



Australian Government

Department of Health

**REQUEST FOR TENDER FOR THE PROVISION OF SERVICES TO
COORDINATE AND DELIVER THE INFORMATION HUBS,
COMMUNITY HUBS AND SPECIALIST SUPPORT WORKERS
TRIALS OF THE AGED CARE SYSTEM NAVIGATOR MEASURE**

Health/18-19/04780

ISSUED BY THE AUSTRALIAN GOVERNMENT DEPARTMENT OF HEALTH

Lodgement Closing Time: 2:00pm on 23 October 2018 (local time in Canberra, ACT)

PLEASE NOTE:

- Tenders must be lodged electronically via AusTender (see clause 7).
- Tenders should be lodged in the format described in clause 17.

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.

Commonwealth contact: agedcaresystemnavigator.rft@health.gov.au

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UNDER THE FREEDOM OF INFORMATION ACT 1982 (CTH)
BY THE DEPARTMENT OF HEALTH

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 Deed;
- h. Schedule 3 – Tenderer Response Information;
- i. Schedule 4 – Statement of Non-Compliance;
- j. Schedule 5 – Pricing Schedule; and
- k. Schedule 6 – Draft Contract.

1.2 Tenderers' attention is also drawn to the:

- a. Conditions for Participation set out in clause 11; and
- b. Minimum Content and Format Requirements set out in clause 12.

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 program management, research, regulation and partnerships with other government agencies, consumers and stakeholders.

2.2 The Department pursues the achievement of a number of outcomes, including a specific outcome regarding improved wellbeing for older Australians through targeted support, access to quality care and related information services.

2.3 Under this outcome, the Department is responsible for implementing the Aged Care System Navigator Measure (**Measure**) that was announced in the 2018-19 Budget.

2.4 The Measure involves four programs of trials that will test different system navigator models to support people and build their capacity to understand and engage with the aged care system. These four programs of trials are:

- a. aged care information hubs;
- b. community hubs;
- c. specialist support workers; and
- d. aged care financial support information service officers.

- 2.5 The three programs of trials listed in clauses 2.4a to 2.4c above are within the scope of this RFT and are supported by funding of up to \$5,570,400 (GST inclusive). The program of trials referred to in clause 2.4d is not within the scope of this RFT and is being delivered by the Department of Human Services.
- 2.6 More information in relation to the above in-scope programs of Trials is available at Schedule 1 of this RFT.

3. SERVICES THE DEPARTMENT REQUIRES

- 3.1 The Department is seeking Tenders for the provision of Services to coordinate and deliver the Information Hubs Trials, Community Hubs Trials and Specialist Support Workers Trials under the Measure. This will include:
- a. coordinating and delivering the Trials in a manner that achieves their aims and objectives, as described in clause 3 of the Statement of Requirement;
 - b. coordinating establishment and management of required data and information systems across the Trials to support the evaluation of the Measure; and
 - c. coordinating collection and reporting of data and information across the Trials to support the evaluation of the Measure.
- 3.2 The detailed specifications and requirements for the Services are set out at Schedule 1 - Statement of Requirement. The Department proposes to engage the successful Tenderer to provide the Services in accordance with the Draft Contract set out in Schedule 6.

4. RFT TIMETABLE

- 4.1 The following is an indicative timetable for this RFT process:

Activity	Timing
Release of RFT	28 September 2018
Enquiry Cut-Off Date	5:00pm (local time in Canberra, ACT) on 9 October 2018
Closing Time	2:00pm (local time in Canberra, ACT) on 23 October 2018
Negotiation with preferred Tenderer(s)	From 26 November 2018
Execution of Contract with successful Tenderer	By 17 December 2018
Notification of unsuccessful Tenderers	From 24 December 2018

5. ENQUIRIES ABOUT THIS RFT

- 5.1 Enquiries about this RFT should be made by email addressed to:

Name:	Contact Officer
Email:	agedcaresystemnavigator.rft@health.gov.au

- 5.2 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 4, in which case:
- questions and related answers may be disclosed to all prospective Tenderers via AusTender (without disclosing the source of the questions); and
 - 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.
- 5.3 All communications related to this RFT should be addressed to the Contact Officer (via the contact details specified above) and not to other Departmental officers or other persons. The Department may not respond to any enquiry not made in accordance with the requirements of clause 5.1. A Tenderer who communicates other than to the Contact Officer may be excluded from participating further in this RFT process.

6. AUSTENDER, THE AUSTRALIAN GOVERNMENT TENDER SYSTEM

- 6.1 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 agree to comply with those terms and conditions and any applicable instructions, processes, procedures and recommendations as advised on the AusTender website at <https://www.tenders.gov.au/?event=public.termsOfUse>.
- 6.2 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
- 6.3 The AusTender Help Desk is available between 9am and 5pm ACT local time, Monday to Friday (excluding ACT and national public holidays).

7. ELECTRONIC LODGEMENT

- 7.1 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.

8. TENDER CLOSING TIME AND DATE

- 8.1 Tenders must be lodged before **2:00pm**, local time in the ACT, on **23 October 2018**, (the Closing Time).
- 8.2 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 and will be the means by which the Department determines whether a Tender has been lodged by the Closing Time.

- 8.3 Any attempt to lodge a Tender after the Closing Time will not be permitted by AusTender. Such a Tender will be deemed to be a Late Tender. Late Tenders will be excluded from consideration unless the Tender is late as a consequence of mishandling by the Department.
- 8.4 Where electronic submission of a Tender has commenced prior to the Closing Time but concluded after the Closing Time, and upload of the Tender file(s) has completed successfully, as confirmed by AusTender system logs, the Tender will not be deemed to be a Late Tender. Such Tenders will be identified by AusTender to the Department as having commenced transmission prior to, but completed lodgement after, the Closing Time.
- 8.5 Where a Tender lodgement consists of multiple uploads, due to the number and/or size of the files, Tenderers must ensure that transmission of all files is completed and receipted before the Closing Time and clause 8.4 will only apply to the final upload.

9. PREPARING TO LODGE A TENDER

Tender File Formats, Naming Conventions and Sizes

- 9.1 The Department will accept Tenders lodged in Microsoft Word 2003 (or above), Microsoft Excel 2003 (or above) or PDF format.
- 9.2 The Tender file name/s should:
- incorporate the Tenderer's company name; and
 - reflect the various parts of the Tender they represent, where the Tender comprises multiple files.
- 9.3 Tender response files should not exceed a combined file size of 5 megabytes per upload.
- 9.4 Tenders must be completely self-contained. No hyperlinked or other material may be incorporated by reference.

10. SCANNED OR IMAGED MATERIAL, INCLUDING STATUTORY DECLARATIONS

- 10.1 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

11. CONDITIONS FOR PARTICIPATION

- 11.1 Subject to clause 13, 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 satisfied any resulting order.
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).
4	The Tenderer must not be: <ol style="list-style-type: none"> an organisation that has been approved to provide residential care, home and/or flexible care under the <i>Aged Care Act 1997</i> (Cth); an organisation that is funded by the Commonwealth under the Commonwealth home support programme; an organisation that is funded by the Commonwealth under the national Aboriginal and Torres Strait Islander flexible aged care programme; or an assessment organisation that provides aged care assessment team or regional assessment service services to the Commonwealth, (together, Aged Care Providers).

12. MINIMUM CONTENT AND FORMAT REQUIREMENTS

- 12.1 Subject to clause 13, 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 Deed substantially in the form at Schedule 2.
3	Tenderers must substantially complete and submit the Pricing Schedule in Schedule 5 in accordance with the instructions provided in Schedule 5.

13. UNINTENTIONAL ERRORS OF FORM

- 13.1 Without limiting the Department's other rights in this RFT, the Department may 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, but will not permit any material alteration or addition to the Tender.
- 13.2 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.

14. PART TENDERS

- 14.1 The Department's strong preference is to engage a single supplier for the provision of all Services and encourages Tenderers to submit Tenders for all of the Services. Accordingly, the Department will first evaluate Tenders submitted for all of the Services.
- 14.2 However, if following evaluation of Tenders for all of the Services, the Department considers that no Tender meet the Department's requirements and/or represents value for money, the Department will then evaluate Tenders for part of the Services and may select a Tenderer for each part or parts of the Services.
- 14.3 A Tender for part of the Services should clearly state the part of the Services for which the Tenderer is submitting a Tender.

15. AGED CARE PROVIDERS

- 15.1 The Tenderer must not be an Aged Care Provider.
- 15.2 This is a Condition for Participation.
- 15.3 The Department will only select a Tenderer that is a Related Body Corporate of an Aged Care Provider where the Department is satisfied that the Tenderer can appropriately manage any actual, potential or perceived conflict of interest. If a Tenderer is a Related Body Corporate of an Aged Care Provider, then it should:
- a. declare this conflict of interest in its Tenderer Deed; and
 - b. include details in its Tenderer Deed of the proposed mitigation approach to manage this conflict of interest.
- 15.4 A successful Tenderer (if any) will only be permitted to subcontract aspects of the performance of the Services to a Subcontractor who is an Aged Care Provider where the Department is satisfied that the Tenderer can appropriately manage any actual, potential or perceived conflict of interest, and subject to compliance with the requirements for Subcontractors and the Department's approval in the Draft Contract. If a Tenderer nominates an Aged Care Provider as a Subcontractor in its Tender, then it should:
- a. declare this relationship as an actual, potential or perceived conflict of interest in its Tenderer Deed; and
 - b. include details in its Tenderer Deed of the proposed mitigation approach to manage this conflict of interest.
- 15.5 The Department may take into account in the evaluation of the Tenderer's Tender against the Evaluation Criteria the information provided by the Tenderer in relation to any Related Body Corporate or Subcontractor that is an Aged Care Provider.

16. CONSORTIA

- 16.1 The Department intends that any Contract that is awarded will be between the Department and a single separate legal entity who will be responsible for the performance of all obligations contained in the Contract.
- 16.2 A consortium may submit a Tender on the basis that one legal entity will be the prime contractor to the Department and will take full responsibility for the performance of all obligations contained in the Contract.

17. FORMAT OF TENDERS

- 17.1 Tenders should be completed in accordance with Schedule 3, noting the following:
- a. all applicable information should be provided in response to the information requirements set out in Schedule 3;
 - 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 supporting materials (as supplements or attachments to the Tenderer 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.
- 17.2 Tenderers should also complete the statement of non-compliance in accordance with Schedule 4 in relation to:
- a. any of the provisions of the Draft Contract with which the Tenderer is partially compliant or non-compliant; or
 - b. any claim of confidentiality in relation to any aspects of their Tender.

18. PRICING

- 18.1 Tenderers should provide full details of their proposed price structure in the separate Microsoft excel spreadsheet referred to in Schedule 5. This document should be included in a separate Microsoft excel file when the Tender is lodged and no pricing should be included in any other part of the Tender.
- 18.2 Tendered prices should include all charges necessary and incidental to the proper delivery of the Services.
- 18.3 Prices should be fixed for the duration of the Contract unless otherwise indicated by the Department in this RFT.
- 18.4 Prices should be in Australian dollars (inclusive of GST).

19. WORKPLACE GENDER EQUALITY

- 19.1 Commonwealth policy prevents the Department from entering into contracts with Tenderers who are non-compliant under the *Workplace Gender Equality Act 2012* (Cth) (the **WGE Act**).
- 19.2 The Draft Contract requires that, in performing any contract, a successful Tenderer must:
 - a. comply with its obligations, if any, under the WGE Act; and
 - b. if the term of any resultant Contract exceeds 18 months, the successful Tenderer must provide a current letter of compliance within 18 months from the Contract Commencement Date and following this, annually to the Department's Contract contact officer.
- 19.3 Tenderers should note that if during the term of any resultant Contract, the successful Tenderer becomes non-compliant with the WGE Act, the successful Tenderer must notify the Department's Contract contact officer.
- 19.4 For further information about coverage of the WGE Act, contact the Workplace Gender Equality Agency on (02) 9432 7000.
- 19.5 Tenderers must indicate as part of the Tenderer Deed at Schedule 2 whether or not the Tenderer's organisation is a 'relevant employer' under the WGE Act and, if applicable, provide a current letter of compliance as part of their Tender, or prior to entering into any resultant Contract (if successful).

20. ILLEGAL WORKERS

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

21. INDIGENOUS PROCUREMENT POLICY

- 21.1 Tenderers should note that the Indigenous Procurement Policy applies to this procurement. More information on the Indigenous Procurement Policy can be found at <https://www.pmc.gov.au/indigenous-affairs/economic-development/indigenous-procurement-policy-ipp>.
- 21.2 In particular, Tenderers should note the purpose of the Indigenous Procurement Policy is to stimulate Indigenous entrepreneurship and business development, providing Indigenous Australians with more opportunities to participate in the economy (see Indigenous Procurement Policy for further information).
- 21.3 In its Tender, the Tenderer is requested to detail how it will increase its:
- a. purchasing from Indigenous enterprises (being an organisation that is 50 per cent or more Indigenous owned that is operating a business); and
 - b. employment of Indigenous Australians,
- in the delivery of any resultant Contract.
- 21.4 Purchases from an Indigenous enterprise may be in the form of engagement of an Indigenous enterprise as a Subcontractor, and/or use of Indigenous suppliers in the Tenderer's supply chain.

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PART 3 – EVALUATION OF TENDERS

22. EVALUATION CRITERIA

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

Evaluation Criteria	Description	Weighting
1	<p>Approach and methodology</p> <p>The extent to which the Tenderer's implementation approach and methodology demonstrates an ability to meet the Statement of Requirement.</p>	60%
2	<p>Capacity</p> <p>The extent to which the Tenderer has demonstrated that it has the capacity to deliver the Services including:</p> <ul style="list-style-type: none"> the Tenderer's experience and quality of performance in providing services similar to those described in the Statement of Requirement; the Tenderer's, and any proposed Subcontractors', existing and established relationships with, and proven ability to successfully engage with, and deliver appropriate supports to, the Target Population; the Tenderer's existing and established relationships with, and experience working with, any proposed Subcontractors; and the experience, skills, ability, qualifications and availability of the Specified Personnel to deliver the Services. 	40%
3	<p>Price</p> <p>The Tenderer's pricing information as specified in its response to Schedule 5 (Pricing Schedule).</p>	Not weighted
4	<p>Risk</p> <p>Any risks inherent in, or associated with, the Tenderer's Tender that have not otherwise been considered under other Evaluation Criteria including:</p> <ul style="list-style-type: none"> the Tenderer's financial viability; the Tenderer's compliance with the Draft Contract; and any conflicts of interest. 	Not weighted
5	<p>Indigenous participation</p> <p>The Tenderer's proposed approach to using Indigenous enterprises in its supply chain and the employment of Indigenous Australians.</p>	Not weighted

Evaluation Criteria	Description	Weighting
6	Economic benefit The economic benefit to Australia through the delivery of the Services.	Not weighted

22.2 The Department may:

- a. consider any part of a Tender in the evaluation of any or all of the Evaluation Criteria; and
- b. use material provided in response to one Evaluation Criterion in its evaluation of other Evaluation Criteria.

23. EXCLUSION OF TENDERS

23.1 Without limiting any other provision of this RFT that gives the Department the right to exclude Tenders on other grounds, the Department may at any time exclude a Tender from further consideration if:

- a. the Tender is incomplete or contains insufficient information to allow evaluation of the Tender;
- 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 a contract in the form of the Draft Contract;
- e. the Tender is clearly uncompetitive when compared with the other Tenders received;
- f. the Tender is rated unsuitable or unsatisfactory against one or more of the Evaluation Criteria;
- g. the Tender contains statements that qualify or are contrary to the Tenderer Deed at Schedule 2 to this RFT;
- h. in the Department's opinion the Tender contains a false declaration;
- i. the Tender contains false or misleading information or statements;
- j. the Tenderer, or a director or officer of the Tenderer, is insolvent or bankrupt;
- k. 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
- l. there has been a significant deficiency in the performance of a substantive requirement or obligation under a prior agreement.

24. TENDER EVALUATION PROCESS

24.1 Tenders will be evaluated against the Evaluation Criteria to determine the Tender that represents the best overall value for money on a whole-of-life basis.

24.2 Value for money is a comprehensive assessment that takes into account various factors over the procurement cycle, including the extent to which the Tenderers meet the aims and objectives of this procurement as described in this RFT (including the Statement of Requirement).

24.3 As part of its evaluation of Tenders, the Department may:

- a. ask Tenderers to undertake presentations;
- b. shortlist one or more Tenderers at any time;
- c. ask Tenderers to provide a best and final offer (BAFO) prior to negotiations in respect of pricing;
- d. ask Tenderers to provide written clarification of various aspects of their Tenders;
- e. ask Tenderers to provide further information to confirm their financial viability and commercial stability;
- f. have discussions or interviews with Tenderers in order to seek further clarification of their Tenders;
- g. visit Tenderers' sites;
- h. 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;
- i. undertake 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
- j. make independent inquiries in relation to a Tenderer.

24.4 The Department may choose to undertake the activities set out in clause 24.2 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.

24.5 Any costs incurred by the Tenderer in complying with this clause 24 will be borne by the Tenderer.

25. CLARIFICATION

25.1 Where the meaning of a Tender is unclear or there is an apparent error of form, the Department may seek clarification from the Tenderer.

25.2 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.

26. TENDERED PRICES

- 26.1 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.
- 26.2 In the evaluation process, the Department may 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 resultant Contract; and
 - j. whole of life costs and benefits.

27. NEGOTIATIONS

- 27.1 Negotiations may be undertaken with one or more Tenderers (including in relation to prices, terms and conditions of the Draft Contract or any other matters).
- 27.2 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 of the project, 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. The Department's intention is that it will select a preferred Tenderer after all material issues have been resolved.
- 27.3 The Department may seek best and final offers from Tenderers participating in the negotiation phase of this RFT process.
- 27.4 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 reserves the right to:
- a. exclude that Tenderer's Tender from further consideration;
 - 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.

28. DEBRIEFING

- 28.1 After the award of any resultant Contract, the Department will notify all unsuccessful Tenderers of the outcome of the RFT process.

28.2 All Tenderers will be offered the opportunity for a debriefing on their Tender.

28.3 Tenderers will be debriefed against the Evaluation Criteria contained in this RFT. Tenderers will not be provided with information concerning other Tenders.

29. COMPLAINTS PROCEDURE

29.1 Any complaints about this RFT process should be made in writing and sent to the Contact Officer's email address as specified in clause 5.

29.2 If a complaint is not resolved, complaints may be directed via email to the Department's Complaints Office identified below:

Procurement Advice Services
Financial Business Support Branch
Department of Health
procurement.advice@health.gov.au

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PART 4 – CONDITIONS OF TENDERING

30. OWNERSHIP AND USE OF TENDER DOCUMENTS

- 30.1 All Tender documents (including paper and electronic copies) become the property of the Department on submission.
- 30.2 Without prejudice to anything agreed in any resultant Contract, clause 30.1 does not affect any intellectual property rights that may exist in a Tender.
- 30.3 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. the RFT process, evaluating and clarifying Tenders;
 - b. negotiation of the resultant Contract with the Tenderer or any other Tenderer;
 - c. managing any resultant agreement with the Tenderer or any other Tenderer;
 - d. addressing any dispute concerning the RFT process;
 - e. audit, governmental and Parliamentary reporting requirements; and
 - f. responding to any disputes about this RFT process or requests from Parliament or a Parliamentary Committee.
- 30.4 The Department may make copies of the Tender as necessary for its purposes.

31. INTELLECTUAL PROPERTY RIGHTS IN RFT

- 31.1 All intellectual property that exists in the information contained in this RFT, or any related or attached material, remain the property of the Department.
- 31.2 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 resultant Contract with the Department.

32. SMALL TO MEDIUM ENTERPRISES (SMEs)

- 32.1 The Australian Government is committed to *Public Governance, Performance and Accountability Act 2013* (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.
- 32.2 Tenderers are encouraged to include the participation of SMEs in their Tenders.

33. AUDIT AND ACCESS

- 33.1 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.
- 33.2 In addition to the Auditor-General's powers under the *Auditor-General Act 1997* (Cth), if a Tenderer is chosen to enter into a resultant Contract, 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 Contract. Such access will apply for the term of the resultant Contract and for a period of 7 years from the date of expiration or termination of the Contract.

- 33.3 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.

34. FREEDOM OF INFORMATION AND OTHER RIGHTS TO ACCESS INFORMATION

- 34.1 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.
- 34.2 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.
- 34.3 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.
- 34.4 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.

35. PRIVACY

- 35.1 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.
- 35.2 Without limiting any obligations under the *Privacy Act 1988* (Cth), successful Tenderer(s) will be required under the resultant Contract 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.

36. CONFIDENTIALITY

- 36.1 The Department will, subject to this RFT, including clauses 36.2 and 36.3, endeavour to treat the following information as confidential:
- a. all Tenders received prior to the award of a resultant Contract;
 - b. all unsuccessful Tenders, following the award of a resultant Contract;
 - c. all successful Tenders, following the award of a resultant Contract but only to the extent that:
 - i. the successful Tenderer requests that specific information in their Tender be kept confidential; and
 - ii. the Department has determined that specific information is to be kept confidential in accordance with the [Confidentiality Throughout the](#)

[Procurement Cycle](#) from the Department of Finance and has agreed, pursuant to the resultant Contract with the successful Tenderer, to keep that information confidential.

36.2 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, officers, employees or subcontractors solely in order to conduct this RFT process or to prepare and manage any resultant Contract;
- 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 as agreed by the Tenderer;
- h. is disclosed to meet the Department's reporting or accountability requirements, including, without limitation:
 - i. under the Public Governance, Performance and Accountability Act 2013 (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;
 - iv. to the Commonwealth Ombudsman; or
- i. is in the public domain otherwise than due to a breach of the relevant obligations of confidentiality.

36.3 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:

- a. the policy of the Commonwealth to publish details of relevant entity agreements, contracts and standing offers with an estimated value of \$10,000 or more on the AusTender website;
- b. the requirement to report details of Commonwealth contracts valued at \$100,000 or more in accordance with the *Senate Order on Departmental and Agency Contracts*, including:
 - i. name of the service provider and the subject matter of the Contract;
 - ii. total value of the Contract; and
 - iii. whether the Contract contains clauses that are confidential, and if so, the reasons for confidentiality;

- c. the requirement to publish information about certain procurements in annual reports; and
- d. the requirement to make available, on request, the names of any subcontractors engaged to perform services in relation to a Commonwealth contract (as such, Tenderers should inform all potential Subcontractors that their participation in fulfilling a Commonwealth contract may be publicly disclosed).

37. ENVIRONMENTAL POLICY AND PROCUREMENT

37.1 The Commonwealth aims to improve the implementation of ecologically sustainable development (**ESD**) within its agencies.

37.2 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.

37.3 The Department's procurement activities are a key means of implementing its environmental policy.

38. MATERIAL CHANGE TO TENDERER

38.1 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 deliver the Services, or have access to the necessary and appropriate skills, resources, nominated key personnel, nominated Subcontractors or corporate or financial backing to provide the Services, on the terms of the Draft Contract.

38.2 If the Department receives notice, or becomes aware of an event under clause 38.1a, 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.

- 38.3 If the Department receives notice, or becomes aware of an event under clause 38.1b or 38.1c, or the Commonwealth does not allow substitution, or substitution is not requested, under clause 38.1a, 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.

39. CONFLICT OF INTEREST

- 39.1 Tenderers should represent and declare in the Tenderer Deed any conflict of interest that exists at the time of lodging their Tender. Tenderers should refer to clause 15 for further information in relation to Aged Care Providers and conflict of interest.
- 39.2 If at any time prior to entering into a resultant Contract for the Services, an actual, potential or perceived conflict of interest arises or may arise for any Tenderer, other than that already disclosed, that Tenderer should immediately notify the Department in writing.
- 39.3 If any actual, potential or perceived conflict is notified, or the Department becomes aware of any actual or potential conflict, the Department may:
- disregard the Tender submitted by such a Tenderer;
 - enter into discussions to seek to resolve such conflict of interest; or
 - take any other action it considers appropriate.

40. TENDERER BEHAVIOUR

- 40.1 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:
- engage in misleading or deceptive conduct or make any false or misleading or deceptive claim or statement;
 - improperly obtain Confidential Information;
 - receive improper assistance from any existing or former officer or employee of the Department;
 - engage in collusive tendering, anti-competitive conduct, unlawful, unethical or other similar conduct with any other Tenderer or other person;
 - attempt to improperly influence an officer or employee of the Department or violate any applicable laws regarding the offering of inducements;
 - approach any officer or employee of the Department other than in the manner set out in this RFT;
 - engage in, procure or engage others to engage in, any activity that would result in a breach of the *Lobbying Code of Conduct 2013* published by the Department of the Prime Minister and Cabinet and available at http://lobbyists.pmc.gov.au/conduct_code.cfm; or
 - otherwise act in an unethical or improper manner or contrary to any law.
- 40.2 The Department may exclude a Tender from consideration if the Tenderer fails to comply with the requirements set out in this clause 40.

41. COST OF PREPARING AND SUBMITTING TENDER

- 41.1 Participation in this RFT process is at the Tenderer's sole risk, cost and expense and 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.

42. TENDERERS TO INFORM THEMSELVES

- 42.1 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;
- 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 due and proper performance and delivery of the Services described in the Statement of Requirement;
- d. satisfied themselves as to the terms and conditions of the Draft Contract and their ability to comply with the Draft Contract (including by obtaining independent legal advice on the effect of its terms where appropriate), subject to its response at Schedule 4;
- e. obtained independent advice on the effect of all relevant legislation in relation to the Tenderer's participation in the RFT process;
- f. made their own independent assessments of actual workload requirements under any resultant Contract and all prices will be presumed by the Department to have been based upon each Tenderer's own independent assessments; and
- g. examined AusTender, including the AusTender Terms of Use.

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

- 42.3 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.

- 42.4 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 Contract and should not construe this RFT as investment, legal, tax or other advice.

43. NO CONTRACT OR UNDERTAKING

- 43.1 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 understanding (including any form of contractual, quasi-contractual, restitutionary rights or other legal relationship (express or implied) between the Department and any Tenderer unless and until a resultant Contract (if any) is signed by the Department and a successful Tenderer.

43.2 Clause 43.1 does not apply to a Tenderer Deed executed by a Tenderer.

44. ACCEPTANCE

44.1 Selection of the preferred Tenderer will be subject to the execution of a Contract between the Commonwealth and the successful Tenderer substantially in the form of the Draft Contract at Schedule 6.

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

45. THE DEPARTMENT'S RIGHTS

45.1 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. amend this RFT, including the Draft Contract;
- d. allow any Tenderer to change its Tender at any time;
- e. shortlist Tenders;
- f. terminate the RFT process where it is, in the opinion of the Department, in the public interest to do so;
- g. exclude 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 Minimum Content and Format Requirement or Condition for Participation;
 - iii. the Tenderer is not fully capable of undertaking the Contract substantially in the form of the Draft Contract;
 - iv. this RFT otherwise allows for the exclusion of the Tenderer; or
 - v. the Tender does not represent value for money;
- h. enter into a contract or other binding relationship outside the RFT process with a person on such terms as the Department 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 the Minimum Content and Format Requirements or Conditions for Participation;
 - iii. no Tenderer is fully capable of undertaking the Contract substantially in the form of the Draft Contract;
 - iv. no Tender represents value for money;
- i. enter into a contract on terms different to that specified in this RFT;
- j. add a Tenderer or select and negotiate with a third party who has not submitted a Tender on such terms as the Department 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 Contract; or
 - iv. no Tender represents value for money;
 - k. call for new Tenders;
 - l. publish or disclose the names of Tenderers (whether successful or unsuccessful);
 - m. allow or not allow a Related Body Corporate to take over a Tender in substitution for the original Tenderer;
 - n. enter into negotiations with any Tenderer; or
 - o. cancel, add to or amend the information, requirement, terms, procedures or processes set out in this RFT.
- 45.2 To the extent permitted by law, neither the Department nor its officers, employees or advisers will be liable to any Tenderer on the basis of any promissory estoppel, quantum meruit or on any other contractual or restitutionary ground or any rights with a similar legal or equitable basis whatsoever or in negligence as a consequence of any matter or thing relating or incidental to a Tenderer's participation in the RFT process, including instances where:
- a. a Tenderer is not engaged to undertake the provision of the Services;
 - b. the Department decides not to enter into any resulting Contract with any Tenderer or at all;
 - c. the Department exercises or fails to exercise any of its other rights under or in relation to this RFT (whether or not the Department has informed a Tenderer of its exercise of the rights);
 - d. a Tender or any other material or communication relevant to this RFT is not received in time, is corrupted or altered or otherwise is not received as sent, cannot be read or decrypted, or has its security or integrity compromised; or
 - e. the Department makes information available or provides information to a Tenderer relating to projected future, current or historical requirements.
- 45.3 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](#).
- 45.4 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.
- 46. COORDINATED PROCUREMENT**
- 46.1 The Commonwealth has agreed to establish a coordinated procurement contracting framework to deliver efficiencies and savings from goods and services in common use by non-corporate Commonwealth entities who are subject to the *Public Governance, Performance and Accountability Act 2013* (Cth) or other legislation.
- 46.2 It is therefore possible that the Commonwealth may approve the procurement by the Department of some or all of the same goods or services as the Services under a coordinated process:

- a. before the Closing Time; or
- b. after the Closing Time but before any resultant Contract is signed with the successful Tenderer(s); or
- c. during the period of any resultant Contract entered into as a result of this RFT.

46.3 If clause 46.2a applies, the Department reserves the right to discontinue this RFT process.

46.4 If clause 46.2b applies, the Department reserves the right to discontinue the Tender process and not proceed to enter any contract as a result of this RFT.

46.5 If clause 46.2c applies, the Department may exercise its rights under any resultant Contract to terminate for convenience, without compensation for loss of potential profits.

47. COOPERATIVE PROCUREMENT (PIGGYBACKING)

47.1 Not used.

48. INTERPRETATION

48.1 If any part of this RFT conflicts with another part, the part higher in the following list will take precedence:

- a. Part 1, Part 2, Part 3 and Part 4;
- b. Part 5 – Glossary;
- c. Schedule 6 – Draft Contract;
- d. Schedule 1 – Statement of Requirement;
- e. Schedule 2, Schedule 3, Schedule 4 and Schedule 5; and
- f. any other document forming part of this RFT.

48.2 In this RFT, except where the contrary intention is expressed:

- a. a reference to time, unless specified otherwise, is to the time in the Australian Capital Territory;
- b. words importing a gender include each other gender;
- c. words in the singular include the plural and vice versa;
- d. a reference to A\$, \$A, dollar or \$ is to Australian currency;
- e. if any word or phrase is given a defined meaning, any other part of speech or other grammatical form of that word or phrase has a corresponding meaning;
- f. a reference to a clause, paragraph, schedule or annexure is to a clause, paragraph, schedule or annexure to this RFT;
- g. a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority, agency or other entity;
- h. a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- i. the meaning of general words is not limited by specific examples introduced by including, 'for example' or similar expressions and the word 'include' is not a word of limitation;

Request for Tender

- j. the term 'may' when used in the context of a right exercisable by the Department means that the Department may exercise that right in its sole and absolute discretion and the Department has no obligation to any Tenderer; and
- k. where this RFT provides that the Tenderer 'must' do a thing (or uses similar language), a Tenderer's failure to do so will not, in itself, exclude the Tenderer's Tender from further consideration, unless expressly stated otherwise. However, the Department may take into account the Tenderer's failure to do so in the evaluation of Tenders.

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

PART 5 – GLOSSARY

Term	Definition
ACT	Australian Capital Territory
Aged Care Provider	has the meaning given in clause 11
AusTender	means the Australian Government online tendering system, located on the AusTender website
AusTender Terms of Use	means the terms of use for AusTender available at https://www.tenders.gov.au/?event=public.termsOfUse
Closing Time	means the closing time and date of this RFT as specified at clause 8.1 of this RFT
Commonwealth	Commonwealth of Australia
Community Hubs Trials	has the meaning given in clause 2.2 of the Statement of Requirement
Conditions for Participation	means the mandatory conditions (if any) identified in clause 11 of this RFT
Confidential Information	means information (whether or not owned by the Commonwealth) that: <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 contract or any other obligation of confidentiality; (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 5 of this RFT
Contract	means a contract substantially in the form of the Draft Contract provided with this RFT, to be executed by the Department and the successful Tenderer, as amended from time to time, and includes its schedules, annexures and attachments
Department	means the Department of Health
Draft Contract	means the document attached as Schedule 6 to this RFT being the proposed contract to be entered into between the Department and the successful Tenderer(s)
Evaluation Criteria	means the criteria set out in clause 22 of this RFT that will be used to evaluate the Tenders received
Illegal Worker	means a person who:

Term	Definition
	(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
Information Hubs Trials	has the meaning given in clause 2.2 of the Statement of Requirement
Late Tender	means any Tender not received by Closing Time
Measure	has the meaning given in clause 2.3 of this RFT
Minimum Content and Format Requirements	means the mandatory content and format requirements identified in clause 12 of this RFT
My Aged Care	is the main entry point to the aged care system in Australia, and consists of a website (www.myagedcare.gov.au) and contact centre (1800 200 422)
Personnel	means: (a) officers, employees, agents or Subcontractors of the Tenderer; (b) officers, employees, agents or Subcontractors of the Tenderer's Subcontractors; and (c) includes those individuals (if any) engaged by the Tenderer or its Subcontractors on a voluntary basis, proposed by the Tenderer to be engaged in the performance of the Services
Related Body Corporate	has the meaning given in section 9 of the <i>Corporations Act 2001</i> (Cth)
RFT	means this Request for Tender
Schedules	means all or any of the schedules to this RFT
Services	means the Services described in the Statement of Requirement and clause 3 of this RFT
Specialist Support Workers Trials	has the meaning given in clause 2.2 of the Statement of Requirement
Specified Personnel	means the Personnel nominated in the Tenderer's Tender for the provision of the Services
Statement of Requirement	means the description of the Services as set out in Schedule 1 of this RFT
Subcontractors	means an entity that the Tenderer proposes to enter into a contract with to provide goods or services to the successful Tenderer(s) in relation to the Services or in order for the Tenderer to meet obligations under the resultant Contract
Target Population	has the meaning given in clause 2.5 of the Statement of Requirement

Term	Definition
Tender	means a response submitted by a Tenderer to this RFT
Tenderer	means an entity that submits a Tender, and includes a potential Tenderer
Tenderer Deed	means the deed to be completed and submitted by Tenderers as part of their Tender, as set out in Schedule 2 of this RFT
Trials	has the meaning given in clause 1 of the Statement of Requirement

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

SCHEDULES

SCHEDULE 1 – STATEMENT OF REQUIREMENT

1. Introduction

The Department is seeking to engage a contractor to coordinate and deliver the Information Hubs Trials, Community Hubs Trials and Specialist Support Workers Trials under the Measure (together, the **Trials**). This will include:

- coordinating and delivering the Trials in a manner that achieves their aims and objectives, as described in clause 3 of this Statement of Requirement;
- coordinating establishment and management of required data and information systems across the Trials to support the evaluation of the Measure; and
- coordinating collection and reporting of data and information across the Trials to support the evaluation of the Measure.

The Department has structured the requirements of this RFT to align with the aim and objectives of the Information Hubs Trials, Community Hubs Trials and Specialist Support Workers Trials and the broader intent of the Measure.

Organisations may collaborate and combine capabilities to address the requirements of this RFT, including through the formation of consortia (refer to clause 16 of the RFT). In this event:

- there must be a lead organisation. This lead organisation will be the entity that submits the Tender and, if the Tender is successful, will enter into the resultant Contract with the Department and be responsible for meeting all contractual obligations; and
- other organisations (i.e. consortium members) will be engaged by the lead organisation as Subcontractors. Tenderers must provide details of any subcontracting arrangements at Schedule 3.

2. Background

2.1 Context

The aged care system is complex. Some populations find it more difficult than others to navigate the system, understand what services are available, and access the services they need.

The *Legislated Review of Aged Care 2017*

(https://agedcare.health.gov.au/sites/g/files/net1426/f/documents/08_2017/legislated_review_of_aged_care_2017.pdf) recommended that government introduce an aged care system navigator service to assist consumers who have difficulty engaging through the existing channels to effectively engage with My Aged Care. It concluded that this service would provide the small but significant group of people who have difficulty engaging through the existing channels with assistance to understand, choose and access appropriate aged care services.

Taking into account identified barriers to accessing aged care services and the recommendation of the *Legislated Review of Aged Care 2017*, the Measure was announced in the 2018-19 Budget.

2.2 Overview of Trials

The Measure will implement four programs of trials that will test different system navigator models to support people and build their capacity to understand and engage with the aged care system. This includes:

- 30 aged care information hubs to provide locally targeted information and build people's capacity to engage with the aged care system (**Information Hubs Trials**);
- 20 community hubs where members support each other in navigating aged care and healthy ageing (**Community Hubs Trials**);
- six full time equivalent specialists in consumer-focused organisations to offer one-on-one support for vulnerable people (**Specialist Support Workers Trials**); and
- six full time equivalent aged care financial information service officers in the Department of Human Services to support people making complex financial decisions when entering aged care.

This RFT relates to the implementation and delivery of the Information Hubs Trials, Community Hubs Trials and Specialist Support Workers Trials. Implementation and delivery of the aged care financial information service officers trials is not within the scope of this RFT and is the responsibility of the Department of Human Services.

2.3 Role of an aged care system navigator

For the purpose of the Measure, the role of an aged care system navigator is to help people to navigate into the aged care system until the point of service commencement. Aged care system navigators help people to:

- understand the aged care system, including what services are available to meet their needs and how to access them; and
- engage with and access the aged care system, including connecting these people with My Aged Care and providing them with support to choose and access services.

Given the focus is on supporting people to connect with the aged care system, the role of an aged care system navigator does not extend beyond the point of service commencement when people have already accessed services and are moving through the system.

2.4 Types of service models provided by an aged care system navigator service

Aged care system navigator service models support people to understand and engage with the aged care system. They may involve, but may not be limited to:

- providing people with information or coaching on the aged care system, aged care services, My Aged Care, and the assessment process for accessing services;
- providing people with support to choose and access services, including assisting people to fill in forms; and
- assisting people to overcome particular challenges to accessing aged care services.

Aged care system navigator models may include, but may not be limited to:

- seminars;
- distribution of tailored information, including drop-in information centres;
- face-to-face support;
- peer support; and
- outreach to people who may require but are not accessing aged care services, particularly people who face barriers to accessing services and people who are vulnerable.

Trials under the Measure may provide a combination of models (i.e. some models may be common across Trials) or they may focus on a specific model for particular Target Population groups.

It is expected that the intensity of support will differ across Trials, with the Community Hubs Trial offering the least intensive level of support and the Specialist Support Workers Trial offering the most intensive level.

2.5 Target population

The Target Population for the Measure is people who:

- have difficulty engaging through the existing channels and need additional support to understand, choose and access aged care services; and
- have not yet accessed aged care services.

While the Target Population includes the broad range of people who need additional support to engage with and understand the aged care system, the Trials will be required to focus on people who face barriers to accessing aged care services and people who are vulnerable as follows:

People who face barriers to accessing aged care services	Vulnerable people
<ul style="list-style-type: none"> • People from diverse population groups, including Aboriginal and Torres Strait Islander people; people from culturally and linguistically diverse backgrounds; and lesbian, gay, bisexual, transgender and intersex people. • People who live in rural or remote areas. • People with limited access to technology; people with limited computer literacy; or people who have special website accessibility requirements, such as people who are vision impaired. 	<ul style="list-style-type: none"> • People who are financially or socially disadvantaged. • People who are socially isolated or at risk of social isolation. • People who are homeless or at risk of becoming homeless. • Care-leavers. • Parents separated from their children by forced adoption or removal. • People with a disability. • People with cognitive impairment, including dementia. • People with a mental health problem or mental illness. • Veterans.

It is expected that:

- the Information Hubs Trials and Community Hubs Trials will target the broad range of people who need additional support to engage with and understand the aged care system, and that a number of hubs (or components of hubs) will specifically target people who face barriers to accessing aged care services and/or people who are vulnerable;
- while some Trials may be designed to address the needs of specific groups, no Trial should be exclusive in the people that it seeks to assist; and
- the Specialist Support Workers Trials will specifically target people who are vulnerable, including outreach services that actively seek out the Target Population.

2.6 Location of Trials

The Trials will be required to be spread across a range of locations to ensure that different aged care system navigator models are tested in different circumstances. The Department requires that the Trials are spread across states and territories, metropolitan and non-metropolitan areas, and different demographic/population groups. However, the Department does not otherwise have requirements as to the specific location of the Trials.

2.7 Integration across Trials and with existing supports

The Trials will be required to integrate with each other, the aged care financial information service officers trial and existing supports for aged care consumers and their families and carers to deliver a joined up solution that does not further add to the complexity of the aged care system or create inefficiencies by duplicating effort. The design of the Trials will be required to consider how to best build on existing supports and matters such as cross referral and escalation of supports.

2.8 Timeframe

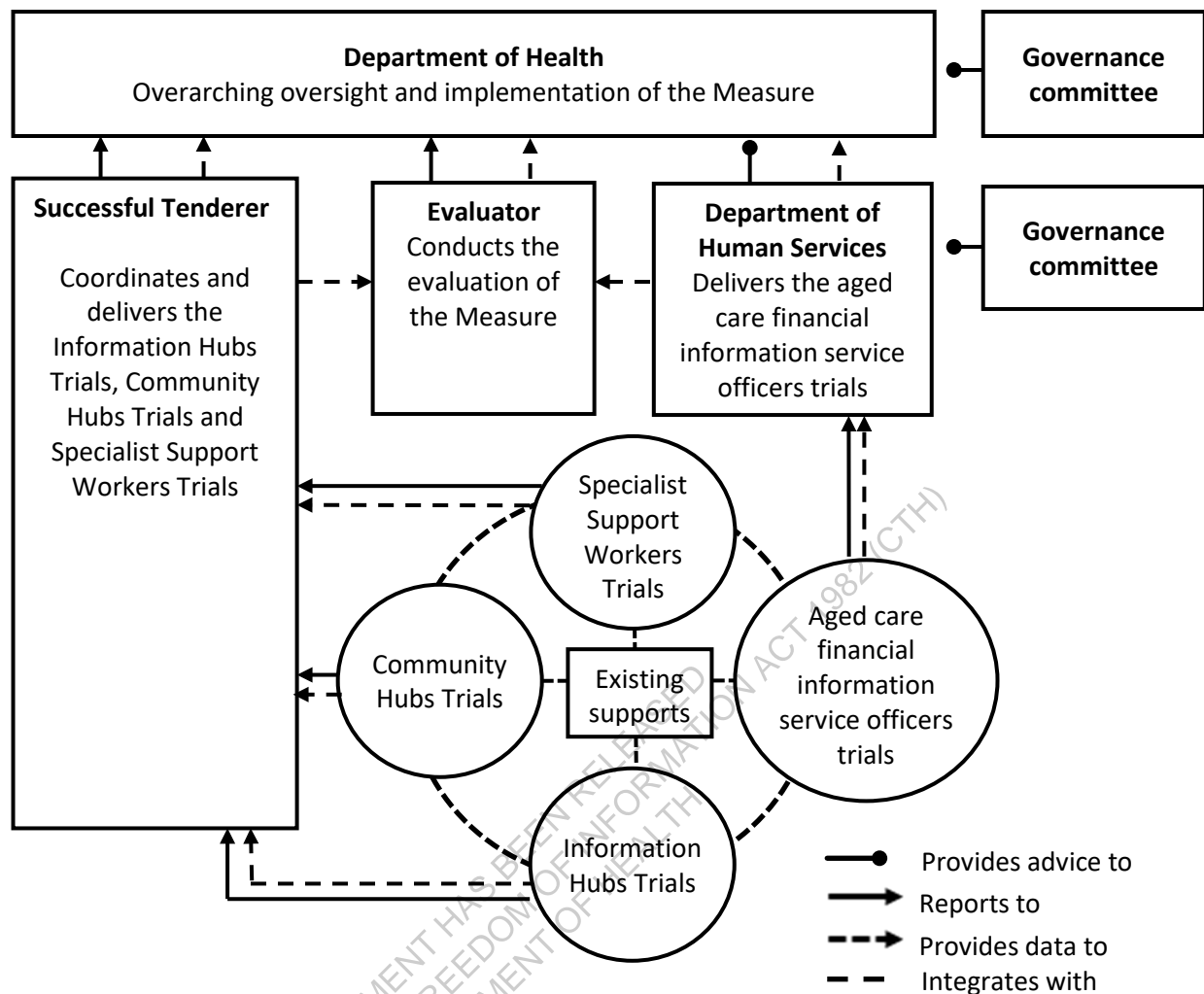
The aged care financial information service officers trials will commence in September 2018 and conclude in September 2019. As outlined in clause 2.2 of this Statement of Requirement, the aged care financial information service officers trials are not within the scope of this RFT.

The Information Hubs Trials, Community Hubs Trials and Specialist Support Workers Trials will commence in January 2019 and conclude in June 2020, although, noting that the Department has an option to extend the Term of the Contract at its discretion under the Draft Contract.

The outcomes of the Measure will be used to inform future decision making. The Department intends to engage an evaluator to evaluate the outcomes of the trials implemented under the Measure, including the three Trials that form part of the Services.

2.9 Roles and responsibilities in the Aged Care System Navigator Measure

A number of parties are involved in the Measure. An overview of the roles and responsibilities of these parties is presented in Figure 1 below.

Figure 1: Roles and responsibilities of parties involved in the Aged Care System Navigator Measure

3. Aim and objectives

The Trials aim to inform future decision making. Their objective is to test different system navigator models in different circumstances that:

- support people who need additional support to understand and engage with the aged care system, particularly people who face barriers to accessing aged care services and people who are vulnerable, to:
 - understand the aged care system, including what services are available to meet their needs and how to access them; and
 - engage with and access the aged care system, including connecting these people with My Aged Care and providing them with support to choose and access services;
- are integrated with each other, the aged care financial information service officers trials under the Measure and existing supports; and
- collect data and information to support an evaluation.

4. Services to be provided by the successful Tenderer

The Services to be provided by the successful Tenderer are outlined below.

Coordinate and deliver the Trials

The successful Tenderer will coordinate and deliver the Trials in accordance with the detailed implementation approach and methodology approved by the Department. Clause 5 of this Statement of Requirement describes the requirements that the successful Tenderer's implementation approach and methodology will be required to meet.

The successful Tenderer will be responsible for all aspects of implementation and delivery of the Trials. The successful Tenderer will be required to:

- provide robust governance of the implementation and delivery of the Trials to ensure the Trials are implemented and delivered in a consistent and seamless manner that achieves their aims and objectives, as described in clause 3 of this Statement of Requirement;
- establish and manage arrangements with all organisations that will be involved in delivering the Trials, including arrangements with any Subcontractors to be engaged by the successful Tenderer;
- facilitate communication across the Trials, including:
 - encouraging a shared understanding of roles, responsibilities, aims and objectives across the Trials; and
 - sharing resources developed, lessons learned, examples of success stories and early findings across the Trials;
- provide a single point of contact for the Department, evaluator engaged by the Department to evaluate the Measure, and all organisations involved in delivering the Trials; and
- establish and manage communication and engagement activities to support implementation and delivery of the Trials and maximise their success.

The successful Tenderer will be responsible for managing implementation and delivery of the Trials to ensure their success. The successful Tenderer will be required to:

- meet the deliverables set out below under the heading 'Deliverables';
- monitor the progress and performance of the Trials, including progress and performance against milestones, aims and objectives;
- identify and leverage lessons learned, including success stories, and share these across Trials;
- manage and mitigate known or emerging risks that may impact the success of the Trials, such as issues regarding the progress or performance of the Trials, and communicate these risks and associated management or mitigation strategies to the Department; and
- address issues identified by the evaluator engaged by the Department to evaluate the Measure, including to address issues identified in relation to the progress or performance of the Trials and opportunities to maximise success.

Build and maintain effective relationships

The successful Tenderer will be required to build and maintain effective relationships to support successful implementation and delivery of the Trials. This will include building and maintaining effective relationships with:

Request for Tender

- all organisations that are involved in delivering Trials under the Measure, including any Subcontractors to be engaged by the successful Tenderer to support implementation and delivery of the Trials;
- relevant organisations within the broader service system that can support successful implementation and delivery of the Trials, including by facilitating integration with existing supports; and
- the evaluator engaged by the Department to evaluate the Measure.

Support the evaluation of the Aged Care System Navigator Measure

The successful Tenderer will be required participate in and support the evaluation of the Measure. The successful Tenderer will be required to:

- coordinate the establishment and management of required data and information systems across the Trials;
- coordinate the collection and collation of data and information across the Trials;
- submit collated data and information from across the Trials to the evaluator engaged by the Department to evaluate the Trials;
- manage and mitigate known or emerging risks that may impact the success of the evaluation, such as delays in establishing the required data and information systems across the Trials or issues regarding data availability, and communicate these risks and associated management or mitigation strategies to the Department; and
- otherwise participate in and support the evaluation of the Measure.

Report to the Department

The successful Tenderer will report to the Department on the Trials. This will include:

- providing verbal and/or written updates to the Department on the progress and performance of the Trials on a weekly basis unless otherwise advised by the Department;
- providing regular advice to the Department on any issues impacting the success of the Trials and/or the evaluation of the Measure and potential mitigation strategies or remedial actions; and
- providing verbal presentations, if required, to the Department and/or the governance committee established by the Department to oversee implementation of the Measure.

Deliverables

The successful Tenderer will be required deliver the following to the Department:

Deliverable	Due date
Submit the following to the Department for approval: <ul style="list-style-type: none">• detailed implementation approach and methodology for coordinating and delivering the Trials;• project plan that sets out key tasks, deliverables and timeframes for coordination and delivery of the Trials; and• risk management plan that identifies key risks and mitigation and management strategies.	21 December 2018
Commence establishment of required data and information systems across the Trials to support the evaluation of the Measure.	4 January 2019

Deliverable	Due date
Conclude establishment of required data and information systems across the Trials to support the evaluation of the Measure.	18 January 2019
Commence implementation and delivery of the Trials.	21 January 2019
Commence collection of data and information across the Trials to support the evaluation of the Measure.	
Submit the first progress report to include a progress report on the Trials and activities undertaken up to March 2019. Information that will be required to be included in the progress report will be advised by the Department to the successful Tenderer and may include information on any issues during the reporting period impacting on the success of the Trials and the successful Tenderers proposed mitigation strategies or remedial actions.	25 March 2019
Submit the first round of consolidated Trial data to the evaluator engaged by the Department to evaluate the Trials.	
Submit the second progress report to include a progress report on the Trials and activities undertaken up to June 2019.	24 June 2019
Submit the second round of consolidated Trial data to the evaluator engaged by the Department to evaluate the Trials.	
Submit the third progress report to include a progress report on the Trials and activities undertaken up to September 2019.	23 September 2019
Submit the third round of consolidated Trial data to the evaluator engaged by the Department to evaluate the Trials.	
Submit the fourth progress report to include a progress report on the Trials and activities undertaken up to December 2019.	23 December 2019
Submit the fourth round of consolidated Trial data to the evaluator engaged by the Department to evaluate the Trials.	
Submit the fifth progress report to include a progress report on the Trials and activities undertaken up to March 2020.	23 March 2020
Submit the fifth round of consolidated Trial data to the evaluator engaged by the Department to evaluate the Trials.	
Submit the final progress report to include: <ul style="list-style-type: none"> a progress report on the Trials and activities undertaken up to May 2020; and a summative report on the Trials and activities undertaken over the period of the Trials. 	25 May 2020
Submit the final round of consolidated Trial data to the evaluator engaged by the Department to evaluate the Trials.	
Conclude implementation and delivery of Trials.	30 June 2020

5. Implementation approach and methodology requirements to be met by the successful Tenderer

The successful Tenderer's implementation approach and methodology will be required to meet each of the following requirements identified below.

In accordance with Schedule 3 of this RFT, Tenderers are required to submit a proposed implementation approach and methodology, that meets each of the requirements identified below, as part of their Tender.

ID	Requirement
Governance	
1.	The implementation approach and methodology is required to describe how the successful Tenderer will provide effective governance of implementation and delivery of the Trials. This description is required to address: <ul style="list-style-type: none"> the actions that the successful Tenderer will take to ensure the Trials are implemented and delivered in a consistent and seamless manner that achieves their aims and objectives, as described in clause 3 of this Statement of Requirement; and how the successful Tenderer will otherwise manage implementation and delivery of the Trials to ensure their success.
2.	The implementation approach and methodology is required to describe the roles and responsibilities of all parties involved in implementing and delivering the Trials. This description is required to include: <ul style="list-style-type: none"> a description of the successful Tenderer's roles and responsibilities in coordinating and delivering the Trials; and a list of all organisations, including Subcontractors, that will be involved in delivering the Trials and a description of the roles and responsibilities of these organisations.
Analysis of existing services	
3.	The implementation approach and methodology is required to take into account existing aged care system navigator services, and be informed by and include information on the outcomes of: <ul style="list-style-type: none"> an assessment of gaps in existing aged care system navigator services and priority areas of need; and an analysis of lessons learned from system navigator services, such as findings regarding effective service models and communication/engagement activities.
Location of Trials	
4.	The implementation approach and methodology is required to describe the location of each Trial. This description is required to be accompanied by a supporting rationale.
5.	The implementation approach and methodology is required to ensure that the Trials are spread across a range of locations that capture the Target Population, including a spread across states and territories, metropolitan and non-metropolitan areas, and different demographic/population groups.
Models to be tested in Trials	
6.	The implementation approach and methodology is required to describe the aged care system navigator model(s) that is to be tested in each Trial location. This description is

ID	Requirement
	required to be accompanied by a supporting rationale.
7.	The implementation approach and methodology is required to ensure that different aged care system navigator models are tested in different circumstances.
Activities to be delivered in Trials	
8.	<p>The implementation approach and methodology is required to describe the activities that will be delivered in each Trial location. At a minimum, this is required to include:</p> <ul style="list-style-type: none"> the type of activities that will be delivered; the purpose of these activities; how these activities will be delivered; and the timing of these activities. <p>This description is required to be accompanied by a supporting rationale.</p>
9.	The implementation approach and methodology is required to ensure that the activities to be delivered in each Trial location do not include aged care system navigator services already funded by the Commonwealth, either directly or indirectly (e.g. through funding provided to Primary Health Networks (PHNs) or via the Commonwealth home support program). The Tenderer Deed at Schedule 2 contains a statement from the Tenderer confirming that it meets this requirement.
10.	<p>The implementation approach and methodology is required to ensure that the activities to be delivered in each Trial location complement and build on existing aged care system navigator services by delivering new activities or extending existing activities. For example, the activities to be delivered in each Trial location could include the:</p> <ul style="list-style-type: none"> delivery of new activities that address gaps in existing services and/or priority areas of need; delivery of new activities that test innovative approaches for providing additional support to people to understand and engage with the aged care system; and/or extension of existing activities in a way that provides additional support to particular cohorts of the Target Population. <p>The implementation approach and methodology is required to describe whether the activities that will be delivered in each Trial location are new activities, an extension of existing activities or how they otherwise build on existing services.</p>
11.	The implementation approach and methodology is required to describe the organisations, including Subcontractors, that will be involved in delivering the Trials in each Trial location and the roles and responsibilities of these organisations. This description is required to be accompanied by a supporting rationale.
Target population of Trials	
12.	The implementation approach and methodology is required to describe the Target Population(s) for each Trial location. This description is required to be accompanied by a supporting rationale.
13.	The implementation approach and methodology is required to ensure that the Target Populations are addressed across the Trials.
Integration across Trials and with existing supports	
14.	The implementation approach and methodology is required include a description of an approach and methodology for ensuring that the Trials are integrated with each other, the

ID	Requirement
	<p>aged care financial information service officers trials under the Measure and existing supports. This approach and methodology is required to describe:</p> <ul style="list-style-type: none"> • how the Trials will be integrated with each other, the aged care financial information service officers trials under the Measure and existing supports, including matters such as cross referral and escalation of supports; and • how the Trials will build on and not duplicate existing supports.
Data and information systems	
15.	<p>A program logic will guide the data and information that is required to support the evaluation of the Measure. A draft program logic is at Attachment A to this Statement of Requirement and will be validated following the Department's appointment of an evaluator.</p> <p>The data and information required to support the evaluation of the Measure will be notified by the Department to the successful Tenderer following the Department's appointment of an evaluator and discussions with the successful Tenderer.</p> <p>For the purpose of this RFT, and taking into account the draft program logic at Attachment A of this Statement of Requirement, the implementation approach and methodology is required to describe the data and information that the Tenderer proposes to routinely collect across the Trials to monitor the Trials and support the evaluation of the Measure. At a minimum, this is required to address data and information to support an assessment of:</p> <ul style="list-style-type: none"> • activities conducted (e.g. delivery of seminars, distribution of tailored information, provision of face-to-face support, provision of peer support, assistance with filling in forms, and provision of outreach services); • outputs delivered (e.g. number, location and type of seminars delivered; volume, location and nature of tailored information distributed; number, location and type of face-to-face supports provided; number, location and type of peer supports provided; number, location and type of assistance with filling in forms provided; and number, location and type of outreach services provided); • participants targeted and involved (e.g. demographic data on location, age, gender, ethnicity and other data to identify whether the participant faces barriers to accessing aged care services and/or is vulnerable); and • cost of outputs delivered.
16.	<p>The implementation approach and methodology is required to include an approach and methodology for establishing required data and information systems across the Trials to support the evaluation of the Measure. This is required to describe how the Tenderer will meet the requirements for the protection of personal information set out in the Draft Contract at Schedule 6.</p>
17.	<p>The implementation approach and methodology is required to include a description of an approach and methodology for collecting data and information across the Trials to support the evaluation of the Measure. This is required to describe how the successful Tenderer will meet the requirements for the protection of Personal Information set out in the Draft Contract at Schedule 6.</p>
Communication and engagement activities	
18.	<p>The implementation approach and methodology is required to describe the communication and engagement activities that the successful Tenderer will undertake to support successful implementation and delivery of the Trials. At a minimum, this is</p>

ID	Requirement
	<p>required to include communication and engagement activities that will be undertaken to:</p> <ul style="list-style-type: none"> • build awareness of the Trials across the Target Population and organisations within the broader service system that can support successful implementation and delivery of the Trials; • engage the Target Population and facilitate their participation in the Trials; • facilitate integration of the Trials with each other, including activities to: <ul style="list-style-type: none"> - encourage a shared understanding of roles, responsibilities, aims and objectives; and - share resources developed, lessons learned, examples of success stories and early findings; • facilitate integration of the Trials with the aged care financial information service officers trials under the Measure and existing supports; and • build and maintain effective relationships to support successful implementation and delivery of the Trials.
19.	<p>The implementation approach and methodology is required to be supported by a detailed project plan that is required to:</p> <ul style="list-style-type: none"> • set out key tasks, deliverables and timeframes for implementation and delivery of the Trials; and • be consistent with the deliverables set out in clause 4 of this Statement of Requirement.
20.	<p>The implementation approach and methodology is required to be supported by a detailed risk management plan that is required to:</p> <ul style="list-style-type: none"> • identify key risks associated with implementation and delivery of the Trials; • assess the likelihood and consequence of identified key risks occurring; • rate identified key risks, taking into account their likelihood and consequence; • describe mitigation and management strategies that are currently in place to treat identified risks; • describe any additional mitigation and management strategies that will be put in place to treat identified key risks; and • describe actions that will be taken to monitor and review risks throughout provision of the Services.

Attachment A

Refer to separate document titled 'Aged Care System Navigator – Draft program logic'.

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

SCHEDULE 2 – TENDERER DEED

The Tenderer must complete, sign and scan the deed set out below and submit the deed as part of its Tender. This is a Minimum Content and Format Requirement.

THIS DEED POLL is made on the day of 2018

by _____

Name

ACN/ABN/ARBN

Short form name **Tenderer**

Declaration

1. The Tenderer declares that this deed is for the benefit of the Commonwealth of Australia as represented by the Department of Health (**Department**).

Definitions

2. In this deed terms have the same meaning as in Request for Tender for the provision of services to coordinate and deliver the information hubs, community hubs and specialist support workers Trials of the aged care system navigator Measure (Health/18-19/04780) (**RFT**).

Offer and Change of Circumstance

3. The Tenderer offers to supply the Services described in this RFT on the conditions set out in this RFT for the price tendered. The Tenderer undertakes not to withdraw, vary or otherwise compromise this offer for a period of no less than six months from the Closing Time.
4. 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.

Tenderer's Conduct

5. The Tenderer confirms that this Tender:
 - a. does not contain any false or misleading claim or statement; and
 - b. has been compiled without the Tenderer:
 - i. engaged in misleading or deceptive conduct;
 - ii. improperly obtaining Confidential Information;
 - iii. engaging in any collusive bidding, anti-competitive or other unethical, improper or unlawful conduct;

- iv. violating any applicable laws or Commonwealth policies regarding the offering of inducements;
 - v. communicating with or soliciting information from any Department employee (or contractor) or ex-employee (or ex-contractor) other than the Contact Officer;
 - vi. obtaining improper assistance from any Commonwealth employee or using Confidential Information improperly obtained;
 - vii. approaching any officer or employee of the Department other than in the manner set out in the RFT;
 - viii. engaging in, or procuring others to engage in, any activity that would result in a breach of the *Lobbying Code of Conduct 2013* published by the Department of the Prime Minister and Cabinet and available at http://lobbyists.pmc.gov.au/conduct_code.cfm; or
 - ix. otherwise acting in an unethical or improper manner or contrary to any law.
6. 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.
7. 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.

Conflict of Interest

[Note to Tenderers: Strike through whichever option does not apply. Tenderers should refer to clause 15 of the RFT for further information.]

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

OR

9. The Tenderer
- a. represents that, having made all reasonable enquiries, the following represents its only known actual, potential or perceived conflicts of interest in respect of this RFT, its Tender or the provision of the Services referred to in the Statement of Requirement:

[Insert details]

- b. advises that its proposed mitigation approach to manage this conflict of interest is as follows:

[insert details]

Status of Tenderer

[Note to Tenderers: Tenderers should refer to the Conditions for Participation set out at clause 11 for further information.]

10. The Tenderer declares that it is not:
- an organisation that has been approved to provide residential care, home and/or flexible care under the *Aged Care Act 1997* (Cth);
 - an organisation that is funded by the Commonwealth under the Commonwealth home support programme;
 - an organisation that is funded by the Commonwealth under the national Aboriginal and Torres Strait Islander flexible aged care programme; or
 - an assessment organisation that provides aged care assessment team or regional assessment service services to the Commonwealth.
11. The Tenderer declares that the activities proposed to be delivered in each Trial location as part of the Services are not already funded by the Commonwealth government, either directly or indirectly.

Further representations

12. The Tenderer makes the following further representations to the Department:
- it is authorised to sell and/or support all products required in the performance of the Services relating to this Tender;
 - it has examined the AusTender Terms of Use which are obtainable on the [AusTender website](#);
 - 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;
 - 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;
 - it has satisfied itself as to the correctness and sufficiency of its Tender, including quoted prices which are deemed to cover the cost of all matters necessary for the due and proper performance and delivery of the Services described in the Statement of Requirement;
 - it has satisfied themselves as to the terms and conditions of the Draft Contract and its ability to comply with the Draft Contract (including by obtaining independent legal advice on the effect of its terms where appropriate), subject to its response at Schedule 4;
 - it has obtained independent advice on the effect of all relevant legislation in relation to the Tenderer's participation in the RFT process;
 - it has made its own independent assessments of actual workload requirements under any resultant Contract and all prices will be presumed by the Department to have been based upon the Tenderer's own independent assessments;
 - 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

- j. it has accepted and has fully complied with the provisions of this RFT.

Acknowledgements

13. 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. to the extent permitted by law, neither the Department nor its officers, employees or advisers will be liable to any Tenderer on the basis of any promissory estoppel, quantum meruit or on any other contractual or restitutionary ground or any rights with a similar legal or equitable basis whatsoever or in negligence as a consequence of any matter or thing relating or incidental to a Tenderer's participation in the RFT process, including instances where:
 - i. a Tenderer is not engaged to undertake the provision of the Services;
 - ii. the Department decides not to enter into any resulting Contract with any Tenderer or at all;
 - iii. the Department exercises or fails to exercise any of its other rights under or in relation to this RFT (whether or not the Department has informed a Tenderer of its exercise of the rights);
 - iv. a Tender or any other material or communication relevant to this RFT is not received in time, is corrupted or altered or otherwise is not received as sent, cannot be read or decrypted, or has its security or integrity compromised; or
 - v. the Department makes information available or provides information to a Tenderer relating to projected future, current or historical requirements
- f. 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; and
- g. the Department will have received this Tender in reliance on this deed 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.

Corporate capacity

14. 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.

Security, probity and financial checks

15. 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.

Workplace Gender Equality Act 2012 (Cth)

16. Under Australian Government procurement the Tenderer is obliged to indicate whether or not it is covered by the *Workplace Gender Equality Act 2012* (Cth) (the WGE Act). The 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 more information about the coverage of the WGE Act, contact the Workplace Gender Equality Agency on (02) 9432 7000.

[Note to Tenderers: Check the relevant box below. If you check box (a), please ensure your letter of compliance is attached to this declaration.]

- ☐ (a) Yes, the Tenderer is a relevant employer. The Tenderer has attached a current letter of compliance as part of this Tender which indicates my compliance with the *Workplace Gender Equality Act 2012* (Cth).
- ☐ (b) Yes, the Tenderer is a relevant employer. The Tenderer will be providing a current letter of compliance prior to entering into any resultant Contract.
- ☐ (c) No, the Tenderer is not a relevant employer.

Terrorism

17. The Tenderer declares neither it, nor any of its personnel or any Subcontractor proposed in its Tender, 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](#).

Trade sanctions

18. 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](#).

Employee entitlements

19. The Tenderer represents that, having made all reasonable enquiries, there are currently no unsettled judicial decisions against the Tenderer (excluding decisions under appeal) relating to employee entitlements for which the Tenderer has not satisfied any resulting order.

Illegal Workers

20. 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.

Survival

21. This deed survives the termination or expiry of the RFT process.

Governing law

22. This deed is governed by and is to be construed in accordance with, the law in force in the Australian Capital Territory and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of that jurisdiction.

Executed as a deed poll

Execution by a company incorporated in Australia

The following execution block should be used by a Tenderer that is a company incorporated in Australia.

Executed by [Name of company] in accordance with
Section 127 of the *Corporations Act 2001*

Signature of director

Name of director (print)

Signature of director/company secretary
(Please delete as applicable)

Name of director/company secretary (print)

Execution by an attorney

Where the Deed of Undertaking is executed by an attorney under a power of attorney on behalf of a company incorporated in Australia, the Tenderer should submit with its executed Deed of Undertaking a copy of the relevant power of attorney. Powers of attorney must be in the form of a deed executed in accordance with section 127 of the *Corporations Act 2001* (Cth).

Signed sealed and delivered by [company name] by its attorney under power of attorney [dated [date of power of attorney] registered number [registered number] book number [book number], who warrants that, as at the date of this deed, they have had no notice of revocation of the power of attorney

Signature of attorney

Signature of witness

Name of attorney (print)

Name of witness (print)

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

SCHEDULE 3 – TENDERER RESPONSE INFORMATION**1. Tenderer's profile****Tenderer's contact officers**

Tenderers should provide details of their nominated contact officers in the following table:

Tenderer's primary contact officer	
Name	
Position	
Telephone number	
Mobile phone number	
Email address	
Postal address	
Tenderer's secondary contact officer	
Name	
Position	
Telephone number	
Mobile phone number	
Email address	
Postal address	

Tenderer's details

Tenderers should complete all details in the following table:

Tenderer's details	
Business or trading name	
Full legal name	
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 / No
ACN (if applicable)	
Details of principal place of	

Tenderer's details	
business / head office (including street address and telephone)	
Date and place of incorporation or registration of business (if applicable)	

Subcontractor details

Where Tenderers are proposing to use Subcontractors to deliver some of the Services, Tenderers should complete all details in the following table for each nominated Subcontractor.

Tenderers should note that, under paragraph 7.19(b) of the Commonwealth Procurement Rules, the names of Subcontractors may be publicly disclosed and that it is the responsibility of Tenderers to secure Subcontractors' agreement to this.

Subcontractor 1	
Business or trading name	
Full legal name	
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)	
ACN (if applicable)	
Details of principal place of business / head office (including street address and telephone)	
Details of the part(s) of the Services which will be delivered by the Subcontractor	

Subcontractor 2	
Business or trading name	
Full legal name	
Entity type (e.g. company, sole trader, incorporated association, statutory authority, partnership,	

Subcontractor 2	
trustee on behalf of a trust, or other (as specified))	
ABN (if applicable)	
ACN (if applicable)	
Details of principal place of business / head office (including street address and telephone)	
Details of the part(s) of the Services which will be delivered by the Subcontractor	

Subcontractor 3	
Business or trading name	
Full legal name	
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)	
ACN (if applicable)	
Details of principal place of business / head office (including street address and telephone)	
Details of the part(s) of the Services which will be delivered by the Subcontractor	

Tenderer's insurance

Tenderers should complete all details in the following table:

General liability insurance	
Name of insurer	
Policy number	
Expiry date	
Amount of current cover	
Professional indemnity insurance	
Name of insurer	
Policy number	
Expiry date	
Amount of current cover	
Workers' compensation insurance	
Name of insurer	
Policy number	
Expiry date	

Where the Tenderer's proposed Personnel are operating as an individual and/or include volunteers, Tenderers should also complete all details in the following table:

Disability income insurance	
Name of insurer	
Policy number	
Expiry date	
Amount of current cover	
Voluntary workers' insurance	
Name of insurer	
Policy number	
Expiry date	
Amount of current cover	

Tenderer's financial viability

Tenderers should provide:

- audited financial statements for the three preceding financial years. If the Tenderer does not have audited financial statements, the Tenderer should provide a set of the Tenderer's financial statements (which should include the Tenderer's balance sheet, profit and loss statement, cash flow statement, summary of accounting policies and notes to and forming part of the financial statements) for the three preceding financial years;

- details of corporate and ownership structure, including identification of any parent entities. If the Tenderer is a subsidiary, provide full details of the legal and financial relationship between the Tenderer and its parent entities; and
- details of the business profiles and corporate objectives and priorities of the Tenderer and any parent entity.

The Department may request further information and undertake its own independent enquiries and assessment in relation to the Tenderer's financial viability.

Actions or investigations

Tenderers should provide particulars of any petition, claim, action, judgement or decision that is likely to adversely affect their capacity to provide the Services.

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.

2. Tenderer's response to the Evaluation Criteria

For the information requested below, Tenderers are required to provide a detailed response having regard to the Statement of Requirement and each relevant Evaluation Criterion

Evaluation Criterion 1: Approach and methodology

Tenderers are required to submit a draft detailed implementation approach and methodology that addresses each of the requirements described in clause 5 of Schedule 1.

Evaluation Criterion 2: Capacity

Tenderers should demonstrate their capacity to deliver the Services including:

- the Tenderer's experience and quality of performance in providing services similar to those described in the Statement of Requirement;
- the Tenderer's, and any proposed Subcontractors', existing and established relationships with, and proven ability to successfully engage with and deliver appropriate supports to, the Target Population;
- the Tenderer's existing and established relationships with, and the Tenderer's experience working with, any proposed Subcontractors; and
- the experience, skills, ability, qualifications and availability of the Specified Personnel to deliver the Services.

Experience and quality of performance in providing services similar to those described in the Statement of Requirement

Tenderers should provide details of their experience in providing services similar to those described in the Statement of Requirement.

Tenderers are encouraged to provide examples which demonstrates the Tenderer's experience which set out:

- the organisations for which the services were undertaken;
- a brief description of the services and outcomes achieved by the Tenderer;
- the period over which the services were undertaken; and
- the value of the services undertaken.

Tenderers should also provide details, using the following table, of at least two referees which can be contacted regarding the Tenderer's experience and quality of performance in delivering services similar to those outlined in the Statement of Requirement:

Item	Details
Name of referee organisation	
Brief description of the services and outcomes achieved by the Tenderer	
The period over which the services were undertaken	
The value of the services undertaken	
Description of how the proposed specified personnel were involved in the services	
Referee contact details Name Position Telephone number Mobile phone number Email address	

References will be evaluated based on the relevance of the services delivered and comments provided by referees.

Tenderers may provide contacts within the Department as referees. However, where a contact within the Department is involved in evaluating Tenders or advising the Tender evaluation team, they will be unable to provide a reference. In this case, the Department may ask the Tenderer to provide details of an alternate referee.

Without limiting the Department's other rights in this RFT, the Department reserves the right to contact persons other than those provided as referees by Tenderers.

The Tenderer's, and any proposed Subcontractors', existing and established relationships with, and proven ability to successfully engage with and deliver appropriate supports to, the Target Population

Tenderers should demonstrate their, and any proposed Subcontractors', existing and established relationships with, and proven ability to successfully engage with and deliver appropriate supports to, the Target Population.

Tenderers may wish to describe any existing and established relationships with the Target Population including:

- the nature of any relationship;
- the length of any relationship;
- how these relationships were established; and
- the specific cohorts or sectors of the Target Population that the Tenderer, and any proposed Subcontractors, have these existing and established relationships with.

Tenderers may wish to describe examples where the Tenderer, and any proposed Subcontractors, have successfully engaged with, and delivered appropriate supports to, the Target Population. In providing these examples, the Tenderer may wish to describe:

- the supports that were to be provided to the Target Population;
- the outcomes that the Tenderer, and any proposed Subcontractor, achieved in providing these supports to the Target Population; and
- the staff that they, and any proposed Subcontractor, employ or peer supports that they use to engage with the Target Population.

The Tenderer's existing and established relationships with, and experience in working with, any proposed Subcontractors

Tenderers should demonstrate their existing and established relationships with, and experience in working with, any proposed Subcontractors.

Tenderers should provide:

- details about the Tenderer's existing and established relationship with any proposed Subcontractors;
- examples of the Tenderer's experience in working with any proposed Subcontractors, including how the Tenderer and the proposed Subcontractor worked together and a brief description of the services and outcomes achieved by the Tenderer and the proposed Subcontractor; and
- where relevant, details that otherwise demonstrate that the Tenderer has experience in quickly partnering with proposed Subcontractors.

The experience, skills, ability, qualifications and availability of the Specified Personnel to deliver the Services

Tenderers should demonstrate that their Specified Personnel have the experience, skills, ability, qualifications and availability to deliver the Services.

Tenderers should provide details, using the following table, of their Specified Personnel being:

- Personnel at a management level who will be involved in coordinating the Trials; and
- Personnel at a management level who will otherwise be involved in managing the delivery of the Trials.

Name and position of Personnel	Role in the provision of the Services	Experience / qualifications	Availability

Tenderers should provide CVs (not exceeding one page each) for each of the Specified Personnel detailing their relevant experience, skills, ability and qualifications.

Tenderers should provide information, such as an organisational chart, to clearly indicate how Personnel, including Subcontractor Personnel, will be structured to provide the Services. Tenderers should also:

- identify the number of Personnel, including Subcontractor Personnel, that will be involved in providing the Services; and
- include a strategy for filling any positions, including Subcontractor positions, that would be required to provide the Services.

Evaluation Criterion 5: Indigenous participation

Tenderers should set out their proposed approach to:

- using Indigenous enterprises in their supply chain.
- the employment of Indigenous Australians,

in the delivery of the Services.

Tenderers should note that [Supply Nation](#) maintains a list of enterprises that meet the definition of 'Indigenous enterprises'. If an enterprise is not listed with Supply nation, Tenderers should refer to Section 1.8.1 of the Indigenous Procurement Policy for ways to ensure that an enterprise is an Indigenous enterprise.

Evaluation Criterion 6: Economic benefit to the Australian economy

Tenderers should answer the questions below to enable the Department to consider the economic benefit of the procurement to the Australian economy.

Does the Tenderer have an Australian Business Number (ABN)	Y/N
Is the Tenderer incorporated in Australia?	Y/N
If No, is the Tenderer a foreign company registered in Australia	Y/N
How many current (full time equivalent) employees of the Tenderer are based in Australia?	

Describe any strategies the Tenderer considers relevant to the economic benefit to the Australian economy resulting from the Tenderer's provision of the Services

Examples of information Tenderers might include:

- *lowest price, saving the tax payer;*
- *building, leasing or procuring infrastructure that supports Australian communities;*
- *providing skills and training that benefits Australian communities;*
- *employing workers in Australia;*

- *paying taxes in Australia;*
- *the environmental benefit of the proposed solution to Australia, for example, low environmental impact through energy efficient inputs such as computers, air conditioning, telephones and paper;*
- *contributing to positive social outcomes in Australian communities;*
- *using of indigenous business;*
- *using small and medium-sized enterprises in delivering goods and services, such as a Subcontractor or supplier;*
- *sharing knowledge, skills and technology with small and medium-sized enterprises; and*
- *using goods and services from a business that provides services of persons with a disability.*

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SCHEDULE 4 – STATEMENT OF NON-COMPLIANCE**Statement of Non-Compliance**

Where the Tenderer is partially compliant or non-compliant with any provisions of the Draft Contract (Schedule 6), it should include in its response below details of:

- the relevant provision;
- the extent of, and reason for, its partial compliance or non-compliance; and
- the alternative words that it proposes.

The Department will consider any non-compliances or partial compliances in its evaluation of other risks.

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 Contract.

The Department does not intend to permit a Tenderer to re-open any provision of the Draft Contract in negotiations that was not identified as an area of non-compliance or partial compliance in a Tender.

Item reference	Nature of compliance (partially complies, does not comply)	Reasons for non-compliance or partial compliance and proposed alternative wording

Confidential Information

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 resultant Contract. The Tenderer should also provide appropriate reasons why any such information should be protected as Confidential Information.

Tenderers should 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

SCHEDULE 5 – PRICING SCHEDULE

Refer to separate excel spreadsheet titled 'Schedule 5 – Pricing Schedule'.

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SCHEDULE 6 – DRAFT CONTRACT

Refer to separate document titled 'Schedule 6 – Draft Contract'.

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