department assets, including those on the Tenderer's premises. This will be required at reasonable times on giving reasonable notice for the purpose of carrying out the Auditor-General's functions and will be restricted to information and assets which are in the custody or control of the Tenderer, its employees, agents or Subcontractors, and which are related to the Deed. Such access will apply for the term of the Deed and for a period of 7 years from the date of expiration or termination of the Deed.
- 32.3 Tenderers should obtain, and will be deemed to have obtained, their own advice on the impact of the *Auditor-General Act 1997* (Cth) on their participation in the Tender.

33. FREEDOM OF INFORMATION AND OTHER RIGHTS TO ACCESS INFORMATION

- 33.1 The attention of Tenderers is drawn to the *Freedom of Information Act 1982* (Cth), which gives members of the public right of access to documents in the possession of the Commonwealth and its agencies.
- 33.2 The Act extends as far as possible the right of the community to access information (generally documents) in the possession of the Commonwealth, limited only by exceptions and exemptions necessary for the protection of essential public interests and the private and business affairs of persons in respect of whom information is collected and held by departments and public authorities.
- 33.3 Rights of access also exist under other legislation, including the *Ombudsman Act 1976* (Cth). Courts also have legal rights to access a wide range of information.
- 33.4 Tenderers should also be aware of the *Australian Information Commissioner Act 2010* (Cth), which established the Office of the Australian Information Commissioner to perform freedom of information, privacy and information policy functions.

34. PRIVACY

- 34.1 Tenderers are advised that it is Commonwealth policy to ensure that there is no loss of privacy protection when a Commonwealth entity contracts for the delivery of services.
- 34.2 Without limiting any obligations under the *Privacy Act 1988* (Cth), Tenderers who are selected as a result of this RFT process are required under the Deed to agree not do an act, or engage in a practice, that would breach an Australian Privacy Principle under the *Privacy Act 1988* (Cth) if done or engaged in by a Commonwealth entity to which the Australian Privacy Principles apply. Tenderers selected as a result of this RFT process will also need to agree to impose those same obligations on any Subcontractor engaged by the Tenderer.

35. CONFIDENTIALITY

- 35.1 The Department will, subject to this RFT, endeavour to treat the following information as confidential:
- (a) all Tenders received prior to the establishment of the panel;
 - (b) all unsuccessful Tenders, following the establishment of the panel;
 - (c) all successful Tenders, following the establishment of the panel but only to the extent that:
 - (i) the successful Tenderer requests that specific information in that Tender be kept confidential under the heading 'Confidential Information' in **Schedule 3 – Tenderer Response Information**; and
 - (ii) the Department has determined that specific information is to be kept confidential in accordance with the Department of Finance's principles on [Confidentiality Throughout The Procurement Cycle](#) and has agreed, pursuant to the Deed with the successful Tenderer, to keep that information confidential.
- 35.2 The Department will not be taken to have breached any obligation to keep information provided by Tenderers confidential to the extent that the information:
- (a) is disclosed by the Department to its advisers, officials or subcontractors, in order to conduct this RFT process or to prepare and manage any resultant Deeds of Standing Offer;
 - (b) is disclosed to the Department's internal management personnel, solely to enable effective management or auditing of this RFT process;
 - (c) is disclosed by the Department to the responsible Minister;
 - (d) is disclosed by the Department in response to a request by a House or a Committee of the Parliament of the Commonwealth of Australia;
 - (e) is shared by the Department within the Department's organisation, or with another Commonwealth entity, where this serves the Commonwealth's legitimate interests;
 - (f) is authorised or required by law to be disclosed;
 - (g) is disclosed to meet the Department's reporting or accountability requirements, including, without limitation:
 - (i) under the *Public Governance, Performance and Accountability Act* (Cth) or other legislation;
 - (ii) to the Australian National Audit Office or any other auditor appointed by the Department;
 - (iii) in accordance with the provisions that require notification of Commonwealth contracts on the AusTender website (www.tenders.gov.au);
 - (iv) to the Commonwealth Ombudsman; or

- (h) is in the public domain otherwise than due to a breach of the relevant obligations of confidentiality.

- 35.3 Tenderers should be aware that the Department, as a non-corporate Commonwealth entity, is subject to specific accountability requirements, which support internal and external scrutiny of its tendering and contracting processes. These include the publication and reporting of certain agreements and information about certain procurements, including but not limited to the names of any Subcontractors engaged to perform services in relation to a Commonwealth contract. Tenderers should inform all potential Subcontractors that their participation in fulfilling a Commonwealth contract may be publicly disclosed.
- 35.4 Tenderers should be aware that the Department reserves the right to publish the pricing of individual Products and Associated Goods and Services of Panel Members, including for Departmental officers to make informed selections of contractors for services.

36. ENVIRONMENTAL POLICY

- 36.1 The Commonwealth aims to improve the implementation of ecologically sustainable development (**ESD**) within its agencies.
- 36.2 In support of this aim, the Department is committed to fostering the sustainable use of the Earth's resources and will implement and maintain an environmental management system to ISO14001, with the following key areas:
 - (a) compliance with all relevant environmental legislation, regulations, policies and other initiatives to which it subscribes;
 - (b) integrating environmental management into business decision making at all levels;
 - (c) reducing cost through better resource usage and waste management;
 - (d) setting objectives and targets for continuous improvement;
 - (e) monitoring, reporting and reviewing achievements;
 - (f) exploring best practice and innovative environmental management approaches to the use of technology, property and related resources; and
 - (g) building an environmentally aware business culture.
- 36.3 Tenderers are encouraged as part of their tender responses to outline their commitment to the environmental and ecological sustainability.

37. MATERIAL CHANGE TO TENDERER

- 37.1 A Tenderer must notify the Department if, following lodgement of its Tender, there occurs:
 - (a) an event that has the effect of materially altering either the composition or control of the Tenderer or the business of the Tenderer; or
 - (b) any material change to the compliance status of the Tenderer against this RFT; or
 - (c) any material change to the proposed basis on which the Tenderer will supply the Products, or have access to the necessary and appropriate skills, resources,

nominated key personnel, nominated Subcontractors or corporate or financial backing to provide the Products, on the terms of the Draft Deed.

- 37.2 If the Department receives notice, or becomes aware of an event under clause 37.1(a), the Department may allow (on terms it considers appropriate) the substitution of the Tenderer with another legal entity upon receipt of a joint written request from or on behalf of the Tenderer and the other legal entity. If the Department allows the substitution, it will evaluate the Tender in its original form prior to the event, except that the impact of the event on the information provided in the Tender may be taken into account.
- 37.3 If the Department receives notice, or becomes aware of an event under clause 37.1(b) or 37.1(c), or the Commonwealth does not allow substitution, or substitution is not requested, under clause 37.1(a), the Department may either exclude the Tender from consideration or consider the Tender taking into account the impact of the changed circumstances on the information provided in the Tender.

38. **CONFLICT OF INTEREST**

- 38.1 If at any time prior to entering into a Deed of Standing Offer, an actual or potential conflict of interest arises or may arise for any Tenderer, other than that already disclosed, that Tenderer should immediately notify the Department in writing.
- 38.2 In the context of this RFT, a *conflict of interest* includes any matter, circumstance, interest, or activity affecting the Tenderer (including the officers, employees, agents and Subcontractors of the Tenderer) which may, or may reasonably appear to, impair the ability of the Tenderer to supply the services under the panel in a diligent and independent manner.
- 38.3 If any actual or potential conflict is notified, or the Department becomes aware of any actual or potential conflict, the Department may, in its absolute discretion:
- (a) disregard the Tender submitted by such a Tenderer;
 - (b) enter into discussions to seek to resolve such conflict of interest; or
 - (c) take any other action it considers appropriate.

39. **TENDERER BEHAVIOUR**

- 39.1 Tenderers must not, and must ensure that their officers, employees, agents and advisors do not, in relation to the preparation, lodgement or assessment of Tenders:
- (a) make any false or misleading or deceptive claim or statement;
 - (b) improperly obtain Confidential Information;
 - (c) receive improper assistance from any existing or former officer or employee of the Department;
 - (d) engage in collusive tendering, anti-competitive conduct, unlawful, unethical or other similar conduct with any other Tenderer or other person;
 - (e) attempt to improperly influence an officer or employee of the Department, or violate any applicable laws regarding the offering of inducements; or

- (f) approach any officer or employee of the Department regarding this RFT other than in the manner set out in this RFT.

39.2 The Department may exclude a Tender from consideration if the Tenderer fails to comply with the requirements set out in this clause 39.

40. COST OF PREPARING AND SUBMITTING TENDER

40.1 In no circumstances will the Department be responsible for any costs incurred by a Tenderer in preparing a Tender, or associated expenses related to this RFT.

41. TENDERERS TO INFORM THEMSELVES

41.1 Tenderers are deemed to have:

- (a) examined this RFT, and any other documents referenced or referred to in this RFT, and any other information made available in writing by the Department to Tenderers for the purposes of submitting a Tender;
- (b) examined all other information which is obtainable by the making of reasonable and timely inquiries and relevant to the risks, contingencies and other circumstances having an effect on their Tender; and
- (c) satisfied themselves as to the correctness and sufficiency of their Tender, including quoted prices which are deemed to cover the cost of all matters necessary for the supply of the Products (including due and proper supply any Associated Services) described in the Statement of Requirement.

41.2 It is the responsibility of Tenderers to obtain all information necessary or convenient for the preparation of their Tender.

41.3 Tenderers must not rely, and are deemed not to have relied, upon any statement or representation by the Department, whether before or after the date of this RFT, in connection with this RFT or this RFT process, unless that statement or representation is made in writing by the Contact Officer for this RFT.

41.4 Tenderers should obtain their own legal and other professional advice on this RFT and its requirements including in respect of the potential rights and obligations in respect of the Draft Deed and should not construe this RFT as investment, legal, tax or other advice.

42. NO CONTRACT OR UNDERTAKING

42.1 Nothing in this RFT or in any Tender or by the submission of a Tender (in part or together) creates, or is to be construed to create, any binding contract or other legal relationship (express or implied) between the Commonwealth and any Tenderer.

43. ACCEPTANCE

43.1 Acceptance of a Tender is subject to the execution of a Deed of Standing Offer by the Commonwealth and the applicable Tenderer substantially in the form of the Draft Deed at Schedule 6.

- 43.2 Neither the lowest priced Tender, nor any Tender, will necessarily be accepted by the Department.

44. THE DEPARTMENT'S RIGHTS

- 44.1 The Department reserves the right to:
- (a) vary the timing and processes, if any, referred to in this RFT;
 - (b) change or suspend the RFT process;
 - (c) terminate the RFT process where it is, in the opinion of the Department, in the public interest to do so;
 - (d) remove any Tender from consideration where in the opinion of the Department:
 - (i) it is in the public interest to do so;
 - (ii) the Tenderer does not meet a mandatory requirement;
 - (iii) the Tenderer is not fully capable of undertaking the Deed;
 - (iv) this RFT otherwise allows for the exclusion of the Tenderer; or
 - (v) the Tender does not represent value for money;
 - (e) add a Tenderer or select and negotiate with a third party who has not submitted a Tender on such terms as the Department in its absolute discretion accepts without prior notice to any Tenderer where in the opinion of the Department:
 - (i) it is in the public interest to do so;
 - (ii) no Tenderer meets a mandatory requirement;
 - (iii) no Tenderer is fully capable of undertaking the Deed; or
 - (iv) no Tender represents value for money;
 - (f) call for new Tenders;
 - (g) publish or disclose the names of Tenderers (whether successful or unsuccessful);
 - (h) allow or not allow a related body corporate within the meaning of the *Corporations Act 2001* (Cth) to take over a Tender in substitution for the original Tenderer;
 - (i) enter into negotiations with any Tenderer; or
 - (j) cancel, add to or amend the information, requirement, terms, procedures or processes set out in this RFT.
- 44.2 If the Department does vary this RFT or process, the Department will endeavour to inform any prospective Tenderers who have sought, or been issued with, this RFT of that change. A notice of the issue of an addendum will be published in the same manner as the original information about this RFT, including by notification on the [AusTender website](#).

- 44.3 The Department will not be liable or in any way responsible for any failure to inform a potential Tenderer of a change relating to this RFT or any other matter arising by the Department exercising any of its rights.

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BY THE DEPARTMENT OF HEALTH AND AGED CARE

PART 5 - GLOSSARY

Term	Definition
ACT	Australian Capital Territory
Associated Goods	means the associated goods described in Schedule 1 – Statement of Requirement to this RFT.
Associated Services	means the associated services described in Schedule 1 – Statement of Requirement to this RFT
AusTender	means the Australian Government online tendering system, located on the AusTender website
Commonwealth	Commonwealth of Australia
Closing Time	means the closing time and date of this RFT as specified at clause 10 of this RFT
Conditions for Participation	means the mandatory conditions (if any) identified in clause 13 of this RFT
Confidential Information	<p>means information (whether or not owned by the Commonwealth) that:</p> <ul style="list-style-type: none"> (a) is by its nature confidential; or (b) the receiving party knows or ought to know is confidential, but does not include information which: <ul style="list-style-type: none"> (c) is or becomes public knowledge other than by breach of the Deed; (d) is in the possession of a party without restriction in relation to disclosure before the date of receipt; or (e) has been independently developed or acquired by the receiving party
Contact Officer	means the contact person for all matters pertaining to this RFT process, as identified at clause 7 of this RFT
Department	means the Department of Health
Draft Deed	means the document attached as Schedule 6 – Draft Deed to this RFT being the proposed Deed of Standing Offer to be entered into between the Department and the successful Tenderer(s)

Term	Definition
Essential Requirements	means the mandatory conditions (if any) identified at clause 15, and which a Tenderer must comply
Evaluation Criteria	means the criteria set out in clause 21 of this RFT that will be used to evaluate the Tenders received.
Illegal Worker	means a person who: <ul style="list-style-type: none"> (a) has unlawfully entered and remains in Australia; (b) has lawfully entered Australia, but remains in Australia after his or her visa has expired; or (c) is working in breach of his or her visa conditions.
Minimum Content and Format Requirements	means the mandatory content and format requirements identified in clause 14 of this RFT
Products	means the Products (including all Associated Goods and Associated Services) described in the Schedule 1 – Statement of Requirement to this RFT.
RFT	means this Request for Tender
Schedules	means all or any of the schedules to this RFT
Statement of Requirement	means the description of the Products as set out in Schedule 1 – Statement of Requirement to this RFT
Subcontractors	means an entity that contracts to provide goods or services to the successful Tenderer(s) in order for the Tenderer to meet obligations under a resultant Deed of Standing Offer
Tender	means a response submitted by a Tenderer to this RFT
Tenderer	means an entity that submits a Tender, and includes a potential Tenderer.

SCHEDULES**Schedule 1 - Statement of Requirement****1. Overview**

- 1.1 The Department is seeking to establish a panel of organisations with expertise and experience in health data analytics. Tenders are invited from organisations with both wide ranging and niche areas of health data analytics expertise (see also Request for Tender Objective p.4).
- 1.2 Successful tenderers will be offered a Deed of Standing Offer (see Schedule 6)
- 1.3 When required, panel members will be requested to provide health data analytic services in relation to particular matters under specified conditions, such as timelines and resource skill sets. The Department will assess the scope and nature of required services and will approach members to submit proposals to provide the service under the terms and conditions of their Deed of Standing Offer. The provision of such services may be required at short notice and panel members may be contacted by phone, or e-mail to provide a proposal. Where a panel member is engaged to under the terms and conditions of the Deed of Standing Offer, the specific tasks and requirements of each service will be via the Official Order (contract).

2. Services

- 2.1 The following is a list of health data analytics services that is required by the Department please indicate which services you can provide:

Service	Tick Services you will provide
Supplementing the Department's data analytics staffing and capabilities in order to deliver outcomes from data analytics projects;	
Assisting the Department to evaluate new and emerging analysis methods;	
Delivering trial and evaluation services of self-service data reporting and analytics tools, including those to assist economic, statistical and location based analysis, and geospatial services;	
Delivering project management services for data analytics projects;	
Delivering services to collect, collate and prepare data (e.g. survey design, modelling, cleaning, integration) for data analysis projects;	
Delivering services to communicate the results of data analysis in an engaging way for the target audience whatever their nature or location, eg turning health data into visual	

intelligence;	
Delivering advisory services on the role of data analytics in strategic planning, analytic processes and capability improvements.	

Note: Please indicate only your core areas of expertise, the number and nature of services offered is not a selection criterion, and organisations which offer one or two of these services will be assessed on equal terms with those that offer several or all services.

- 2.2 It is expected that most of the Department's health data analytics services will be obtained through the panel. However, the Department may look outside of the panel on occasions where particular expertise is required that cannot be reasonably obtained through the panel, or where panel members are not able to provide the types of services or meet the timeframes.
- 2.3 Term of the Deed will be from execution in 2016 for an initial period of three years plus an option to extend up to 24 months at the Department's discretion. Deeds will need to be concluded by 31/12/16.

3. Requirements and Standards

3.1 Specific insurance requirements particular to the procurement

- Public liability insurance \$20 million dollars.
- Professional indemnity insurance \$10 million dollars.
- Workers' compensation insurance as per State or Territory law.

3.2 Standards

Panel members will;

- (a) perform the services to a standard recognised as a high professional standard by the industry to which the Contractor belongs; and
- (b) comply with all applicable Commonwealth and industry standards and guidelines.

Tenderers acknowledge that the requirements and obligations detailed in this Schedule 1 are based on projected future requirements that may vary significantly from current and historical requirements.

Schedule 2 – Tenderer Declarations

The Tenderer must complete, sign and scan the declaration set out below and submit the declaration as part of its Tender.

DECLARATION BY TENDERER

I,, make the following
declaration on behalf of

.....
(the Tenderer):

I am duly authorised by the Tenderer to make this declaration.

I am duly authorised to sign Tenders for and on behalf of the Tenderer.

I make this declaration on behalf of the Tenderer and on behalf of myself.

1. Definitions

- 1.1 In this declaration terms have the same meaning as in ***REQUEST FOR TENDER for the establishment of a Health Data Analytics Panel***, Health 01/1617 (RFT).

2. Offer and Change of Circumstance

- 2.1 The Tenderer offers to supply the services described in this RFT on the conditions set out in this RFT for the prices tendered. The Tenderer undertakes not to withdraw, vary or otherwise compromise this offer for a period of no less than nine months from the Closing Time.
- 2.2 The Tenderer undertakes to promptly notify the Department of any change, after submission of its Tender, to the basis upon which it will have access to the necessary skills or resources, or corporate or financial backing, to supply the services.

3. Tenderer's Conduct

- 3.1 The Tenderer declares that this Tender:
- (a) does not contain any false or misleading claim or statement;
 - (b) has been compiled without the Tenderer:
 - (i) engaging in any collusive bidding, anti-competitive or other unethical, improper or unlawful conduct;
 - (ii) violating any applicable laws or Commonwealth policies regarding the offering of inducements;
 - (iii) communicating with or soliciting information from any Department employee (or contractor) or ex-employee (or ex-contractor) other than the Contact Officer;

- (iv) obtaining improper assistance from any Commonwealth employee or using information obtained unlawfully or in breach of an obligation of confidentiality to the Commonwealth;
 - (v) contravening clause 39 of this RFT; or
 - (vi) otherwise acting in an unethical or improper manner or contrary to any law.
- 3.2 The Tenderer warrants that it has not attempted and will not attempt, through its officers, employees or agents, to influence improperly any officer or employee of the Department in connection with the assessment of the Tender.
- 3.3 The Tenderer warrants that it has complied with all relevant laws and with Commonwealth policy, in preparing and lodging its Tender and in taking part in this RFT process.

4. Conflict of Interest

[Strike through whichever option does not apply. Note to Tenderers: In the context of this RFT, an conflict of interest includes any matter, circumstance, interest, or activity affecting the Tenderer (including the officers, employees, agents and Subcontractors of the Tenderer) which may, or may reasonably appear to, impair the ability of the Tenderer to supply the services under the panel in a diligent and independent manner.]

- 4.1 The Tenderer represents and declares that, having made all reasonable enquiries, it does not have any known actual or potential conflicts of interest concerning itself or a related entity in respect of this RFT, its Tender or the provision of the Products referred to in the Statement of Requirement other than those specified below.

OR

- 4.2 The Tenderer
 - (a) represents that, having made all reasonable enquiries, the following represents its only known actual or potential conflicts of interest in respect of this RFT, its Tender or the provision of the Products referred to in the Statement of Requirement:
[Insert details]
 - (b) advises that it proposes to manage the disclosed conflict of interest in the following ways:
[insert details]

5. Further representations

- 5.1 The Tenderer makes the following further representations to the Department:
 - (a) it is authorised to sell and/or support all services relating to this Tender;
 - (b) it has examined the AusTender Terms of Use which are obtainable on the [AusTender website](#);
 - (c) it has examined this RFT, all documents referred to in this RFT and all other information made available to it and all applicable legislation and policies;
 - (d) it has examined all further information which is obtainable by making reasonable enquiries relevant to the risks, contingencies and other circumstances having an effect on its Tender;
 - (e) it has satisfied itself as to the correctness and sufficiency of its Tender;

- (f) it has relied entirely on its own enquiries and has not relied on any representation, warranty or other conduct by or on behalf of the Department, except as expressly provided in this RFT or in notices received by it; and
- (g) it has accepted and has fully complied with the provisions of this RFT.

6. Acknowledgements

6.1 The Tenderer acknowledges that:

- (a) the Department may exercise any of its rights set out in this RFT, at any time;
- (b) the statements, opinions, projections, forecasts or other information contained in this RFT may change;
- (c) this RFT is a summary only of the Department's requirements and is not intended to be a comprehensive description of it;
- (d) neither the lodgement of the Tender nor the acceptance of any Tender nor any agreement made subsequent to this RFT will imply any representation from or on behalf of the Department that there has been no material change since the date of this RFT or since the date as at which any information contained in this RFT is stated to be applicable;
- (e) except as required by law and only to the extent so required, neither the Department, nor its respective officers, employees, advisers or agents will in any way be liable to any person or body for any loss, damage, cost or expense of any nature arising in any way out of or in connection with any representations, opinions, projections, forecasts or other statements, actual or implied, contained in or omitted from this RFT; and
- (f) the Department will have received this Tender in reliance on this Declaration and that the Department may suffer loss if any of the representations, undertakings, consents or other statements in this Declaration or the Tenderer's Tender are misleading or deceptive.

7. Corporate capacity

7.1 The Tenderer confirms that:

- (a) it has the capacity to respond to this RFT;
- (b) there are no restrictions under any relevant law to prevent it from so responding;
- (c) it is financially viable; and
- (d) the Tenderer:
 - (i) being a corporation – is not under one of the forms of external administration referred to in chapter 5 of the *Corporations Act 2001* (Cth) and has not had an order made against it for the purpose of placing it under external administration; or
 - (ii) being an individual – is not bankrupt and has not entered into a scheme of arrangement with creditors.

8. Security, probity and financial checks

8.1 The Tenderer:

- (a) consents to the Department performing (and will procure all necessary consents to enable the Department to perform) such security, probity and financial investigations and procedures as the Department may determine are necessary in relation to the Tenderer, any consortium member, their employees, officers, partners, associates, subcontractors or related entities; and
- (b) agrees to provide at its cost, all reasonable assistance to the Department and its nominees in this regard.

9. **Workplace Gender Equality Act 2012 (Cth)**

- 9.1 Under Australian Government policy, Tenderers are obliged to indicate whether or not the Tenderer is covered by the *Workplace Gender Equality Act 2012 (Cth)* (the **WGE Act**). A Tenderer is covered by the WGE Act if it is a 'relevant employer', defined as being a non-public sector employer (including higher education institutions, trade unions and not-for-profit organisations) of 100 or more employees in Australia. For information about the coverage of the WGE Act, contact the Workplace Gender Equality Agency on (02) 9432 7000.

[Note to Tenderers: Indicate with a ✓ whichever option applies.]

- ☐ Yes, I am a relevant employer. I have attached a letter of compliance as part of this submission which indicates my compliance with the WGE Act.
- ☐ Yes, I am a relevant employer. I will be providing a letter of compliance prior to entering into a contract.
- ☐ No, I am not a relevant employer.

10. **Terrorism**

- 10.1 The Tenderer declares neither it, nor any of its personnel or proposed Subcontractors or agents, are listed as terrorists under section 15 of the *Charter of the United Nations Act 1945 (Cth)*.

Note: The list is available from the [Department of Foreign Affairs website](#).

11. **Trade sanctions**

- 11.1 The Tenderer declares neither it, nor any Subcontractor proposed in its Tender are named in the consolidated list referred to in Regulation 40 the *Charter of United Nations (Dealing with Assets) Regulations 2008 (Cth)*.

Note: The list is available from the [Department of Foreign Affairs website](#).

12. **Employee entitlements**

- 12.1 The Tenderer represents that, having made all reasonable enquiries, there are currently no unsettled judicial decisions against the Tenderer in respect of unpaid employee entitlements (not including decisions under appeal).

13. **Illegal Workers**

- 13.1 The Tenderer declares that it does not engage Illegal Workers.

Note: see definition of "Illegal Workers" in the Glossary in Part 5 of this RFT.

Signature of person making the declaration	
Printed Name and Position of Signatory:	

Signature of Witness:	
Printed full name and address of person before whom the declaration is made	
Date	

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Schedule 3 – Tenderer Response Information

Response to the RFT must follow the outline/sequence in Schedule 3. Where a table is included, please complete all the details in the table, and include the completed table in your response.

1. Tenderer Information and Corporate Profile

1.1 The Tenderer should complete all details in the following table:

Tenderer details			
Business or Trading Name			
Full Legal Name of Tenderer			
Entity type (e.g. company, sole trader, incorporated association, statutory authority, partnership, trustee on behalf of a trust or other (as specified))			
ABN (if applicable)			
Is the Tenderer registered for GST?	Yes	<input type="checkbox"/>	No <input type="checkbox"/>
ACN (if applicable)			
Details of principal place of business / head office	[Please include street address, telephone, fax]		
Date and place of incorporation or registration of business (if applicable)			

Nominated Contact details	
Surname	
First name	
Position	
Telephone number	
Facsimile number	
Mobile phone number	
Email address	
Postal address	

Insurance details	
Public liability insurance	
Name of insurer	
Policy number	
Expiry date	
Amount of current cover	
Professional indemnity insurance (if applicable)	
Name of insurer	

Insurance details	
Policy number	
Expiry date	
Amount of current cover	
Workers' compensation insurance	
Name of insurer	
Policy number	
Expiry date	
Product liability insurance	
Name of insurer	
Policy number	
Expiry date	
Amount of current cover	

2. Subcontractors

- 2.1 Tenderers should complete the following table for each nominated Subcontractor (if any).
- 2.2 Tenderers should note that the names of Subcontractors may be publicly disclosed and that it is the responsibility of Tenderers to secure Subcontractors' agreement to this.

Subcontractor #	
Business or Trading Name	
Full Legal Name of legal entity	
Entity type (e.g. company, sole trader, other (as specified))	
ABN	
ACN (if applicable)	
Details of principal place of business / head office	[Note to Tenderers: Please include street address, telephone, fax.]
Details of the part(s) of the Products which are proposed to be delivered by the Subcontractor	

3. Organisation's Response to Assessment Criteria

- 3.1 Tenderers should set out their responses to the Essential Corporate Attributes (See Section 21 above):
- Willingness to have their employees undergo additional security requirements including those required to work on Department premises and access confidential patient data.
 - Ability to work within ethics committees' approval frameworks.
 - Australian citizenship for panel members' employees on projects involving sensitive data.

- d) Ability to work within the Health IT environment, including familiarity with Service Provider arrangements.

TENDERER'S RESPONSE

Maximum 1 pages preferred

3.2 Tenderers should set out their responses to the Desirable Corporate Attributes (See Section 21 above):

- a) Experience with health and/or aged care related data analytics;
- b) An understanding of the Australian health and aged care system and associated administrative and other data sets including the legal and privacy constraints on the use of health and aged care data;
- c) Familiarity with a range of analytic methods, for example descriptive statistics, forecasting, affinity analysis, predictive modelling, cluster analysis, and pathways analysis;
- d) Experience with one or more the analytics software packages that the Department currently holds (includes Teradata, SAS Enterprise Guide, SAS Visual Analytics, SAS Forecast Studio, SAS Enterprise Miner, ESRI ARC GIS suite, COGNOS, R).

TENDERER'S RESPONSE

Maximum 5 pages preferred

4. Past Experience and Performance (see Section 21 above)

4.1 To assess the Tenderer's capacity/capability to supply, deliver and support the services, Tenderers should provide details of similar services provided within the last three years (if any). In addressing this requirement, Tenderers should include:

- (a) the organisation(s) for whom the supplies /services were undertaken, including contact details of referees;
- (b) the nature of the project and the outcome achieved by the Tenderer;
- (c) the period over which the work was undertaken; and
- (d) the value of the work undertaken.

TENDERER'S RESPONSE

Maximum 4 pages preferred

5. Tenderer Financial and Commercial Viability

- 5.1 The Tenderer should demonstrate its financial and commercial viability, and operational stability.
- 5.2 This should include data from or for a financial analysis of its operations including profitability, liquidity, insolvency, bankruptcy actions, working capital management efficiency, financial structure, debt coverage and return on investment.
- 5.3 The Tenderer should provide any other information that will provide confidence to the Department of the ability for the organisation to continue to effectively and efficiently provide data analytics services for the duration of the Deed of Standing Offer.
- 5.4 The Department may also request further information and undertake its own independent enquiries and assessment in relation to the Tenderer's financial viability.

TENDERER'S RESPONSE

Maximum 3 pages preferred

6. Tenderer Corporate, Environmental and Social Commitment

- 6.1 The Tenderer should demonstrate its commitment to corporate, environmental and social responsibility.
- 6.2 This should include a description of activities, credentials, investments or awards associated with contribution to the Australian community and support for environmental and ecological sustainability.
- 6.3 The tenderer should also disclose any penalties or sanctions imposed on its organisation or leaders relating to environmental protection breaches.

TENDERER'S RESPONSE

Maximum 1 page preferred

7. Actions or Investigations

- 7.1 The Tenderer should provide particulars of any reporting, claim, petition, action, product recall, judgement or decision that is likely to adversely affect its capacity to supply the services under the panel.
- 7.2 Tenderers should provide details of whether or not they are aware that they are under investigation, or the subject of court proceedings, in relation to a possible or actual breach of any relevant legislation, and if applicable, provide details of the same.

TENDERER'S RESPONSE

Maximum 2 pages preferred

8. Risk management

8.1 Tenderers should set out in their Tender response:

- (a) the key issues and risks they consider are relevant to the provision of the services;
- (b) the Tenderer's suggested approach to the issue and risk;
- (c) the Tenderer's and Department's roles in the suggested approach; and
- (d) the Tenderer's risk management systems currently in place or proposed.

TENDERER'S RESPONSE

Maximum 3 pages preferred

9. Confidential Information

9.1 The Tenderer should specify any information which is contained in its Tender, or which may be provided by it during this RFT process, that it considers should be protected as Confidential Information by the Department in respect of any resulting panel arrangement. The Tenderer should also provide appropriate reasons why any such information should be protected as Confidential Information (see clause 35 of the RFT for further details).

9.2 Tenderers should:

- (a) be aware that the Department reserves the right to publish the pricing of services noted in the tender responses; and
- (b) review the information available from the Department of Finance's website for further detail about what information may be protected as Confidential Information (see the Department of Finance's [Confidentiality Throughout The Procurement Cycle](#)).

Proposed Confidential Information (refer to RFT or Schedule clause)	Reason why this information should be protected as Confidential Information

10. Other information

10.1 Tenderers should provide any other information that addresses the Evaluation Criteria set out in clause 21.1 of this RFT.

TENDERER'S RESPONSE

Maximum 5 pages preferred

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Schedule 4 – Statement of Non-Compliance

1. Statement of Non-Compliance

- 1.1 If a Tenderer does not comply with any provisions of the Draft Deed (Schedule 6), it should include in its response below details of:
- (a) the provision that it does not comply with;
 - (b) the alternative words for that provision as proposed by the Tenderer; and
 - (c) any increase in its Tender price if the Department does not agree to the amendment.
- 1.2 The Department will consider any non-compliances or partial compliances in its evaluation of other risks.
- 1.3 If Tenderers do not submit a response to this Schedule they will be evaluated on the basis that they agree with all the provisions of the Draft Deed.
- 1.4 The Department does not intend to permit a Tenderer to re-open any provision of the Draft Deed in negotiations that was not identified as an area of non-compliance or partial compliance in a Tender.

Deed clause or item no.	Nature of non-compliance	Reasons for non-compliance or partial compliance

Schedule 5 – Pricing Schedule

1. Pricing Schedule

- 1.1 Tenderers are required to provide a hourly rate, daily rate or weekly rate (inclusive of GST and all costs of meeting the requirements of the Statement of Requirement) for the provision of the services in the table below. For the purposes of comparison all pricing will be compared at the hourly rate. Where this is not provided an hourly rate will be calculated based on a 7.5 hour day or a 5 day working week.
- 1.2 A breakdown of assumptions, variations or other qualifications relied upon for generating the price should be provided.
- 1.3 The Department prefers that Tenderers lodge their pricing in Australian currency. Any pricing lodged in foreign currency amounts will be converted to Australian currency for evaluation purposes.
- 1.4 The Tenderer should indicate, in the table below, all fees, charges, and other costs which it would seek to be paid for the Services and discounts offered.
- 1.5 All amounts are to be expressed as GST inclusive and will remained fixed for the initial three years of the panel. If an extension to the panel is arranged organisations will have an opportunity to revise their pricing.
- 1.6 Competitive neutrality requires that government business activities should not enjoy net competitive advantages over their private sector competitors simply by virtue of public sector ownership. Accordingly any Tenderers from the public sector must demonstrate in the pricing of their Tender that the requirements of competitive neutrality have been met, including payment of relevant taxes and charges, rates of return and cost of funds. Compliance with the requirements of competitive neutrality may be verified by the Department.

Classification (e.g Partner)	Hourly Rate (inc GST)	Daily Rate (inc GST)	Weekly Rate (inc GST)
Other Costs (e.g. Travel)			

Schedule 6 – Draft Deed

See attached *Deed of Standing Offer*.

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