

ATTACHMENT A

SCHEDULE OF DOCUMENTS - FOI 2344

Document No.	Date	Pages	Description	Decision on access ¹	Exemption/s applied
1	9 August 2019	10	Temperature Monitoring and Alarm Response v4.0	E	s 47 - full s 47F - part s 47G - full
2	11 February 2021	8	Temperature Monitoring and Alarm Response v5.0	E	s 47 - full s 47F - part s 47G - full
3	30 July 2019	81	Request for Tender For Logistical Services to support the National Medical Stockpile RFT Health 1819/5336	R	
4	29 July 2019	91	Statement of requirement for Logistical Services to support the National Medical Stockpile RFT Health 1819/5336	R	
5	13 September 2019	43	Toll Response Schedule 3	E	s 33 - full s 47 - full s 47E(d) - full s 47F - part s 47G - full
6	13 September 2019	1	Toll Response Schedule 3, Proposed warehousing sites	E	s 33 - full s 47 - full s 47E(d) - full s 47G - full
7	1 November 2019	6	Verification Activity Outline for Auditors	E	s 33 - full s 47 - full s 47E(d) - full s 47G - full
8	16 December 2019	16	EY Toll Verification Activities Report	E	s 33 - full

¹ E = Exempt in full, R = Release in full.

					s 47 – full s 47E(d) – full s 47G – full
9	20 December 2019	12	EY Presentation to the TEC – Verification Activities	E	s 33 – full s 47 – full s 47E(d) – full s 47F – part s 47G – full
10	12 February 2016	126	Contract for the management of Australia’s National Medical Stockpile	E	s 33 – full s 47 – full s 47E(d) – full
11	12 February 2016	68	Statement of Work - Contract for the management of Australia’s NMS	E	s 33 – full s 47 – full s 47E(d) – full



Australian Government

Department of Health

REQUEST FOR TENDER FOR LOGISTICAL SERVICES TO SUPPORT THE NATIONAL MEDICAL STOCKPILE

RFT Health 1819/5336

(Tender Closing Time: 2pm, 13 September 2019 (local time in Canberra, ACT))

PLEASE NOTE:

Tenders must be lodged electronically via AusTender (see clause 11)

Tenders should be lodged in the format described in clause 13

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

Contact Officer: stockpile.ops@health.gov.au

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PART 1 – INVITATION, SERVICES AND TENDER LODGEMENT

1. INVITATION

- 1.1 The Commonwealth of Australia as represented by the Department of Health (**the Department**) invites interested parties to submit responses detailing how they propose to provide all or one or more components of the Services as described in Attachment 1 – Statement of Requirement of this Request for Tender (**RFT**), subject to the terms set out or referred to in this RFT.
- 1.2 Unless the contrary intention appears:
- (a) the definitions in Annexure A – Glossary to this RFT (**the Glossary**) apply to this RFT; and
 - (b) clause 1.2 (except paragraphs (c) and (i)) of the Draft Contract applies to interpretation of this RFT.
- 1.3 Unless defined differently in Annexure A – Glossary, terms defined in the Draft Contract have the same meaning when used in this RFT.

2. REQUEST FOR TENDER

- 2.1 This Request for Tender (RFT) comprises:
- (a) Part 1 – Invitation, Services 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) Annexure A – Glossary;
 - (f) Attachment 1 – Statement of Requirement (including Attachment A: Estimated Stock Forecast as at 30 June 2020);
 - (g) Response Schedule 1 – Tenderer Declaration;
 - (h) Response Schedule 2 – Tenderer Response Information;
 - (i) Response Schedule 3 – Tenderer Response against Evaluation Criteria;
 - (i) Annexure A to Response Schedule 3 – Proposed Warehousing Sites;
 - (ii) Annexure B to Response Schedule 3 – Agreed Deployment and BAU Transport Timeframes;
 - (j) Response Schedule 4 – Statement of Non-Compliance;

- (k) Response Schedule 5A – Pricing Schedule;
- (l) Response Schedule 5B – Tenderer Financial Viability;
- (m) Attachment 2 – Draft Contract;
- (n) Attachment 3 – Tenderer's checklist.

2.2 Tenderers' attention is also drawn to the:

- (a) Conditions for Participation set out in clause 21; and
- (b) Minimum Content and Format Requirements set out in clause 22.

3. THE SERVICES

- 3.1 The Department is seeking to engage one or more skilled and capable providers to manage, deploy and transport the Inventory in the National Medical Stockpile (**the Stockpile**), as required by the Department.
- 3.2 A detailed description of the Services is set out at Attachment 1 – Statement of Requirement.
- 3.3 The Services comprise of:
 - (a) Inventory Management Services as set out at Parts A, B and D of Attachment 1 – Statement of Requirement; and
 - (b) Transport Services as set out at Parts A, C and D of Attachment 1 – Statement of Requirement.
- 3.4 A Tenderer may tender to deliver:
 - (a) both Inventory Management Services and Transport Services;
 - (b) only Inventory Management Services; or
 - (c) only Transport Services,
 and should identify this in Response Schedule 2.

Inventory Management Services

- 3.5 If tendering for Inventory Management Services, Tenderers should tender for the full scope of Inventory Management Services.
- 3.6 The Department's preference is to engage Contractors with national capabilities with, at a minimum:
 - (a) two Warehousing Sites in the eastern States and Territories of Australia; and
 - (b) one Warehousing Site to service the western States and Territories of Australia
 for Inventory Management Services.

- 3.7 However, if following evaluation, the Department considers that Contractors with national capabilities do not represent best value for money or otherwise meet the Department's requirements, the Department has the right to engage Contractors that do not have national capabilities to provide Inventory Management Services.

Transport Services

- 3.8 If tendering for Transport Services, Tenderers should tender for the full scope of Transport Services for one or more States or Territories noting clause 3.9.
- 3.9 The Department's preference is to engage Contractors for Transport Services with the capability to deliver to every capital city within agreed timeframes.
- 3.10 However, if following evaluation, the Department considers that Contractors with national capabilities do not represent best value for money or otherwise meet the Department's requirements, the Department has the right to engage Contractors that do not have national capabilities to provide Transport Services.

Further details

- 3.11 The Department may select one or more Tenderers as a preferred Tenderer for any one or more of the States and Territories which the Tenderer tenders for. See clause 32.27 below.
- 3.12 Given the importance of the Services to Australia's national security and health protection arrangements, the Department will be undertaking a thorough assessment of tenderers against the Evaluation Criteria in conjunction with an in-depth due diligence process. The evaluation process is explored further at clause 31 of this RFT.

4. DRAFT CONTRACT AND TERM

Overview

- 4.1 Subject to clause 61, the Department proposes to enter into a Contract with the successful Tenderer(s) based on the Draft Contract set out at Attachment 2 – Draft Contract of this RFT.
- 4.2 The Department anticipates execution of Contracts with successful Tenderers, if any, by the end of February 2020. The initial term of each Contract will be from execution until 30 June 2026, with the option for the Department, at its sole discretion, to extend for further periods, provided the total Contract Period does not extend beyond 30 June 2030.

Types of Services

- 4.3 The Services (in respect of both Inventory Management Services and Transport Services) comprise of:
- (a) Ongoing Services; and

(b) Directed Services.

- 4.4 Each Service set out in Attachment 1 – Statement of Requirement is an Ongoing Service unless expressly identified in Attachment 1 – Statement of Requirement as a Directed Service.
- 4.5 Ongoing Services (other than Services relating to Transition-In which are to be provided prior to the Operational Commencement Date) must be delivered by the Contractor from the Operational Commencement Date until the end of the Contract Period.
- 4.6 Directed Services must only be delivered by the Contractor upon the issue of a Work Order by the Department pursuant to the Contract. Please see clause 21 of the Draft Contract and sections 9 and 39 of Attachment 1 – Statement of Requirement for more information.

5. RFT TIMETABLE

- 5.1 The table below is an indicative timetable for this RFT process. The Department may vary the timeframes.

Activity	Indicative Timing
Release of RFT	30 July 2019
Industry Briefing	See clause 6 – Industry Briefing
Enquiry Cut-Off Date	2pm, 6 September 2019 (local time in the ACT)
Tender Closing Time	As set out on the cover page to this RFT
Execution of Contract(s) with successful Tenderer(s) (if at all)	On or before end of February 2020.
Commencement of Contract(s) (if executed)	On execution of the Contract(s).
Operational Commencement Date (if Contract(s) are executed)	To be determined during Contract negotiations in accordance with the timeframes for Transition-In outlined in the Statement of Requirement.

6. INDUSTRY BRIEFING

- 6.1 Tenderers are invited to attend an industry briefing:

Date	16 August 2019
Time	2pm

Location	Department of Health Scarborough House Atlantic Street Woden Town Centre, ACT
RSVP Cut-Off	9 August 2019
Question Cut-Off	12 August 2019
Contact Officer	stockpile.ops@health.gov.au

- 6.2 Tenderers must register to attend an industry briefing by emailing the Contact Officer by 12.00pm on the RSVP Cut-Off date specified above. Tenderers are required to provide the names, positions, organisation, phone number and email addresses of attendees, and whether the attendees will be attending in person, or via teleconference.
- 6.3 Attendance at the industry briefing is recommended but not mandatory.
- 6.4 Copies of presentations and non-attributed responses to questions provided at the industry briefing will be provided to Tenderers following the industry briefing via an addendum on AusTender. Individual briefings will not be provided.
- 6.5 The Department may conduct a second industry briefing. If the Department decides to conduct a second industry briefing, Tenderers will be notified via an addendum on AusTender.
- 6.6 Any information provided at an industry briefing or under clause 6 is provided subject to the conditions of this RFT.

7. ENQUIRIES ABOUT THIS RFT

- 7.1 Enquiries about this RFT must be made by email addressed to the Contact Officer:

Email: stockpile.ops@health.gov.au

- 7.2 The Department will provide answers to any reasonable enquiries from a Tenderer that are received by the Department before the Enquiry Cut-Off Date, in which case:
- (a) questions and related answers may be disclosed to other Tenderers via AusTender (without disclosing the source of the questions); and
 - (b) any Tenderer's confidential information contained in a question (that is expressly nominated as such by the relevant Tenderer and agreed to by the Department) will be removed prior to disclosure on AusTender.
- 7.3 All communications related to this RFT should be addressed in writing to the Contact Officer (via the designated email address specified in clause 7.1) and not to other Departmental officers or other persons. The Department

may not respond to any question or request for clarification or further information not made in accordance with the requirements of this clause 7.3.

8. GOVERNMENT PROCUREMENT (JUDICIAL REVIEW) ACT 2018 (CTH)

- 8.1 This RFT process is not a covered procurement for the purposes of the Commonwealth Procurement Rules (**CPRs**) and the *Government Procurement (Judicial Review) Act 2018* (Cth). The Secretary of the Department (or his or her delegate) has determined certain measures relating to the procurement are necessary to protect human health in accordance with paragraph 2.6 of the CPRs.

9. CHANGES TO THIS RFT

- 9.1 If the Department amends this RFT (including by adding to, altering, deleting or excluding the Department's requirements, changing the structure or timing of the RFT process or varying or extending any time or date in this RFT), it will issue an addendum. Tenderers should regularly check the AusTender website for any updates or addenda to this RFT.
- 9.2 Tenderers must submit their Tenders in accordance with this RFT as amended by any addenda.
- 9.3 The Department will make reasonable efforts to inform Tenderers of addenda by posting addenda on the AusTender page for this RFT.
- 9.4 Tenderers who have registered and downloaded the RFT documentation will be notified by AusTender via email of the issue of any addenda, clarifications or other notices in respect of the RFT documentation. It is in the interests of Tenderers to ensure they have correctly recorded their contact details prior to downloading RFT documentation. If Tenderers have not recorded their details correctly, they should amend their details and download the RFT documentation again.
- 9.5 Tenderers are required to log in to AusTender and collect addenda, clarifications and other notices as notified.
- 9.6 The Department will not accept responsibility if a Tenderer fails to become aware of any addendum notice which would have been apparent from a visit to the AusTender page for this RFT.
- 9.7 If a Tenderer has obtained RFT documentation other than from AusTender, they will need to visit AusTender, register as a user and download the RFT documentation for this RFT.

10. AUSTENDER, THE AUSTRALIAN GOVERNMENT TENDER SYSTEM

- 10.1 AusTender is the Australian Government's procurement information system. Access to and use of AusTender is subject to terms and conditions. In

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participating in this RFT process, Tenderers must comply with those terms and conditions and any applicable instructions, processes, procedures and recommendations as advised on AusTender at <https://www.tenders.gov.au/?event=public.termsOfUse>.

- 10.2 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

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

11. ELECTRONIC LODGEMENT

- 11.1 Tenders must be lodged electronically via AusTender before the Tender Closing Time and in accordance with the Tender response lodgement procedures set out in this RFT and on AusTender.
- 11.2 Tenders lodged by other means, including physically, by facsimile or email, will not be considered.

12. TENDER CLOSING TIME AND DATE

- 12.1 Tenders must be lodged before the Tender Closing Time set out on the cover page to this RFT.
- 12.2 The Tender 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 Tender Closing Time (for more information please see the AusTender terms of use). For the purposes of determining whether a Tender has been lodged before the Tender Closing Time, the countdown clock will be conclusive.

13. PREPARING TO LODGE A TENDER

- 13.1 In submitting their Tenders electronically, Tenderers warrant that they have taken reasonable steps to ensure that Tender response files are free of viruses, malicious code or other disabling features which may affect AusTender and/or the Department's ICT environment. Tenders found to contain viruses, malicious code or other disabling features may be excluded from consideration.
- 13.2 The Department will only consider Tenders lodged in Microsoft Word 2003 (or above) or PDF format 10 (or above).
- 13.3 The Tender file name/s:
- (a) should incorporate the Tenderer's company name;

- (b) should reflect the various parts of the bid they represent, where the Tender comprises multiple files;
- (c) cannot contain special characters including \ / : * ? " < > | . Check your files and re-name them if necessary;
- (d) cannot exceed 50 characters including the file extension; and
- (e) should be completely self-contained.

13.4 Tender response files:

- (a) should not exceed a combined file size of 5 megabytes per upload;
- (b) should be uploaded from a high level directory on a Tenderer's desktop, so as not to impede the upload process;
- (c) should not be selected from a secure or password protected location, or from portable media such as CD, DVD or USB; and
- (d) should be zipped (compressed) together for transmission to AusTender.

13.5 AusTender will accept up to a maximum of five (5) files in any one upload of a Tender. Each upload should not exceed the combined file size limit of five (5) megabytes. If an upload would otherwise exceed five (5) megabytes, the Tenderer should either:

- (a) transmit the Tender files as a compressed (zip) file not exceeding five (5) megabytes; and/or
- (b) lodge the Tender in multiple uploads ensuring that each upload does not exceed five (5) megabytes and clearly identify each upload as part of the Tender.

13.6 If a Tender consists of multiple uploads, due to the number of files or file size, Tenderers should ensure that transmission of all files is completed before the Tender Closing Time.

13.7 Tenders should be completely self-contained. No hyperlinked or other material may be incorporated by reference.

13.8 The person who provides personal and organisational particulars within the AusTender system and lodges the Tender will be deemed an authorised representative of the Tenderer.

14. LODGEMENT PROCESS

14.1 Before submitting an electronic Tender, Tenderers should:

- (a) ensure their technology platform meets the minimum requirements, if any, identified on AusTender;
- (b) ensure their internet connection is working correctly and in the case of wireless internet connection that the signal is strong and stable;

- (c) refer to AusTender's Help guidance, if required, on uploading tenders;
 - (d) take all steps to ensure that the Tender is free from anything that might reasonably affect useability or the security or operations of AusTender and/or the Department's ICT environment;
 - (e) ensure that the Tender does not contain macros, script or executable code of any kind unless that specific material has previously been approved in writing by the Department; and
 - (f) ensure that the Tender complies with all file type, format, naming conventions, size limitations or other requirements specified in clause 13 or otherwise advised by the Department or required by AusTender.
- 14.2 Tenderers must allow sufficient time for Tender lodgement, including time that may be required for any problem analysis and resolution prior to the Tender Closing Time.
- 14.3 Tenderers should be aware that holding the "Lodge a Response" page in the web browser will not hold the electronic tender box open beyond the Tender Closing Time. An error message will be issued if the lodgement process is attempted after the Tender Closing Time.
- 14.4 If Tenderers have any problem in accessing the AusTender website or uploading a Tender they should contact the AusTender Help Desk as referred to in clause 10.2 prior to the Tender Closing Time.

15. SCANNED OR IMAGED MATERIAL, INCLUDING STATUTORY DECLARATIONS

- 15.1 If the Department requires clarification of a 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.

16. LATE TENDERS, INCOMPLETE TENDERS AND CORRUPTED FILES

- 16.1 Any attempt to lodge a Tender after the Tender 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.
- 16.2 The countdown clock displayed on AusTender will display in real time the amount of time left until the Tender Closing Time. The time displayed on the countdown clock is deemed to be the correct amount of time left until the Tender Closing Time and will be the means by which the Department will determine whether a Tender has been lodged by the Tender Closing Time.
- 16.3 The judgement of the Department as to the time a Tender has been lodged will be final.

- 16.4 Where electronic submission of a Tender has commenced prior to the Tender Closing Time but concluded after the Tender 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 Tender Closing Time.
- 16.5 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 Tender Closing Time and clause 16.4 will only apply to the final upload.
- 16.6 Incomplete Tenders, including those with electronic files that cannot be read or decrypted and Tenders which the Department believes to potentially contain any virus, malicious code or anything else that might compromise the integrity or security of AusTender and/or the Department's ICT environment may be excluded from consideration.

17. PROOF OF ELECTRONIC LODGEMENT

- 17.1 When a Tender lodgement has successfully completed, an official receipt is provided on screen. The on-screen receipt will record the time and date the Tender was received by AusTender and will be conclusive evidence of successful lodgement of a Tender. It is essential that Tenderers save and print this receipt as proof of lodgement. A separate email confirming receipt of the Tender will also be automatically dispatched to the email address of the registered user whose details were recorded at login.
- 17.2 Failure to receive a receipt means that lodgement has not completed successfully. Where no receipt has been issued by AusTender, the attempted lodgement will be deemed to have been unsuccessful. Tenderers should refer to clause 14.2 and 14.4.

18. AUSTENDER SECURITY

- 18.1 Tenderers acknowledge that although the Commonwealth has implemented the security measures described on AusTender, the Commonwealth does not warrant that unauthorised access to information and data transmitted via the internet will not occur.
- 18.2 Tenderers acknowledge that:
- (a) lodgement of their Tender on time and in accordance with this RFT is entirely their responsibility; and
 - (b) the Department will not be liable for any loss, damage, costs or expenses incurred by Tenderers or any other person if, for any reason, a Tender or any other material or communication relevant to this RFT is not received on time, is corrupted or altered or otherwise is not received as sent, cannot be read or decrypted, or has its security or integrity compromised.

- 18.3 It is the responsibility of the Tenderers to ensure that their infrastructure including operating system and browser revision levels meet the minimum standards as defined on AusTender. Neither the Department nor the Commonwealth take any responsibility for any problems arising from Tenderers' infrastructure and/or internet connectivity. Tenderers should refer to clause 14.

19. TENDER VALIDITY PERIOD

- 19.1 The Department requires that Tenders submitted in response to this RFT remain open for acceptance for 12 months from the Tender Closing Time.

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

PART 2 – INFORMATION TO BE PROVIDED BY TENDERERS

20. INFORMATION TO BE PROVIDED IN TENDERS

20.1 Tenders:

- (a) must include a completed:
 - (i) signed Declaration by Tenderer in the form set out in Response Schedule 1 – Tenderer Declaration;
 - (ii) Response Schedule 2 – Tenderer Response Information;
 - (iii) Response Schedule 3 – Tenderer Response against Evaluation Criteria;
 - (iv) Response Schedule 4 – Statement of Non-Compliance;
 - (v) Pricing Schedule in the form set out in Response Schedule 5A – Pricing Schedule;
 - (vi) Tenderer Financial Viability information in the form set out in Response Schedule 5B – Tenderer Financial Viability; and
 - (vii) Attachment 3 – Tenderer's checklist.

20.2 Tenderers should note that further and more specific guidance to assist Tenderers in preparing and submitting their Tender is provided at Attachment 3 – Tenderer's checklist.

21. CONDITIONS FOR PARTICIPATION

21.1 The Tenderer must satisfy the Conditions for Participation. Subject to clause 22.2, if the Department considers, at any time during the evaluation process, that a Tenderer does not satisfy all of the following Conditions for Participation, that Tender will be excluded from further consideration under this RFT:

Item	Conditions for Participation
1	The Tenderer must not have had any judicial decisions against it (excluding decisions under appeal) relating to employee entitlements and have not paid the claim.
2	The Tenderer, its personnel, and any Subcontractors proposed in the Tender must not, at the Tender Closing Time, be named on the list of persons and entities designated 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).

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Item	Conditions for Participation
4	<p>(a) The Tenderer either:</p> <ul style="list-style-type: none"> (i) holds a Valid and Satisfactory Statement of Tax Record by the Tender Closing Time; or (ii) has a receipt demonstrating that a Statement of Tax Record has been requested from the Australian Taxation Office by the Tender Closing Time, and holds a Valid and Satisfactory Statement of Tax Record no later than 4 Business Days from the Tender Closing Time; and <p>(b) the Tenderer holds a Valid and Satisfactory Statement of Tax Record from any Subcontractor that it proposes, as part of its Tender, to engage to deliver the Services, where the estimated value of the Services to be provided or undertaken by that Subcontractor is over \$4 million (GST inclusive).</p>

Note to Tenderers: Tenderers should apply for a Statement of Tax Record and should ensure that their Subcontractors apply for a Statement of Tax Record within sufficient time to meet these Conditions for Participation.

22. MINIMUM CONTENT AND FORMAT REQUIREMENTS

- 22.1 Tenders must satisfy the Minimum Content and Format Requirements. Subject to clause 22.2, if the Department considers, at any time during the evaluation process, 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.
2	Measurements must be expressed in Australian legal units of measurement unless otherwise specified in this RFT.
3	The Tender must include a completed and signed Tenderer Declaration substantially in the form set out in Response Schedule 1 – Tenderer Declaration.
4	The Tender must include a completed Pricing Schedule in the form set out in Response Schedule 5A – Pricing Schedule and prepared substantially in accordance with the instructions provided in Response Schedule 5A – Pricing Schedule.

Item	Minimum Content and Format Requirements
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- | | |
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| 5 | <p>The Tender must include either:</p> <ul style="list-style-type: none"> (a) a Valid and Satisfactory Statement of Tax Record for the Tenderer; or (b) a receipt demonstrating that a Statement of Tax Record has been requested from the Australian Taxation Office for the Tenderer and the Tenderer then provides a Valid and Satisfactory Statement of Tax Record within 4 Business Days from the Tender Closing Time. |
|---|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

22.2 Without limiting the Department's other rights in this RFT, the Department may, in its sole and absolute discretion, allow the Tenderer to correct any errors 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.

22.3 If the Department provides any Tenderer with the opportunity to correct errors of form, it will provide the same opportunity to all other Tenderers that are in the same position.

23. FORMAT OF TENDERS

23.1 Tenders should be completed in accordance with the Response Schedules noting the following:

- (a) all applicable information should be provided in response to the information requirements set out in the Response Schedules;
- (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 materials (as supplements or attachments to the Tenderer Response Information) noting that Tenderers are discouraged from including generic marketing information that does not directly relate to the information requested in this RFT and/or does not address the Evaluation Criteria.

23.2 Tenderers who wish to:

- (a) negotiate any of the provisions of the Draft Contract; or
 - (b) claim confidentiality in relation to any aspects of their Tender,
- must complete Response Schedule 4 – Statement of Non-Compliance.

24. PRICING

24.1 Tenderers should provide full details of their proposed price structure in Response Schedule 5A – Pricing Schedule. This document should be

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included in a separate electronic file when the Tender is lodged and no pricing should be included in any other part of the Tender.

- 24.2 Tendered prices should include all charges necessary and incidental to the proper delivery of the Services (or relevant part of the Services being offered).
- 24.3 Prices should be fixed for the duration of the Initial Contract Period unless otherwise indicated.
- 24.4 Prices should be in Australian dollars (inclusive of GST).

25. WORKPLACE GENDER EQUALITY

- 25.1 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**).
- 25.2 The Draft Contract requires that, in providing the Services, a successful Tenderer must:
 - (a) comply with its obligations, if any, under the WGE Act; and
 - (b) if the term of the Contract exceeds 18 months, the successful Tenderer must provide a current letter of compliance within 18 months from the Commencement Date and following this, annually to the Department's Contact Officer.
- 25.3 Successful Tenderers should note that if during the Contract Period, the successful Tenderer becomes non-compliant with the WGE Act, the successful Tenderer must notify the Department in accordance with the resulting Contract.
- 25.4 For further information about coverage of the WGE Act, contact the Workplace Gender Equality Agency on (02) 9432 7000.
- 25.5 Tenderers must indicate as part of the Tenderer Declaration at Response Schedule 1 – Tenderer Declaration 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 resulting Contract (if successful).

26. MODERN SLAVERY ACT 2018 (CTH)

- 26.1 Tenderers should note that any resulting Contract will require the successful Tenderer to provide all assistance reasonably requested by the Department to comply with its obligations under the *Modern Slavery Act 2018* (Cth).

27. ANTI-TERRORISM MEASURES

- 27.1 The Tenderer and any nominated subcontractors proposed in the Tender may not at the Tender Closing Time be listed as terrorists under section 15 of

the *Charter of the United Nations 1945* (Cth) maintained by the Department of Foreign Affairs and Trade under the *Charter of the United Nations (Dealing with Assets) Regulations 2008* (Cth).

- 27.2 The Commonwealth will not enter into any contractual arrangement with a person or organisation on the list, and Tenderers are required to declare that they and any subcontractors are not listed. The Tenderer's Declaration in Response Schedule 1 – Tenderer Declaration contains a statement from the Tenderer confirming that it complies with this requirement.

28. LOBBYING CODE OF CONDUCT

- 28.1 Tenderers should not engage in or procure or encourage others to engage in, any activity that would result in breaching 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.

29. ILLEGAL WORKERS

- 29.1 It is Commonwealth policy not to contract with providers engaging Illegal Workers.
- 29.2 The Tenderer's Declaration in Response Schedule 1 – Tenderer Declaration contains a statement from the Tenderer confirming that it meets this obligation and will comply with this policy.

30. EMPLOYEE ENTITLEMENTS

- 30.1 Tenderer's should note that it is Commonwealth policy not to contract with providers who have had a judicial decision against them (not including decisions under appeal) relating to employee entitlements and have not satisfied any resulting order. The Tenderer's Declaration in Response Schedule 1 – Tenderer Declaration requires the Tenderer to confirm that no such judicial decision has been made against them for which they have not satisfied any resulting order.

PART 3 – EVALUATION OF TENDERS

31. TENDER EVALUATION PROCESS

The Evaluation Criteria and Evaluation Process

- 31.1 Tenderers will be evaluated against the Evaluation Criteria to determine the Tenderer(s) that represent the best value for money on a whole-of-life basis.
- 31.2 The Department will not evaluate a Tender if:
- (a) subject to clause 16.1, the Tender is lodged after the Tender Closing Time; or
 - (b) subject to clause 22.2, the Tenderer does not comply with one or more of the Conditions of Participation; or
 - (c) subject to clause 22.2, the Tender does not comply with one or more of the Minimum Content and Format Requirements.
- 31.3 The Department may, at its discretion, at any time exclude a Tender from consideration if:
- (a) the Tender is incomplete;
 - (b) prices are not clearly and legibly stated; or
 - (c) the Tenderer or Tender does not comply with this RFT.
- 31.4 Tenders which have not been excluded from consideration by the Department will be evaluated by the Department to identify the option(s) that represents best value for money in accordance with the process and Evaluation Criteria detailed in this RFT.
- 31.5 Achieving value for money is the core rule of the [Commonwealth Procurement Rules](#). Officials responsible for a procurement must be satisfied, after reasonable enquiries, that the procurement:
- (a) encourages competition and is non-discriminatory;
 - (b) uses public resources in an efficient, effective, economical and ethical manner that is not inconsistent with the policies of the Commonwealth;
 - (c) facilitates accountable and transparent decision making;
 - (d) encourages appropriate engagement with risk; and
 - (e) is commensurate with the scale and scope of the business requirement.
- 31.6 In assessing Tenders, the Department will:
- (a) have regard to the [Commonwealth Procurement Rules](#); and

- (b) act fairly and be consistent in its dealings with all Tenderers.
- 31.7 As part of its evaluation of Tenders, the Department may, in its sole and absolute discretion:
- (a) ask Tenderers to undertake presentations and/or demonstrations;
 - (b) ask Tenderers to provide written clarification of various aspects of their Tenders;
 - (c) ask Tenderers to provide further information in relation to their financial viability and commercial stability;
 - (d) have discussions or undertake interviews with Tenderers in order to seek further clarification of their Tenders;
 - (e) undertake interactive workshops with Tenderers;
 - (f) visit Tenderers' sites, including for the purposes for inspecting or auditing the Tenderer's capability as identified in its Tender;
 - (g) undertake further due diligence activities in relation to Tenderers and the information contained in their Tenders; and
 - (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 Tenderer's Tender.
- 31.8 The Department may choose to undertake the activities set out in clause 31.7 in relation to some Tenderers only. Presentations, demonstrations, interviews, interactive workshops, site visits and due diligence activities 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.
- 31.9 The Department may invite external stakeholders and / or advisors to participate in the Tender evaluation process (including to participate in any of the activities referred to in clause 31.7) including technical and / or legal advisors and / or representatives from other key stakeholders such as representatives from State and Territory government health authorities.
- 31.10 Any costs incurred by the Tenderer in complying with this clause 31 will be borne by the Tenderer.

32. EVALUATION STAGES

- 32.1 The Department will evaluate Tenders in accordance with the stages set out in this clause 32. The Department may, at its sole and absolute discretion, undertake these stages in parallel or in any order.

Stage 1 – Screening

- 32.2 The Department will register Tenders following the Tender Closing Time. Tenders lodged otherwise than in accordance with this RFT will be registered separately and will not be considered.

- 32.3 Late Tenders will be excluded from consideration in accordance with clause 16.1.
- 32.4 The Department will undertake an initial assessment as to whether each Tender complies with:
- (a) the Conditions of Participation;
 - (b) the Minimum Content and Format Requirements; and
 - (c) the other requirements of this RFT.
- 32.5 Subject to clause 22.2:
- (a) Tenders which the Department determines do not comply with one or more of the Conditions of Participation; or
 - (b) Tenders which the Department determines do not comply with one or more of the Minimum Content and Format Requirements,
- will be excluded from further consideration.
- 32.6 Where the Department determines that a Tender is incomplete, illegible or otherwise non-compliant with the RFT, the Department may exclude that Tender from further consideration (see clause 31.3).
- 32.7 The Department will undertake an assessment as to whether each Tender contains unintentional errors of form. Where the Department determines that the Tender does contain unintentional errors of form, the Department may request the Tenderer to correct or clarify the error in accordance with clause 22.2.
- 32.8 The Department will undertake an assessment as to whether aspects of a Tender require clarification and may request clarification or additional information in accordance with clause 33.
- 32.9 The Department may, at any stage during the evaluation process, reach the view that Tenders or Tenderers fall within the categories listed in clauses 32.5 to 32.8.

Stage 2 – Assessment of Tenders against Evaluation Criteria

- 32.10 The Department will assess Tenders which have not been excluded from consideration against the Evaluation Criteria.
- 32.11 Subject to clause 32.10, the Department will evaluate each Tender against the Evaluation Criteria outlined in Table 1.

Table 1. Evaluation Criteria (applies to all Tenderers)

No	Evaluation Criteria	Weighting
1	Demonstrated understanding of the Services for which it is tendering, in accordance with the Statement of Requirement, during (a) BAU; and (b) Emergencies.	30%
2	Demonstrated ability to deliver the Services for which it is tendering, in accordance with the Statement of Requirement, to a high standard during (a) BAU; and (b) Emergencies.	35%
3	Demonstrated capacity to manage the Services for which it is tendering, in accordance with the Statement of Requirement, including (a) experience in managing services of a similar scale and scope as the Services for which it is tendering; and (b) collaborative issues management.	30%
4	Transition-In (a) approach to Transition-In as applicable to the Services for which it is tendering; and (b) demonstrated ability to meet the Transition-In timeframes and Acceptance Requirements as applicable to the Services for which it is tendering.	5%

No	Evaluation Criteria	Weighting
5	Price	Unweighted
6	Risk	Unweighted
7	<p>Other factors</p> <p>(a) The economic benefit to Australia through the delivery of the Services for which it is tendering.</p> <p>(b) The Tenderer's ability to help the Department meet its Indigenous Procurement Policy obligations.</p> <p>More information is available at: https://www.pmc.gov.au/resource-centre/indigenous-affairs/indigenous-procurement-policy-overview.</p>	Unweighted

- 32.12 The Department may:
- (a) consider any part of a Tender in the evaluation of any or all of the Evaluation Criteria; and
 - (b) make independent inquiries in relation to a Tenderer.
- 32.13 The Department will consider any risks inherent in each Tender that have not been factored into the scores for the Evaluation Criteria including:
- (a) the level of compliance with this RFT (including the Statement of Requirement and Draft Contract, as relevant to the Tender);
 - (b) risks identified from sources other than the Tenderer;
 - (c) financial viability;
 - (d) any actual or perceived conflict of interest; and
 - (e) adequacy of insurance proposed by the Tenderer.
- 32.14 The Department may:
- (a) undertake referee checks by contacting references nominated by the Tenderer or other customers of the Tenderer; and
 - (b) consider information about the Tenderer which is in the public domain or acquired in the Department's course of business, including information provided by Departmental staff or other Australian Government personnel.

Stage 3 – Development of an initial shortlist

- 32.15 The Department may rank Tenders and develop a shortlist of Tenderers by reference to the outcome of evaluation of Tenders under Stage 2.
- 32.16 Tenderers that are not shortlisted will be set aside and will not proceed through to Stage 4 – Verification Activities of the evaluation process.

Stage 4 – Verification Activities

- 32.17 Tenderers shortlisted by the Department under Stage 3 (**Shortlisted Tenderers**) will be notified and invited to participate in Stage 4 – Verification Activities. This invitation may be accompanied by the documentation set out at clause 32.22.
- 32.18 The purpose of Stage 4 – Verification Activities are to:
- (a) allow Tenderers additional opportunity to showcase and verify their capabilities on-site;
 - (b) support due diligence of Tenderer capability and capacity to deliver the Services to inform Stage 5 – Value for money assessment, of the evaluation process.

- 32.19 Shortlisted Tenderers will be contacted by the Department. The Department may advise Shortlisted Tenderers of the names of the External Auditor who may arrange and coordinate the Verification Activities. The Department requires shortlisted Tenderers to complete requested Stage 4 – Verification Activities within a maximum of 10 Business Days from the date the Tenderer is notified under clause 32.17 (unless otherwise specified by the Department in the invitation from the Department.) The Department may at its sole discretion, attend the Stage 4 – Verification Activities or allow these to be conducted solely by the External Auditor.
- 32.20 To ensure equity in the Tender process, unless the Department otherwise determines, Tenderer participation in the Stage 4 – Verification Activities will be capped at:
- (a) one Business Day for Shortlisted Tenderers that have tendered to provide either Inventory Management Services or Transport Services only; and
 - (b) two Business Days for Shortlisted Tenderers that have tendered to provide both Inventory Management Services and Transport Services.
- 32.21 Verification Activities
- The Verification Activities may comprise site visits and meetings to undertake one or more of the following (as applicable to the Services that the Tenderer has tendered for):
- (a) conduct site visits to a Tenderer's premises, including to any proposed Warehousing Site;
 - (b) interview with a Tenderer's proposed key management personnel relating to the Tenderer's experience, capability and capacity;
 - (c) observe and review evidence of the Tenderer's capability and capacity, including warehouse/transportation capacity, security controls, temperature controls and monitoring, systems operations and performance reports at Tenderer's sites;
 - (d) seek presentations or demonstrations by a Tenderer; and
 - (e) undertake other activities in accordance with clause 31.7 above.
- (together, **Verification Activities**).
- 32.22 The Department may issue additional documents to Shortlisted Tenderers invited to participate in Verification Activities that provides further details of how the Verification Activities will be conducted and specific terms and conditions governing the process.
- 32.23 The Department may refuse to conduct, or to further conduct, Verification Activities with a Tenderer including if the Tenderer fails to comply with the requirements of a process document issued to the Shortlisted Tenderer under clause 32.22.

- 32.24 Without limiting clause 53.1, the Department will not be responsible for any costs or expenses incurred by any Tenderer in participating in the Verification Activities.
- 32.25 Following the conclusion of any Verification Activities, the Department will use the outcomes of Stages 1-4 of the evaluation process in conducting Stage 5 – Value for money assessment activities.

Stage 5 – Value for money assessment

- 32.26 Tenderers will be assessed to identify the Tenderer(s) that represent best value for money on a whole-of life basis. In assessing best value for money, the Department will have regard to the following, including:
- (a) ranking of Tenderers against the Evaluation Criteria;
 - (b) strengths and weaknesses;
 - (c) the benefits of a Tenderer being selected:
 - (i) for one or both of the Inventory Management Services and the Transport Services; and
 - (ii) in relation to one or more States or Territories; and
 - (d) overall assessed level of risk for each Tenderer.
- 32.27 A Tenderer may not be successful in relation to all Services or States and Territories covered by its Tender, or in relation to any Services or States or Territories. The Department may select a Tenderer as a preferred Tenderer for any one or more of the Services or States or Territories which the Tenderer tenders for.
- 32.28 The Department is not obliged to accept the lowest priced, or any, Tender.
- 32.29 The Department may award a Contract(s) to the Tenderer(s) that submits the best value for money response for the Services or part of the Services.
- 32.30 The selection of preferred Tenderer(s) will be subject to successfully concluding Contract negotiations.

33. CLARIFICATION

- 33.1 Where the meaning of a Tender is unclear or there is an apparent error of form, the Department may seek clarification from the Tenderer.
- 33.2 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.
- 33.3 Where the Department considers that such clarification would introduce unfairness into the evaluation process, it will not be admitted for evaluation.

34. TENDERED PRICES

- 34.1 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.
- 34.2 In the evaluation process, the Department may, in its sole and absolute discretion, make certain adjustments to the Tendered price, including adjustments to account for the following matters, which may need balancing in order to establish a common basis for the comparison of Tenders, including:
- (a) tendered prices as per the completed Response Schedule 5A – Pricing Schedule;
 - (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) transition costs;
 - (g) any risk relating to the Tendered prices;
 - (h) cost of administering the agreement;
 - (i) any assumptions or other caveats attaching to the Tendered prices;
 - (j) whole of life costs and benefits; and
 - (k) other costs, if any, or financial impacts on the Department that may arise from selecting a particular Tenderer.
- 34.3 Each Tenderer from the public sector (if any) must demonstrate in its price that the requirements of competitive neutrality have been met, including payment of relevant taxes and charges, rates of return and costs of funds.

35. NEGOTIATIONS

- 35.1 Negotiations may be undertaken with one or more Tenderers in the sole and absolute discretion of the Department.
- 35.2 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 one or more preferred Tenderers after all material issues have been resolved.

- 35.3 The Department may seek best and final offers from Tenderers participating in the negotiation phase of this RFT process.
- 35.4 Without limiting its other rights under this RFT, if the Department concludes that during negotiations a Tenderer has retracted, or attempts to retract, any part of its tendered offer, the Department, in its sole and absolute discretion, reserves the right to:
- (a) disqualify that Tenderer's Tender;
 - (b) terminate this RFT process;
 - (c) re-enter negotiations or parallel negotiations with other Tenderers; or
 - (d) exercise any other right reserved to the Department under law or elsewhere in this RFT.

36. DEBRIEFING

- 36.1 After the Department has finalised a Contract with the successful Tenderer(s), the Department will notify all unsuccessful Tenderers of the outcome of the RFT process.
- 36.2 All Tenderers will be offered the opportunity for a debriefing on their Tender. If requested by a Tenderer, the Department will provide a debriefing (at the time and in the manner the Department reasonably determines).
- 36.3 Tenderers will be debriefed against the Evaluation Criteria contained in this RFT. Tenderers will not be provided with information concerning other Tenders.

37. COMPLAINTS PROCEDURE

- 37.1 Complaints in relation to this RFT process should be made in writing and directed to the Complaints Officer at procurement.advice@health.gov.au.
- 37.2 All complaints will be handled by the Department in accordance with the Department's Procurement Complaints Procedures available at <https://www.health.gov.au/about-us/what-we-do/grants-and-tenders>.
- 37.3 If a complaint is not resolved, complaints may be directed to the Department in accordance with the process outlined in the Department's Procurement Complaints Procedures.

PART 4 – CONDITIONS OF TENDERING

38. OWNERSHIP AND USE OF TENDER DOCUMENTS

- 38.1 Without affecting any Intellectual Property Rights that may exist in a Tender, all Tender documents (including paper and electronic copies) become the property of the Department on submission.
- 38.2 Without prejudice to any other right of the Department under this RFT or at law, Tenderers grant to the Department a non-exclusive licence to use, reproduce, adapt, modify and disclose (including to the responsible Minister and any advisers) on a royalty-free, perpetual and irrevocable basis any material contained in a Tender, or provided by a Tenderer in response to this RFT for any of the following purposes:
- (a) the RFT process, evaluating and clarifying Tenders;
 - (b) negotiating, preparing and managing any resulting Contract;
 - (c) audit, governmental and Parliamentary (whether federal, state or territory) reporting requirements;
 - (d) referring any material that suggests collusion by Tenderers to the ACCC and the use by the ACCC of the material to conduct any review or investigation it deems necessary;
 - (e) responding to any disputes about this RFT process; and
 - (f) requests from any Parliament or a Parliamentary Committee (whether federal, state or territory).
- 38.3 The Department may make copies of the Tender as necessary for its purposes.

39. INTELLECTUAL PROPERTY RIGHTS IN RFT

- 39.1 All Intellectual Property Rights that exist in the information contained in this RFT, or any related or attached material, remains the property of the Department.
- 39.2 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 Contract with the Department.
- 39.3 Such Intellectual Property Rights as may exist in a Tender will remain the property of the Tenderer.

40. APPLICATION OF LAWS AND COMMONWEALTH POLICY

- 40.1 The law applying in the Australian Capital Territory applies to this RFT and to the RFT process. Each Tenderer should ensure that it has:

- (a) complied with all relevant laws and with Commonwealth policy in preparing and lodging its Tender and taking part in the RFT process; and
- (b) familiarised itself with all relevant legislation and Commonwealth policies relating to the provision of the Services.

40.2 Tenderers should obtain, and will be deemed to have obtained, their own advice on the impact of legislation and related guidelines on their participation in this RFT process and any subsequent Contract, including:

- (a) *Public Governance, Performance and Accountability Act 2013* (Cth) and associated instruments and related Commonwealth guidelines;
- (b) *Archives Act 1983* (Cth);
- (c) *Privacy Act 1988* (Cth);
- (d) *Freedom of Information Act 1982* (Cth);
- (e) *Workplace Gender Equality Act 2012* (Cth);
- (f) *Competition and Consumer Act 2010* (Cth);
- (g) *Auditor-General Act 1997* (Cth);
- (h) *Fair Work Act 2009* (Cth);
- (i) *Work Health and Safety Act 2011* (Cth);
- (j) any other work health and safety legislation applicable to any successful Tenderer;
- (k) the obligations under the *Charter of the United Nations Act 1945* (Cth), the *Autonomous Sanctions Act 2011* (Cth), and other associated Acts and regulations. These laws require any person who holds assets or funds belonging to a person or organisation on the list of persons and entities designated as terrorists or otherwise subject to sanctions to immediately freeze those assets. It is an offence to make any funds or assets available to a person or organisation on the list. The list and more information are available at [Australia's Implementation of United Nations Security Council Financial Sanctions](#); and
- (l) any obligations applicable to any successful Tenderer contained in the legislation arising from the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006* (Cth).

40.3 Tenderers' attention is drawn to Chapter 7 of the *Criminal Code* (Cth), which provides:

- (a) that giving false and misleading information is a serious offence; and
- (b) for offences that attract substantial penalties. (These offences include theft of Commonwealth property and other property offences, obtaining property or financial advantage by deception, offences involving fraudulent conduct, bribery, forgery and falsification of documents).

41. SMALL TO MEDIUM ENTERPRISES (SMES)

- 41.1 The Australian Government is committed to Commonwealth agencies 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 registered firm with fewer than 200 full-time equivalent employees.
- 41.2 Tenderers are encouraged to include the participation of SMEs in their Tenders.

42. AUDIT AND ACCESS

- 42.1 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.
- 42.2 In addition to the Auditor-General's powers under the *Auditor-General Act 1997* (Cth), if a Tenderer is chosen to enter into a 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 Contract and for a period of 7 years from the date of expiration or termination of the Contract.
- 42.3 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.

43. FREEDOM OF INFORMATION AND OTHER RIGHTS TO ACCESS INFORMATION

- 43.1 The attention of Tenderers is drawn to the *Freedom of Information Act 1982* (Cth) (**FOI Act**), which gives members of the public right of access to documents in the possession of the Commonwealth and its agencies.
- 43.2 The FOI 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.
- 43.3 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.
- 43.4 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.

44. PRIVACY

- 44.1 The *Privacy Act 1988* (Cth), including privacy principles, provides a national scheme for the collection, use, storage and disclosure of personal information by the Commonwealth and certain entities.
- 44.2 The Draft Contract provides that the Contractor is a 'contracted service provider' as defined in the *Privacy Act 1988* (Cth) and requires the Contractor to comply with the obligations specified in the Draft Contract.

45. CONFIDENTIALITY

- 45.1 Subject to clause 45.2, the Department will, subject to this RFT, endeavour to treat the following information as confidential:
- (a) all Tenders received prior to the award of a contract;
 - (b) all unsuccessful Tenders, following the award of a contract;
 - (c) all successful Tenders, following the award of a contract but only to the extent that:
 - (i) a successful Tenderer requests that specific information in that 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 Contract with the successful Tenderer, to keep that information confidential.
- 45.2 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 (for clarity, including the External Auditor), officers, employees or subcontractors solely in order to conduct this RFT process or to prepare and manage any resulting Contract(s);
 - (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 to the appropriate regulatory authority because of suspected collusive or anti-competitive tendering behaviour;

- (e) is disclosed by the Department in response to a request by a House or a Committee of the Parliament of the Commonwealth of Australia;
- (f) is shared by the Department within the Department's organisation, or with another Government Authority, where this serves the Commonwealth's or another state or territory's legitimate interests;
- (g) is authorised or required by law to be disclosed;
- (h) is disclosed to meet the Department's reporting or accountability requirements, including:
 - (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 (www.tenders.gov.au);
 - (iv) in accordance with the requirements for Annual Reports;
 - (v) to the Commonwealth Ombudsman; or
 - (vi) is in the public domain otherwise than due to a breach of the relevant obligations of confidentiality.

46. STATEMENTS

- 46.1 Tenderers must not make any public announcements concerning the Services or any other matter arising out of this RFT (including the acceptance of any Tender), for publication in any media without the prior written approval of the Department.
- 46.2 The Department may exclude Tenders from further consideration where the Department considers this restriction not to have been complied with.

47. COMPLIANCE WITH WORK HEALTH AND SAFETY LAWS

- 47.1 For the purposes of this clause 47, '**Work Health and Safety Laws**' means any and all applicable work health and safety, dangerous goods, electricity safety or environmental protection related legislation including the *Work Health and Safety Act 2011* (Cth) together with associated regulations that are relevant to the Services and the safe manner in which that Services are provided or supplied.
- 47.2 Tenderers should note their obligation to comply, and as far as practical ensure subcontractors will comply with all relevant requirements of the Work Health and Safety Laws, including:
 - (a) complying with all applicable work health and safety laws;

- (b) consulting, co-operating and co-ordinating with the Department on workplace health and safety activities so far as it is practical;
 - (c) providing the Department any information the Department reasonably requires to confirm that the Tenderer (and any subcontractor) is complying with the Work Health and Safety Laws; and
 - (d) participating in any compliance activities associated with its legal obligations, including those arising under the Work Health and Safety Laws. Compliance activities may include responding to requests for information and/or audits undertaken by the Commonwealth, its nominees and/or relevant regulators.
- 47.3 Compliance with the Work Health and Safety Laws does not relieve the Tenderer from its responsibilities to comply with its other obligations under any proposed Contract.
- 47.4 The Tenderer should not use a subcontractor in relation to the provision of the Services where the subcontractor would be precluded from contracting directly with the Department under the requirements of Work Health and Safety Laws.

48. INDIGENOUS PROCUREMENT POLICY

- 48.1 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>.
- 48.2 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 the Indigenous Procurement Policy for further information).
- 48.3 In its Tender, each 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 resulting Contract.
- 48.4 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.

49. ENVIRONMENTAL POLICY AND PROCUREMENT

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

- 49.2 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.
- 49.3 The Department's procurement activities are a key means of implementing its environmental policy.

50. MATERIAL CHANGE TO TENDERER

- 50.1 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.
- 50.2 If the Department receives notice, or becomes aware of an event under clause 50.1(a), the Department may allow (on terms it considers appropriate) the substitution of the Tenderer with another legal entity upon receipt of a joint written request from or on behalf of the Tenderer and the other legal entity. If the Department allows the substitution, it will evaluate the Tender in its original form prior to the event, except that the impact of the event on the information provided in the Tender may be taken into account.
- 50.3 If the Department receives notice, or becomes aware of an event under clause 50.1(b) or 50.1(c), or the Commonwealth does not allow substitution, or substitution is not requested, under clause 50.1(a), the Department may

either exclude the Tender from consideration or consider the Tender taking into account the impact of the changed circumstances on the information provided in the Tender.

51. CONFLICT OF INTEREST

51.1 For the purposes of this clause 51, 'Conflict' means:

- (a) a conflict of interest, risk of a conflict of interest, or an apparent conflict of interest arising through the Tenderer, a consortium member, a subcontractor or any of their personnel (or any of their immediate family, relatives, business partners, associates or friends), engaging in any activity or obtaining any interest that is likely to or may appear to impair, interfere with or restrict the Tenderer, consortium member or subcontractor in providing the Services diligently, fairly and independently;
- (b) the Tenderer, a consortium member, a subcontractor or any of their personnel have a relationship (whether professional, commercial or personal) with any of the Department's personnel involved in the evaluation of Tenders; or
- (c) the Tenderer, a consortium member or subcontractor has a relationship with, or obligations to, an organisation which would affect the performance of the Contract or would bring disrepute to or embarrass the Department.

51.2 Tenderers should represent and declare in Response Schedule 1 – Tenderer Declaration any Conflict that exists at the time of lodging their Tender.

51.3 If at any time prior to entering into a contract for the Services, an actual or potential Conflict arises or may arise for any Tenderer, other than that already disclosed, that Tenderer should immediately notify the Department in writing.

51.4 If any actual or potential Conflict is notified, or the Department becomes aware of any actual or potential Conflict, the Department may, in its absolute discretion:

- (a) exclude the Tender from further consideration;
- (b) enter into discussions to seek to resolve such Conflict; or
- (c) take any other action it considers appropriate.

52. TENDERER BEHAVIOUR

52.1 Tenderers must not, and must ensure that their consortium members, proposed subcontractors, officers, employees, agents and advisors do not, in relation to the preparation, lodgement or assessment of Tenders:

- (a) make any false or misleading or deceptive claim or statement;

- (b) improperly obtain confidential information;
- (c) receive improper assistance from any existing or former officer or employee of the Department;
- (d) engage in collusive tendering, anti-competitive conduct, unlawful, unethical or other similar conduct with any other Tenderer or other person;
- (e) attempt to improperly influence an officer or employee of the Department or violate any applicable laws regarding the offering of inducements; or
- (f) approach any officer or employee of the Department other than in the manner set out in this RFT.

52.2 The Department may exclude a Tender from consideration if the Tenderer fails to comply with the requirements set out in this clause 52.

53. COST OF PREPARING AND SUBMITTING TENDER

53.1 Tenderers are to meet all costs of responding to this RFT, including preparation, submission, lodgement and negotiation costs. To the extent permitted by law, 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 including any expenses associated with participation in the evaluation process.

54. TENDERERS TO INFORM THEMSELVES

- 54.1 Tenderers are deemed to have:
- (a) examined this RFT, and any other documents referenced or referred to in this RFT, and any other information made available in writing by the Department to Tenderers for the purposes of submitting a Tender;
 - (b) examined all other information which is obtainable by the making of reasonable and timely inquiries and relevant to the risks, contingencies and other circumstances having an effect on their Tender; and
 - (c) satisfied themselves as to the correctness and sufficiency of their Tender, including quoted prices which are deemed to cover the cost of all matters necessary for the due and proper performance and delivery of the Services described in the Statement of Requirement.
- 54.2 It is the responsibility of Tenderers to obtain all information necessary or convenient for the preparation of their Tender.
- 54.3 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.

- 54.4 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.

55. DEPARTMENT NOT LIABLE

- 55.1 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 all or any component 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.

56. NO CONTRACT OR UNDERTAKING

- 56.1 This RFT is an invitation to submit an offer to provide the Services.
- 56.2 No binding contract (including a process contract) or other understanding (including any form of contractual, quasi-contractual, restitutionary rights, or rights based upon similar legal or equitable grounds) will exist between the Department and a Tenderer unless and until a resulting Contract (if any) is signed by the Department and a successful Tenderer.

57. FINAL SELECTION

- 57.1 Final selection of the preferred Tenderer/s will be subject to successfully negotiating and entering into a Contract between the Commonwealth and the successful Tenderer(s) substantially in the form of the Draft Contract at Attachment 2 – Draft Contract.

58. SECURITY, PROBITY AND FINANCIAL CHECKS

- 58.1 The Department reserves the right to perform such security, probity and/or financial investigations and procedures as the Department, in its sole and absolute discretion, may determine are necessary in relation to each Tenderer, its partners, associates, subcontractors or related entities including consortium members, and their officers or employees. Each Tenderer agrees to provide, at its cost, all reasonable assistance to the Department in this regard.
- 58.2 Tenderers must promptly provide the Department with such information or documentation as the Department requires in order to undertake such checks and procedures. The Department may exclude a Tender from further consideration if the Tenderer does not promptly provide all reasonable assistance to the Department in this regard, or as a result of information obtained from the outcomes of the checks or procedures.
- 58.3 Without limiting clause 58.1, the Department may conduct criminal history checks, and/or checks with regulatory agencies (including the Australian Securities and Investment Commission (**ASIC**), the Australian Competition and Consumer Commission (**ACCC**) and State and Territory authorities) on the Tenderer and its proposed personnel and on proposed subcontractors and Related Bodies Corporate and each of their personnel, if the Department considers that the results may affect any aspect of the assessment of the Tender against the evaluation criteria.

59. CONSORTIA

- 59.1 Subject to this clause 59, the Department will accept Tenders from consortia.
- 59.2 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 irrespective of any consortia arrangements.
- 59.3 A consortia may submit a Tender on the basis that one legal entity will be the contractor to the Commonwealth and will take full responsibility. Consortium members who are not the lead member will be treated as subcontractors for the purposes of the Contract.
- 59.4 For the purposes of submitting the Tender:
- (a) all consortia members should be clearly identified;
 - (b) the identity of the lead member should be clearly identified;
 - (c) the Tenderer should complete the Response Schedules as if each consortia member were a subcontractor;
 - (d) the part of the Services that each consortia member will undertake should be clearly identified; and

- (e) the Tender should describe any previous experience the consortia has had of working together, including in similar arrangements.
- 59.5 A Tender submitted by a consortia may be excluded from further consideration by the Department if the Tenderer:
- (a) does not propose to enter into the Contract with the Commonwealth as one separate legal entity; or
 - (b) has not submitted the information set out at clause 59.4.
- 59.6 The Department will not enter into a Contract with a Tenderer that is not a legal entity as at the Tender Closing Time.

60. CONTRACTS WITH MORE THAN ONE TENDERER

- 60.1 The Department may enter into a Contract with more than one Tenderer.

61. THE DEPARTMENT'S RIGHTS

- 61.1 In addition to the other rights detailed in this RFT, and without limiting its rights at law or otherwise, the Department may at any stage during the RFT process, including during the evaluation process:
- (a) amend or vary this RFT or the RFT process, including the Draft Contract;
 - (b) seek amended, or call for new, Tenders;
 - (c) provide additional information or clarification to Tenderers;
 - (d) require additional information or clarification from any Tenderer or anyone else;
 - (e) vary the timing and structure and processes referred to in this RFT;
 - (f) change or suspend the RFT process;
 - (g) allow any Tenderer to change its Tender at any time;
 - (h) shortlist Tenderers;
 - (i) conduct visits to some or all of the Tenderers sites, or the sites of any proposed subcontractors of Tenderers;
 - (j) suspend or terminate the RFT process where it is, in the opinion of the Department:
 - (i) in the public interest to do so;
 - (ii) no Tender meets the Minimum Content and Format Requirements;
 - (iii) no Tenderer meets the Conditions of Participation;

- (iv) no Tenderer is fully capable of undertaking an agreement in the form of the Draft Contract; or
 - (v) no Tender represents value for money;
- (k) exclude any Tender from further consideration where in the opinion of the Department:
 - (i) it is in the public interest to do so;
 - (ii) the Tenderer does not meet a mandatory requirement;
 - (iii) the Tenderer is not fully capable of undertaking an agreement 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;
- (l) before final selection (with or without short listing) enter into negotiations with one or more Tenderers (including parallel negotiations with more than one Tenderer or negotiations with all Tenderers without short listing);
- (m) discontinue negotiations with any Tenderer at any time for any reason;
- (n) negotiate with any person who is not a Tenderer and enter into a contract or other binding relationship outside the RFT process with a person on such terms as the Department in its absolute discretion accepts, and 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 an agreement in the form of the Draft Contract;
 - (iv) no Tender represents value for money; or
 - (v) in circumstances where a limited tender is permitted by the Commonwealth Procurement Rules;
- (o) enter into a contract on terms different to that specified in this RFT;
- (p) add a Tenderer or select and negotiate with a third party who has not submitted a Tender on such terms as the Department in its absolute discretion accepts without prior notice to any Tenderers; 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 an agreement in the form of the Draft Contract;

- (iv) no Tender represents value for money;
- (q) call for new Tenders;
- (r) publish or disclose the names of Tenderers (whether successful or unsuccessful);
- (s) allow or not allow another legal entity to take over a Tender in substitution for the original Tenderer;
- (t) vary any of the terms or conditions of the Draft Contract to be entered into as a result of this RFT during negotiations with any Tenderer;
- (u) enter into any contractual arrangements or other arrangements which will best meet the Department's needs;
- (v) use material tendered in response to one Evaluation Criterion in the evaluation of other Evaluation Criteria; or
- (w) contract one or more service providers to fulfil the total Services as outlined in this RFT and associated documentation.

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

Annexure A – Glossary

Note to Tenderers: Tenderers should note that, in addition to the glossary set out below, terms used in this RFT are also defined in the Draft Contract set out at Attachment 2 of this RFT.

1. ACRONYMS AND ABBREVIATIONS

Abbreviation	Description
ACCC	Australian Competition and Consumer Commission
ANAO	Australian National Audit Office
BAU	Business As Usual
CBRN	Chemical, Biological, Radiological and Nuclear
CHEP	Commonwealth Handling Equipment Pool
CMO	Australian Government Chief Medical Officer
CPRs	Commonwealth Procurement Rules (2019)
ESD	ecologically sustainable development
ICT	information and communications technology
IMS	Inventory Management Services System
KPIs	Key Performance Indicators
NIR	Australian Government Department of Health National Incident Room
PHEIC	Public Health Emergency of International Concern
PPE	Personal Protective Equipment
PSMP	Physical Security Management Protocol
PSPF	Protective Security Policy Framework
RFT	Request for Tender
SOP	Standard Operating Procedures
SOR	Statement of Requirement
TGA	Therapeutic Goods Administration

2. DEFINITIONS

Term	Definition
Advisers	a) the financial or legal advisers of a Party; and b) the respective officers and employees of those financial or legal advisers.
Agreed Deployment Timeframes	the timeframes agreed by the Department and the Contractor for the maximum time the Contractor can take to commence and execute a Deployment from the time of notification by the Department to the Contractor, through various Deployment milestones to receipt and acceptance of the Inventory at the Nominated Delivery Centre. The Agreed Deployment Timeframes must include and allow for any and all steps required to be undertaken to Deploy Inventory from the Stockpile in accordance with the Contract.
Attachment	an attachment to the RFT, the Statement of Requirement or the Draft Contract.
Auditor-General	the office established under the <i>Auditor-General Act 1997</i> (Cth) and includes any other person that may, from time to time, perform the functions of that office.
AusTender	the Australian Government online tendering system, described in clause 10 of Part 1 of the RFT.
Best and Final Offer	means the process of the Department seeking a best and final offer from a Tenderer or Tenderers as part of the RFT process, following submission of Tenders, as set out in clause 35.3 of the RFT.
Black Economy Procurement Connected Policy	means the <i>Black economy – increasing the integrity of government procurement: Procurement connected policy guidelines March 2019</i> available at https://treasury.gov.au/publication/p2019-t369466 .
Business As Usual	any period during the Contract Period that is not an Emergency Stage.
Business Continuity Plan	the plan prepared and maintained throughout the Contract Period by the Contractor and Approved by the Department, which addresses the Contractor's capability, systems and processes for business continuity and disaster recovery as updated from time to time.
Business Day	any day that is not a Saturday, Sunday or public holiday in Canberra, Australian Capital Territory.
Business Hours	from 8.00am to 6.00pm on a Business Day.
Chemical, Biological, Radiological and Nuclear (CBRN)	refers to chemical, biological, radiological and nuclear incidents of national consequence which involves the threatened, deliberate or accidental release of a chemical, biological or radiological agent or activation of a nuclear device.

Term	Definition
Claim	any claim, demand, debt, allegation, liability or proceeding of any nature whatsoever however arising and whether present or future, fixed or unascertained, actual or contingent.
Commencement Date	the date on which a Contract commences, as specified in item 2 of the Contract Details at Schedule 1 of the Draft Contract.
Commonwealth	the Commonwealth of Australia as represented by the Department of Health (unless expressly stated otherwise).
Commonwealth Fraud Control Framework	the Commonwealth Fraud Control Framework 2017 published by the Attorney-General's Department as amended from time to time.
Commonwealth Ombudsman	the office established under the <i>Ombudsman Act 1976</i> (Cth) and includes any other person that may, from time to time, perform the functions of that office.
Condition for Participation	the requirements that the Tenderer must meet to be eligible for further consideration in the RFT process. These are set out at clause 21 of Part 2 of the RFT.
Contact Officer	the person to whom enquiries regarding the RFT should be directed. The Contact Officer's contact details (being an email address) is set out on the cover page of the RFT.
Contract	a contract substantially in the form of the Draft Contract provided with the RFT, to be executed by the Department and a Contractor, as amended from time to time, and includes its Schedules and any attachments, annexures and plans.
Contractor	the successful Tenderer(s) (if any) with whom the Department signs a Contract.
Corporations Act	the <i>Corporations Act 2001</i> (Cth).
Department	the Commonwealth of Australia represented by the Department of Health.
Deployment	the action by the Contractor of physically transporting and delivering Inventory held within the Stockpile including during any Emergency Stage to Nominated Delivery Centres for use as part of or in preparation for an Emergency response. Deploy and Deployed have the corresponding meanings.
Draft Contract	the draft contract set out at Attachment 2 of the RFT.
Emergency	events of national significance (including natural or deliberate events) not limited by any geographic or other parameters which require a public health response that necessitates the Deployment of Inventory, such as an influenza pandemic or CBRN event, and includes potential and actual emergencies. For clarity, Emergencies that do not typically require Deployment of Inventory, unless there is a concurrent CBRN or influenza pandemic, include natural disasters such as floods, bushfires and cyclones.

Term	Definition
Enquiry Cut-Off Date	the date specified in clause 5.1 of Part 1 of the RFT.
Evaluation Criteria	the evaluation criteria set out in Table 1 at clause 32.11 of Part 3 of the RFT.
External Auditor	an independent auditor that is external to the Department, but contracted by the Department to provide audit, review, evaluation and quality management services to the Department to inform and support the management and operations of the Stockpile.
Fraud	has the meaning given in the Commonwealth Fraud Control Framework and includes misuse of finances and assets, providing false or misleading information to the Commonwealth, corrupt conduct, foreign bribery and theft.
Glossary	Annexure A to the RFT.
Government Agency	<ul style="list-style-type: none"> a) a body corporate or an unincorporated body established or constituted for a public purpose by Commonwealth legislation, or an instrument made under that legislation; b) a body established by the Governor-General or by a Minister of State of the Commonwealth of Australia, including departments; or c) an incorporated company over which the Commonwealth of Australia exercises control.
Government Authority	any international, federal, state or local government, semi-government, quasi-government or other department, body or authority (statutory or otherwise).
Illegal Worker	a person who: <ul style="list-style-type: none"> a) has unlawfully entered and remains in Australia; b) has lawfully entered Australian, but remains in Australia after his or her visa has expired; or c) is working in breach of his or her visa conditions.
Indigenous Procurement Policy	the policy of that name, as amended from time to time, available on the Indigenous procurement website: https://www.pmc.gov.au/indigenous-affairs/economic-development/indigenous-procurement-policy-ipp .
Information Commissioner	the office established under the <i>Australian Information Commissioner Act 2010</i> (Cth) and includes any other person that may, from time to time, perform the functions on that office.
Initial Contract Period	the period that begins on the Commencement Date and continues until 30 June 2026.
Intellectual Property Rights	all intellectual property rights, including the following rights: <ul style="list-style-type: none"> a) rights in relation to patents, copyright (including Moral Rights), circuit layout rights, trade marks (including goodwill in those marks), business names and any right to have confidential information (including trade secrets and know-how) kept confidential and any other rights

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Term	Definition
	<p>resulting from intellectual activity in the industrial, scientific, literary and artistic fields recognised in domestic law anywhere in the world;</p> <p>b) any application or right to apply for registration of any of the rights referred to in paragraph (a); and</p> <p>c) all rights of a similar nature to any of the rights in paragraphs (a) and (b) which may subsist in Australia or elsewhere,</p> <p>whether or not such rights are registered or capable of being registered.</p>
Inventory	<p>the products held within the Stockpile which may include pharmaceuticals, vaccines, antidotes and PPE.</p> <p>To avoid doubt, 'Inventory' can refer to both collective Stockpile holdings and/or individual products held within the Stockpile.</p>
Inventory Management Services	the requirements for inventory management as set out at Parts A, B and D of the Statement of Requirement.
Minimum Content and Format Requirements	the requirements that the Tender must meet to be eligible for further consideration in the RFT process. These are set out at clause 22.1 of Part 2 of the RFT.
National Deployment and Emergency Plan	<p>the plan, developed by the Contractor which outlines how it will deliver the Services during an Emergency.</p> <p>Note to Tenderers: See sections 19 and 49 of the Statement of Requirement.</p>
National Medical Stockpile	has the same meaning as Stockpile .
Operational Commencement Date	the date upon which the Contractor completes and achieves Stage 1 Transition-In to the satisfaction of the Department.
Other Contractor	a contractor engaged by the Department for the provision of services relating to the Services or the Stockpile with whom the Contractor may be required by the Department to interact and co-operate, as part of providing the Services.
Personal Information	has the same meaning as in section 6 of the Privacy Act.
Personal Protective Equipment	products used for infection control and/or other protective purposes, including gloves, masks and goggles.
Personnel	in relation to a Party, any natural person who is an officer, employee, contractor, agent or representative of that Party, or in the case of the Contractor, of a Subcontractor (except that the Department's Personnel excludes the Contractor and the Contractor Personnel).
PGPA Act	the <i>Public Governance, Performance and Accountability Act 2013</i> (Cth).

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Term	Definition
Privacy Act	the <i>Privacy Act 1988</i> (Cth).
Product Information	information supplied or produced by the manufacturer of the Inventory, which outlines the manufacturer's specifications to ensure the safe and efficacious use of the Inventory, including information regarding the handling, storage and management of the Inventory.
Protective Security Policy Framework	the Australian Government's protective security requirements for the protection of its people, information and assets (which replaced the Commonwealth Protective Security Manual 2005), as amended or replaced from time to time, and can be accessed at: http://www.protectivesecurity.gov.au/Pages/default.aspx .
Public Health Emergency of International Concern or PHEIC	has the meaning given by the International Health Regulations (2005) (Third Edition), published by the World Health Organization, available at https://www.who.int/ihr/publications/9789241580496/en/ , as updated from time to time.
Quality Management System	the system that should be established, documented, implemented and maintained which ensures the Inventory and Services are managed in a manner which: <ul style="list-style-type: none"> a) maintains safety quality; b) ensures appropriate risk management; and c) complies with regulatory and contractual requirements. Note to Tenderers: Refer to Statement of Requirement Part B, section 17.
Related Body Corporate	has the meaning given to that term in the Corporations Act. Related Companies has a corresponding meaning.
Request for Tender	the Request for Tender for Logistical Services to support the National Medical Stockpile (RFT Health 1819/5336), including the RFT terms and conditions, Statement of Requirement, Draft Contract, any attachments, schedules, annexures and any related addenda issued by the Department. Refer to clause 2.1 of the RFT.
Response Schedules	schedules 1 – 5 to the RFT and includes any attachments to the schedules.
Satisfactory	means meets the conditions set out in Part 6.b of the Black Economy Procurement Connected Policy or, if the circumstances in Part 6.c of the Black Economy Procurement Connected Policy apply, the conditions set out in Part 8.b of the Black Economy Procurement Connected Policy.
Schedule	a schedule to the Draft Contract.
Services	the services to be provided by the Contractor under any resulting Contract as set out in the Statement of Requirement. The Services includes the Ongoing Services and the Directed Services.

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Term	Definition
Stand-down Report	the report provided by the Contractor to the Department following the transition to the Emergency: Standdown Report and which provides an immediate assessment of any Deployment Failure that has occurred, including possible causal factors, risk assessment (to Emergency response capability).
Statement of Requirement	the document set out at Attachment 1 of this RFT.
Statement of Tax Record	means a statement of tax record issued by the Australian Taxation Office following an application made in accordance with the process set out at: https://www.ato.gov.au/Business/Bus/Statement-of-tax-record/?page=1#Requesting_an_STR .
Stockpile	the strategic reserve of pharmaceuticals, vaccines, antidotes and PPE for use during the national response to a public health emergency which could arise from natural causes (risk) or terrorist activities (threats). To avoid doubt the Stockpile encompasses the entirety of the program managed by the Department in relation to health emergency response arrangements.
Subcontractor	a subcontractor to the Contractor who provides products or services to the Contractor in relation to the Services.
Subject Matter Expert	an individual, employed or subcontracted by the Contractor who is a qualified authority in a particular area or topic and has at least ten years experience in the relevant field.
Tender	the tender lodged by a Tenderer in respect to the RFT.
Tender Closing Time	the date and time by which Tenders must be lodged, as set out on the cover page of the RFT, as amended by any addendum. Refer to clause 12 of the RFT.
Tender Validity Period	the period for which Tenders remain valid, as set out in clause 19 of Part 1 of the RFT.
Tenderer	any person considering or who has responded to this RFT.
Tenderer Declaration	the declaration to be completed and submitted by Tenderers as part of their Tender, as set out in Response Schedule 1 of this RFT.
Therapeutic Goods Administration	the regulatory body for therapeutic goods in Australia, established under the <i>Therapeutic Goods Act 1989</i> (Cth).
Transition-In	the activities to be undertaken by the Contractor, in respect of, and to prepare for, the provision of the Services.
Transport Services	the requirements for transport services as set out in Parts A, C and D of the Statement of Requirement.
Valid	means valid in accordance with Part 7.e of the Black Economy Procurement Connected Policy.

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Term	Definition
Verification Activities	has the meaning given in clause 32.21 of the RFT.
WHS Act	the <i>Work Health and Safety Act 2011</i> (Cth) and any corresponding WHS law as defined in that Act.
WHS Laws	the WHS Act and regulations made under the WHS Act.

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Attachment 1 – Statement of Requirement

See separate documents.

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Response Schedule 1 – Tenderer Declaration

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

DECLARATION BY TENDERER

I,, make the following declaration on behalf of

.....(the Tenderer):

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

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

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

1. Definitions

- 1.1 In this declaration terms have the same meaning as in Request for Tender for Logistical Services for the National Medical Stockpile – Health 1819/5336.

2. Offer and Change of Circumstance

- 2.1 The Tenderer offers to supply the Inventory Management Services and/or the Transport Services **Note to Tenderers: Strike through whichever option does not apply.** 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 12 months from the Tender Closing Time.
- 2.2 The Tenderer undertakes to promptly notify the Department of any change, after submission of its Tender, to the basis upon which it will have access to the necessary skills or resources, or corporate or financial backing, to supply the Services for which it is tendering.

3. Tenderer's Conduct

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

- (v) contravening clause 52 of the RFT; or
- (vi) otherwise acting in an unethical or improper manner or contrary to any law.

- 3.2 The Tenderer warrants that it has not attempted and will not attempt, through its officers, employees or agents, to influence improperly any officer or employee of the Department in connection with the assessment of the Tender.
- 3.3 The Tenderer warrants that it has complied with all relevant laws and with Commonwealth policy, in preparing and lodging its Tender and in taking part in this RFT process.
- 3.4 The Tenderer represents that:
- (a) the Tenderer will not make any public announcements concerning the Services or any other matter arising out of the RFT (including the acceptance of any Tender), for publication in any media without the prior written approval of the Department; and
 - (b) the Tenderer has not and will not engage in or procure or encourage others to engage in, any activity that would result in breaching the Lobbying Code of Conduct and Australian Public Service Commission Circular 2008/4: Requirements relating to the Lobbying Code of Conduct and post-separation contact with Australian Government.

4. Conflict of Interest

[Note to Tenderers: Strike through whichever option does not apply.]

- 4.1 The Tenderer represents and declares that, having made diligent enquiries:
- (a) there is no conflict of interest, risk of a conflict of interest, or apparent conflict of interest arising through the Tenderer, a consortia member, a subcontractor or any of their personnel (or any of their immediate family, relatives, business partners, associates or friends), engaging in any activity or obtaining any interest that is likely to or may appear to impair, interfere with or restrict the Tenderer, consortium member or subcontractor in providing the Services diligently, fairly and independently;
 - (b) the Tenderer, consortia members, subcontractors and their personnel do not have a relationship (whether professional, commercial or personal) with any of the Department's personnel involved in the evaluation of Tenders; and
 - (c) the Tenderer, consortia members and subcontractors do not have a relationship with, or obligations to, an organisation which would affect the performance of the Contract or would bring disrepute to or embarrass the Department,

other than as set out below:

[Insert]

5. Further representations

- 5.1 The Tenderer makes the following further representations to the Department:
- (a) it is authorised to sell and/or support all products required in the performance of the Services relating to this Tender;
 - (b) it has examined the AusTender Terms of Use which are obtainable on the AusTender website (www.Tenders.gov.au);
 - (c) it has examined this RFT, all documents referred to in this RFT and all other information made available to it and all applicable legislation and policies;

- (d) it has examined all further information which is obtainable by making reasonable enquiries relevant to the risks, contingencies and other circumstances having an effect on its Tender;
- (e) it has satisfied itself as to the correctness and sufficiency of its Tender;
- (f) it has relied entirely on its own enquiries and has not relied on any representation, warranty or other conduct by or on behalf of the Department, except as expressly provided in this RFT or in notices received by it; and
- (g) it has accepted and has fully complied with the provisions of this RFT.

6. Acknowledgements

6.1 The Tenderer acknowledges that:

- (a) in submitting a Tender, it accepts the terms of the RFT and agrees to comply with the RFT;
- (b) the Department may exercise any of its rights set out in this RFT, at any time;
- (c) the statements, opinions, projections, forecasts or other information contained in this RFT may change;
- (d) this RFT is a summary only of the Department's requirements and is not intended to be a comprehensive description of it;
- (e) 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;
- (f) 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 all or any component 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;
 - (v) the Department makes information available or provides information to a Tenderer relating to projected future, current or historical requirements;
- (g) the Department will have received this Tender in reliance on this Declaration and that the Department may suffer loss if any of the representations, undertakings, consents or other statements in this Declaration or the Tenderer's Tender are misleading or deceptive; and
- (h) it has read clause 54 of the RFT which recommends that Tenderers should obtain legal and other professional advice on the RFT and its requirements including in respect of the potential rights and obligations in respect of the Draft Contract.

7. Corporate capacity

7.1 The Tenderer confirms that:

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

8. Security, probity and financial checks

8.1 The Tenderer:

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

9. Workplace Gender Equality Act 2012 (Cth)

9.1 Under Australian Government procurement policy, 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 its 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 contract.
- ☐ (c) No, the Tenderer is not a relevant employer.

10. Black Economy Procurement Connected Policy

10.1 The Tenderer represents that:

- (a) it holds a Valid and Satisfactory Statement of Tax Record from each Subcontractor that it proposes, as part of its Tender, to engage to deliver goods or services, where the estimated value of the goods or services to be provided or undertaken by that Subcontractor is over \$4 million (GST inclusive); and

- (b) if it is the successful Tenderer, it will ensure that any Subcontractor not included in its Tender that it subsequently engages to deliver goods or services, where the estimated value of the goods or services to be provided or undertaken by that Subcontractor is over \$4 million (GST inclusive), provide it with a Satisfactory Statement of Tax Record that is Valid at the time of entry into the subcontract.

11. Terrorism

- 11.1 The Tenderer declares neither it, nor any of its personnel or proposed subcontractors or agents, are named on the list of persons and entities designated as terrorists under section 15 of the *Charter of the United Nations Act 1945* (Cth). A consolidated list of such persons, entities and associated assets is maintained by the Department of Foreign Affairs and Trade under the *Charter of United Nations (Dealing with Assets) Regulations 2008* (Cth).

Note: The list is available from <http://www.dfat.gov.au/issues/terrorism.html>.

12. Trade sanctions

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

Note: The list is available from http://www.dfat.gov.au/icat/UNSC_financial_sanctions.html

13. Employee entitlements

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

14. Illegal Workers

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

Note: see definition of "Illegal Workers" in the Glossary in Annexure A of this RFT.

15. Consents

The Tenderer:

- (a) consents to and authorises the Department and its officers, employees, agents or advisers to undertake such security, probity and/or financial investigations as the Department, in its sole and absolute discretion, may determine are necessary in relation to the Tenderer, its partners, associates, subcontractors or related entities including consortium members, and their officers or employees. For clarity, this includes any of the activities described in clauses 31.7 and 32.19 of the RFT;
- (b) agrees to provide, at its cost, all such reasonable assistance to the Department in this regard; and
- (c) agrees to the public disclosure of the name and details of any subcontracts and any subcontractors and acknowledges responsibility to obtain the subcontractor's agreement to the disclosure of this information.

16. Verification Activities

The Tenderer confirms that it will comply with any process documents issued under clause 32.22 of the RFT in connection with any Verification Activities that the Tenderer may be requested to participate in pursuant to clause 32.19 of the RFT.

Signature of person making the declaration

Printed Name and Position of Signatory:

Signature of Witness:

Printed full name and address of person before whom the declaration is made

Date

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RFT for logistical services to support the National Medical Stockpile
RFT Health 1819/5336

Response Schedule 2 – Tenderer Response Information

Note to Tenderers: The Tenderer should complete separate versions of this Response Schedule in relation to the Tenderer and each Key Subcontractor and submit all the completed Response Schedules with its Tender. A 'Key Subcontractor' is any proposed consortium member, any other proposed subcontractor the Tenderer considers is a key subcontractor and any subcontractor that is anticipated to provide more than 20% of the Services during BAU or undertake a central component of the Services during an Emergency.

1. Tenderer Information and Corporate Profile

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

Tenderer details

Business or Trading Name

Full Legal Name of Tenderer

Entity type (e.g. company, sole trader, incorporated association, statutory authority, partnership, trustee on behalf of a trust or other (as specified))

ABN (if applicable)

Is the Tenderer registered for GST?

Yes

☐

No

☐

ACN (if applicable)

Details of principal place of business / head office

[Please include street address, telephone, fax]

Date and place of incorporation or registration of business (if applicable)

Nominated Contact details

Surname

First name

Position

Telephone number

Facsimile number

Mobile phone number

Email address

Postal address

Insurance details

Public liability insurance

Name of insurer

Policy number

Expiry date

Amount of current cover

Professional indemnity insurance (if applicable)

Name of insurer

Policy number

Expiry date

Amount of current cover

Workers' compensation insurance

Name of insurer

Policy number

Expiry date

Tenderers to advise any other insurances held, appropriate to the nature and scope of the Services for which it is tendering.

2. Consortia arrangements

2.1 Is the Tender from a consortium? Yes / No

2.2 The part of the Services which each consortium member will undertake should be clearly identified in the Tenderer's response to the Statement of Requirement.

2.3 Have any members of the consortium previously worked together to deliver services similar in scope and complexity to the Services required under this RFT?

2.4 Yes / No. If yes, provide details including:

- names and roles of relevant consortium members;
- nature and scope of experience; and
- evidence of their agreement to participate in the delivery of the Services.

3. Subcontractors

3.1 Tenderers should complete the following table for each nominated Subcontractor (if any).

3.2 Tenderers should note that under paragraph 7.21 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 of legal entity

Entity type (eg company, sole trader, other (as specified)

ABN

ACN (if applicable)

Details of principal place of business / head office

[Note to Tenderers: Please include street address, telephone, fax and email.]

Details of the part(s) of the Services which are proposed to be delivered by the Subcontractor

Contact name and details of subcontractor

4. Services

- 4.1 Tenderers are invited to submit a Tender for the Services in full, or for only Inventory Management Services or only Transport Services. See clause 3 of this RFT.
- 4.2 The Tenderer should place an 'X' in the checkbox in the table below in respect of the part of the Services that the Tender relates.

Services	Insert 'X' (where appropriate)
Services in full – Inventory Management Services and Transport Services	<input type="checkbox"/>
Inventory Management Services only	<input type="checkbox"/>
Transport Services only	<input type="checkbox"/>

5. Tenderer Financial Viability

- 5.1 The Tenderer should provide a summary of their financial viability. At a minimum, Tenderers should supply the previous three years annual reports and audited financial statements.
- 5.2 Tenderers should complete Schedule 5B – Tenderer Financial Viability.
- 5.3 This may include data from or for a financial analysis of its operations including profitability, liquidity, insolvency, bankruptcy actions, working capital management efficiency, financial structure, debt coverage and return on investment.

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

6. Actions or Investigations

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

7. Past Performance

- 7.1 To assess the Tenderer's capability to deliver the Services for which it is tendering, Tenderers should provide details of similar services provided within the last three years (if any). In addressing this requirement, Tenderers should include:
- (a) the organisation(s) for whom the services were undertaken, including contact details;
 - (b) the nature of the project and the outcome achieved by the Tenderer;
 - (c) the period over which the work was undertaken; and
 - (d) the value of the work undertaken.

8. Referees

- 8.1 Tenderers should provide details of at least two referees who can be contacted regarding work undertaken by the proposed personnel. References will be evaluated based on relevance of work completed as well as comments from the referee contacts. Tenderers are encouraged to provide referees who can verify their capabilities against the Evaluation Criteria outlined in clause 32.11 of this RFT.
- 8.2 A Tenderer may provide contacts within the Department as referees. However, where a Department contact is involved in evaluating Tenders or advising the Tender evaluation team they will be unable to provide a reference, in which case the Department may ask the Tenderer to provide details of an alternate referee.
- 8.3 Without limiting clause 31.7, the Department reserves the right to contact persons other than those provided as referees by Tenderers.

Response Schedule 3 – Tenderer Response against Evaluation Criteria

Section A

1. Instructions for responding to the Evaluation Criteria

- 1.1 Tenderers are required to provide information in this Response Schedule to describe how the Tenderer can meet each of the requirements described in the Evaluation Criteria and the information requirements for Inventory Management Services and Transport Services at Tables 1 and 2 below.
- 1.2 Response Schedule 3 is broken up into two sections that address the Evaluation Criteria:
 - (a) Section A: these instructions, and Tables 1 and 2 setting out information requirements for the categories of Services which Tenderers should address in their responses to the Evaluation Criteria; and
 - (b) Section B: Tenderer responses to the Evaluation Criteria.
- 1.3 Tenderers should provide a sufficient level of detail in their Tender (including detailed methodologies) in relation to each requirement to allow the Department to properly evaluate the Tenderer's response to that requirement for the relevant component of the Services. Tenderers are encouraged to add supplementary documentation such as internal policies and procedural documentation to support the claims in their Tender.
- 1.4 Tenderers should not use cross-references in their Tender that refer to information which can be located at Internet sites or refer to Internet links. The Department will not be obliged to consider information contained on Internet sites or referenced Internet links.

2. Service Delivery and Management

- 2.1 Tenderers should provide the following information in response to the information requirements in the RFT and Statement of Requirement:
 - (a) details of how they intend to undertake the Services, as applicable – including reference to the procedures, methodology, staffing, equipment and facilities, if applicable, to be utilised in the delivery of the Services for which the Tenderer is tendering;
 - (b) how the Services being tendered for will be managed and controlled by the Tenderer;
 - (c) the Tenderer's approach to Transition-In as applicable to the Services for which it is tendering;
 - (d) details of licenses, standards and accreditation held by the Tenderer as applicable to the Services for which it is tendering;

- (e) how the Tenderer maintains Governance, Quality Management Systems, including temperature management Systems as applicable to the Services for which it is tendering;
- (f) draft copies of the plans and reports indicated at clauses 36 and 68 of the Statement of Requirement as applicable to the Services for which it is tendering;
- (g) details of the Tenderer's quantity, capability and availability of assets support the delivery of the Services for which it is tendering during both BAU and an Emergency;
- (h) details of how the performance standards for the Services for which it is tendering will be maintained, monitored and reported to the Department;
- (i) how the Tenderer will respond to requests from the Department for performance related information;
- (j) the key issues and risks they consider are relevant to the provision of the Services for which it is tendering and the Tenderers' approach to risk management including its Risk Management systems; and
- (k) details of any proposed services additional to those set out in the Statement of Requirement which would add value to the Department in relation to the management of the Stockpile.

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Table 1. Inventory Management Services information requirements

Services	Minimum information requirements
Warehousing Sites	<ul style="list-style-type: none"> • Physical features and capabilities at nominated Warehousing Sites. • Security controls of Warehousing Sites. • Location(s) of Warehousing Sites. • Licensing and accreditation of Warehousing Sites and record of compliance. • Minimum and maximum levels of capability and capacity within Warehousing Sites to deliver the required Services.
Inventory Management Systems (IMS)	<ul style="list-style-type: none"> • Quality, appropriateness and security of IMS. • Security controls and features of the IMS.
Temperature Control and Quality Management/Assurance Systems	<ul style="list-style-type: none"> • Effectiveness and efficiency of Quality Management/Assurance Systems. • Quality and appropriateness of temperature control monitoring systems and alerts.
Assets	<ul style="list-style-type: none"> • Quantity and quality of assets to be used in the delivery of the Services. • Availability of assets to support delivery of the Services. • Ability to mobilise assets to support Emergency requirements. • Minimum and maximum levels of capability and capacity within Tenderer assets.
Governance	<ul style="list-style-type: none"> • Leadership, management and operational team structure to deliver the required Services. • Number of personnel available to support delivery of Services. • Number of Subject Matter Experts and specialists to participate directly in the delivery of the Services. • Workforce development and training initiatives and programmes. • Minimum and maximum levels of capability and capacity within Tenderer personnel to support Emergency requirements.

Table 2. Transport Services information requirements

Services	Minimum information requirements
Transportation Service Systems (excluding IT systems)	<ul style="list-style-type: none"> • Ability to manage Transport Services for example, systems to plan routes, book transport • Ability to manage multiple Transport requirements via a variety of transport means and routes • Ability to move large quantities of temperature controlled inventory in accordance with contractual requirements, including product information
IT Systems	<ul style="list-style-type: none"> • Quality, appropriateness and security of IT systems • Ability to support track and trace all Inventory at all times • Security controls and features of the IT system
Temperature Control and Quality Management/Assurance Systems	<ul style="list-style-type: none"> • Effectiveness and efficiency of Quality Management/Assurance Systems • Quality and appropriateness of temperature control monitoring systems and alerts
Assets	<ul style="list-style-type: none"> • Quantity and quality of assets to be used in the delivery of the Services • Availability of assets to support delivery of the Services • Location of Transportation Fleets and Assets and the physical security at these sites • Licensing and accreditation of Transport service capabilities and record of compliance
Governance	<ul style="list-style-type: none"> • Leadership, management and operational team structure to deliver the required Services. • Number of personnel available to support delivery of Services. • Number of Subject Matter Experts and specialists to participate directly in the delivery of the Services. • Workforce development and training initiatives and programmes. • Minimum and maximum levels of capability and capacity within Tenderer personnel to support Emergency requirements.

Section B

- 1.1 Tenderers must ensure their responses to the Evaluation Criteria address the information requirements specified in the references provided for guidance in Table 3 below.

Executive Summary

Note to Tenderers: The executive summary should not exceed one (1) A4 page in length for introduction and outcomes and one (1) A4 page in length per category of Services being tendered for. Any content or information in excess of this page limit will not be considered. No pricing information is to be included in the executive summary. Note that the executive summary may be made available to Ministers and other stakeholders. Accordingly, do not include information in the executive summary that the Tenderer would not want disseminated in this manner. Tenderers should refer to clause 45 of the RFT.

The executive summary should include a brief introduction/description of the Tenderer and a summary of the Services for which the Tenderer is tendering and how this relates to the Department's information requirements. The executive summary should also include any background details necessary to assist the Department's understanding of the Tenderer's Tender.

Tenderer Response:

[insert summary]

Table 3. Tenderer Response against Evaluation Criteria (applies to all Tenderers)

Note to Tenderers: The Tenderer's Response should address the Services outlined at Parts A - D of the Statement of Requirement (as applicable), having regard to the Evaluation Criteria outlined at Table 1 of clause 32.11 of the Request For Tender and the minimum information requirements outlined in Tables 1 and 2 of Response Schedule 3 of the Request for Tender,

1	Demonstrated understanding of the Services for which it is tendering, in accordance with the Statement of Requirement, during (a) BAU and (b) Emergencies
RFT / SOR Reference (provided for guidance only): <ul style="list-style-type: none"> • SOR Parts A, B and C • RFT clause 3 	
<div style="border: 1px solid black; height: 400px; position: relative;"> <div style="position: absolute; top: 5px; left: 5px; background-color: yellow; padding: 2px;">[insert summary]</div> <div style="position: absolute; top: 50%; left: 50%; transform: translate(-50%, -50%) rotate(-45deg); opacity: 0.3; font-size: 2em; pointer-events: none;"> THIS DOCUMENT HAS BEEN RELEASED UNDER THE FREEDOM OF INFORMATION ACT 1982 (CTH) BY THE DEPARTMENT OF HEALTH </div> </div>	

2	Demonstrated ability to deliver the Services for which it is tendering, in accordance with the Statement of Requirement, to a high standard during (a) BAU and (b) Emergencies
RFT / SOR Reference (provided for guidance only): <ul style="list-style-type: none">• SOR Parts A, B and C• RFT clause 3	
<div data-bbox="274 564 494 600" style="background-color: yellow;">[insert summary]</div> <div data-bbox="406 761 1157 1512" style="text-align: center; opacity: 0.5; transform: rotate(-30deg); font-size: 1.2em;">THIS DOCUMENT HAS BEEN RELEASED UNDER THE FREEDOM OF INFORMATION ACT 1982 (CTH) BY THE DEPARTMENT OF HEALTH</div>	

3	<p>Demonstrated capacity to manage the Services for which it is tendering, in accordance with the Statement of Requirement, including</p> <p>(a) experience in managing services of a similar scale and scope as the Services for which it is tendering; and</p> <p>(b) collaborative issues management</p>
<p>RFT / SOR Reference (provided for guidance only):</p> <ul style="list-style-type: none"> • SOR Parts A, B and C • RFT Part D 	
<p>Tenderer Response</p> <div style="text-align: center; opacity: 0.5; transform: rotate(-30deg); font-size: 1.2em;"> THIS DOCUMENT HAS BEEN RELEASED UNDER THE FREEDOM OF INFORMATION ACT 1982 (CTH) BY THE DEPARTMENT OF HEALTH </div>	

7	<p>Other factors</p> <p>(a) The economic benefit to Australia through the delivery of the Services for which it is tendering.</p> <p>(b) The Tenderer's ability to help the Department meet its Indigenous Procurement Policy obligations.</p> <p>More information is available at: https://www.pmc.gov.au/resource-centre/indigenous-affairs/indigenous-procurement-policy-overview.</p>
<p>RFT / SOR Reference (provided for guidance only):</p> <ul style="list-style-type: none"> RFT section 48 	
<p>Tenderer Response</p> <p style="text-align: center; opacity: 0.5; transform: rotate(-30deg); font-size: 1.2em;">THIS DOCUMENT HAS BEEN RELEASED UNDER THE FREEDOM OF INFORMATION ACT 1982 (CTH) BY THE DEPARTMENT OF HEALTH</p>	

Response Schedule 4 – Statement of Non-Compliance

1. Statement of Non-Compliance

- 1.1 Tenderers should submit the Statement of Non-Compliance completed substantially in the form of this Response Schedule with their Tenders.
- 1.2 If Tenderers are non-compliant with any clause of the Draft Contract or Statement of Requirement they must state their non-compliances in accordance with the Statement of Non-Compliance format at Table 1 / Table 2 below. Responses must be in the order in which the clauses appear and refer to the relevant clause or paragraph number.
- 1.3 Tenderers are not required to submit a Statement of Non-Compliance for the Draft Contract and Statement of Requirement that set out the requirements for Services for which the Tenderer is not submitting a Tender.
- 1.4 Tenderers are deemed to be compliant with all the clauses of the Draft Contract and Statement of Requirement, except where they have indicated that they are non-compliant or have indicated that the paragraph or clause is not applicable.
- 1.5 Tenderers should note that the extent of any non-compliance will be a factor in the evaluation of Tenders. The Statement of Non-Compliance will form the basis for any Contract negotiations that may occur with the Tenderer.
- 1.6 After the Tender Closing Time, Tenderers will not be permitted to alter any paragraph, clause or section with which they have indicated that they fully comply.
- 1.7 The degree of compliance expressions to be used in the Statement of Non-Compliance have the following meaning:
 - (a) 'complies' means:
 - (i) in the case of a paragraph, clause or section which imposes a contractual obligation, that the obligation is agreed to;
 - (ii) in the case of a paragraph, clause or section which specifies a requirement, characteristic or performance standard to be met, that the Tenderer will provide or meet the requirement, characteristic or performance standard as specified;
 - (iii) in the case of a paragraph, clause or section which is of an informative nature only, that the paragraph, clause or section has been read, understood and is agreed; and
 - (iv) in the case of a paragraph, clause or section in which information has been requested, or an action is to be undertaken, that the information has been provided to the required degree of detail and in the required format or that the action has been undertaken;
 - (b) 'partially complies' means:
 - (i) in the case of a paragraph, clause or section which imposes a contractual obligation, that the obligation can and will be

substantially met by the Tenderer, subject to certain specified qualifications; or

- (ii) in the case of a paragraph, clause or section which specifies a requirement, characteristic or performance standard, that the requirement, characteristic or performance standard can and will be substantially met by the Tenderer subject to certain specified qualifications;
- (c) 'does not comply' means:
 - (i) in the case of a paragraph, clause or section which imposes a contractual obligation, that the obligation is not agreed to;
 - (ii) in the case of a paragraph, clause or section which specifies a requirement, characteristic or performance standard to be met, that the Tenderer will not provide or meet the requirement, characteristic or performance standard as specified; or
 - (iii) in the case of a paragraph, clause or section in which information has been requested, or an action is to be undertaken, that the information will not be provided to the required degree of detail and in the required format or that the action will not be undertaken.

Table 1: Statement of Non-Compliance Format – Statement of Requirement

Statement of Requirement reference	Partially Complies, Does Not Comply, Not Applicable	Full explanation of the reasons (and detail on the extent of any partial compliance)

Table 2: Statement of Non-Compliance Format – Draft Contract

Draft Contract reference	Partially Complies, Does Not Comply, Not Applicable	Full explanation of the reasons (and detail on the extent of any partial compliance)	Tenderer to include proposed alternative clause

Note to Tenderers: If appropriate, non-compliance may be indicated against groups of clauses e.g. clause 6.1 to 6.3 inclusive. If an offer does not comply with a particular clause, the Tenderer must state:

- a. the extent, justification and impact of non-compliance;
- b. full details of any alternative proposal, including for the Draft Contract an alternative clause; and
- c. the location in the Tender where non-compliance details and/or comments can be found.

2. Confidential Information

- 2.1 The Tenderer should specify any information which is contained in its Tender, or which may be provided by it during this RFT process, that it considers should be protected as confidential information by the Department in respect of any resulting contractual arrangement. The Tenderer should also provide appropriate reasons why any such information should be protected as confidential information. Refer to clause 45 of the RFT.
- 2.2 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 Response Schedule clause)	Reason why this information should be protected as confidential information

Response Schedule 5A – Pricing Schedule

See separate document.

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Response Schedule 5B – Tenderer Financial Viability

See separate document.

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Attachment 2 – Draft Contract

See separate document.

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Attachment 3 – Tenderer's checklist

The following checklist is provided to assist Tenderers in preparing and submitting their Tenders. The checklist is a guide only. It is the responsibility of Tenderers to satisfy themselves that they have met all the conditions in this RFT.

Tenderers should complete this checklist and submit it with their Tenders.

Action	RFT / SOR Reference	Completed (Y/N)
Before submitting Tender		
Read the RFT including the Contract, Statement of Requirement, Response Schedules and any attachments		
Confirm that the Tenderer satisfies the Conditions of Participation	RFT - clause 21	
Confirm the Tender satisfies the Minimum Content and Format Requirements	RFT - clause 22	
Note the Tender Closing Time	RFT - clause 12	
Note the requirements for electronic lodgement	RFT - clause 11	
Note the Evaluation Criteria and the Department's evaluation process	RFT - clauses 31 to 35	
Consider seeking further information and independent professional advice	RFT - clause 54	
Check that all addenda have been downloaded from AusTender	RFT - clause 9	
Submitting the Tender		
Complete Response Schedule 1 – Tenderer Declaration	Response Schedule 1 – Tenderer Declaration	
Complete Response Schedule 2 – Tenderer Response Information	Response Schedule 2 – Tenderer Response Information	
Complete Response Schedule 3 – Response to Evaluation Criteria (relevant to both Inventory Management Services and Transport Services.) and Annexures A and B.	Response Schedule 3 – Tenderer Response against Evaluation Criteria RFT - clause 32	
Complete Response Schedule 4 – Statement of Non-Compliance	Response Schedule 4 – Statement of Non-Compliance RFT - clause 23.2	
Ensure a Valid and Satisfactory Statement of Tax Record for the Tenderer is included with the Tender	RFT – clause 22.1	

RFT for logistical services to support the National Medical Stockpile
RFT Health 1819/5336

Action	RFT / SOR Reference	Completed (Y/N)
Prepare all supporting documentation to submit with Tender	Response Schedule 3 – Tenderer Response against Evaluation Criteria SOR - clauses 36 and 68	
Complete Response Schedule 5A – Pricing Schedule to submit with the Tender	Response Schedule 5A – Pricing Schedule	
Complete Response Schedule 5B – Tenderer Financial Viability to submit with the Tender	Response Schedule 5B – Tenderer Financial Viability	
Complete Attachment 3 – Tenderer's checklist to submit with the Tender	Attachment 3 – Tenderer's checklist	
Ensure that all the lodgement requirements are met	RFT - clauses 11, 12, 13, 14, 15, and 16	
Lodge the Tender	RFT - clauses 11, 12, 13, 14, 15, 16 and 18	
Retain a copy of the Tender for your records	RFT - clauses 17 and 19	

RELEASE VERSION

Statement of Requirement

For Logistical Services to support the National Medical
Stockpile

—
Commonwealth of Australia represented by the Department
of Health (**the Department**)
—

Attachment 1: Statement of Requirement for Logistical
Services to support the National Medical Stockpile

Health 1819/5336

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1. Structure of this Statement of Requirement

1.1 This Statement of Requirement comprises four parts:

- (a) **Part A – General Information on the Services**, which describes the Stockpile at a general level;
- (b) **Part B – Inventory Management Services**, which describes the Services that are required by the Department in relation to Inventory management in accordance with the Draft Contract;
- (c) **Part C – Transport Services**, which describes the Services that are required by the Department in relation to transport in accordance with the Draft Contract; and
- (d) **Part D – Collaborative Issues Management**, which describes the Department's requirements for managing issues that may arise during the delivery of the Services.

1.2 Tenderers should note that as part of their Tender response against the Evaluation Criteria in the RFT, they should state how they can meet the Services requirements specified for the successful Contractor.

PART A – GENERAL INFORMATION ON SERVICES

Note to Tenderers: This Part is relevant to both Inventory Management Services and Transport Services.

2. National Medical Stockpile

- 2.1 The National Medical Stockpile (**the Stockpile**) is a strategic reserve of pharmaceuticals, vaccines, antidotes and specialist personal protective equipment for use during the national response to a public health emergency which could arise from natural causes (risks) or terrorist activities (threats).
- 2.2 The Inventory contained in the Stockpile is highly specialised and in some instances represents the only holdings of some items in Australia. The Inventory is to be stored in various, confidential locations throughout Australia to reduce risk and support response timeframes.
- 2.3 The Inventory supports the implementation of accepted clinical interventions to reduce the impact on the health and wellbeing of individuals affected by Emergencies. These clinical interventions are considered and accepted as part of Emergency response protocols and plans. The Stockpile is a deployable health emergency capability.
- 2.4 The main management function of the Stockpile is to maintain and deliver capability for Deployment of Inventory in an Emergency whilst maintaining the most cost-effective and risk appropriate system for operations. A proactive management approach is required to ensure a prompt and effective response to Emergencies, which are complex and unpredictable.

- 2.5 The Stockpile is unlike any other supply chain/logistics requirement in Australia. It is largely dormant with limited to no traffic during Business As Usual (BAU) but requires reliable infrastructure capable of being immediately mobilised during an Emergency (such as an influenza pandemic or CBRN event) to support the continued availability of pharmaceuticals and other medical supplies across Australia during an Emergency.
- 2.6 Emergencies that require prolonged Stockpile related interventions are rare but in the event of an Emergency, including an Emergency that impacts on national security, the related service requirements are likely to be intense. The last large scale public health Emergency that required the capacity and capability for an extended response was the 2009 H1N1 Influenza Pandemic.

3. Management of the National Medical Stockpile

- 3.1 Through this RFT, the Department seeks to engage one or more suitable service providers (each, a **Contractor**) to supply the Inventory Management Services and/or the Transport Services for the Stockpile (together, the **Services**).

4. Principles of the Stockpile Emergency Preparedness and Response

The following Table outlines the Department's key principles for management of the Stockpile. Tenderers should have regard to, and prepare Tenders with reference to these key principles.

Table 1. Principles of Stockpile Emergency Preparedness and Response

Principle	Description
Agility and Flexibility	Emergencies are unpredictable. Contractors must be able to deliver on requirements, adapt to changing conditions and be resilient and 'solution focussed'. Contractors must be able to scale up or down their capability and capacity to deliver the Services to meet Emergency requirements. This is a requirement for all contractors providing the Services for the Stockpile.
Capability to Respond	The Department must be assured of baseline capability and surge capacity. This capability will also be tested and validated on an ongoing basis during the Contract Period.
Security	The security and integrity of the Stockpile must be preserved whilst not compromising operational capability. Threats and risks to the Stockpile, particularly during an Emergency means information and access must be managed on a need-to-know basis.
Timeliness	All Emergency response activities must be conducted as quickly as possible. Failure to meet timeframes may result in deaths, for example, in the case of Inventory that must be administered to patients within short timeframes. A robust Emergency response is timely without compromising the quality of the action itself.
Quality Management	A Quality Management System that ensures Inventory integrity, particularly in the area of temperature control is essential. This includes consideration of risk management, systems and

Principle	Description
	processes, as well as maintaining appropriate levels of certification, staff training and other industry based requirements.
Proactive Preparedness	The Department places a high value on and requires the Contractor to undertake as much Emergency preparedness and planning as possible during BAU to minimise the risk of delay to Deployment during Emergencies.
Continuous Improvement	Ongoing commitment to continuous improvement of management of the Stockpile is critical to the Department.

5. Stages of Operation

- 5.1 Emergencies are typically of a specialist nature (e.g. requiring specialist pharmaceuticals) or of significant size or scale (e.g. which overwhelm capacity to manage the event under normal arrangements) to warrant Deployments from the Stockpile.
- 5.2 There are four key Stages of Operation for the Stockpile;
 - (a) Stage 1: BAU Stage;
 - (b) Stage 2: Emergency: Standby Stage;
 - (c) Stage 3: Emergency: Action Stage; and
 - (d) Stage 4: Emergency: Stand-down Stage.
- 5.3 The Contractor must be aware that progression through the Stages of Operation may not occur in order, for example, an Emergency situation may:
 - (a) move straight from Stage 1: BAU Stage to Stage 3: Emergency: Action Stage; or
 - (b) go from Stage 4: Emergency: Stand-down Stage to Stage 2: Emergency: Standby Stage.
- 5.4 An Emergency Stage may only be activated by the Department at its sole and absolute discretion. The Contractor(s) must comply with the operational requirements determined by the Department for the relevant Emergency Stage including the provision of Directed Services where required by the Department.
- 5.5 The Contractor(s) will be notified by the Department as soon as possible of a decision to declare an Emergency Stage. This initial communication will be made in accordance with the Standard Operating Procedures agreed by the Parties, but is anticipated to be in the form of an immediate verbal communication, followed by a written confirmation. This method would apply to transition between all Stages of Operation including from the Emergency back to BAU.
- 5.6 The Department will notify the Contractor of any decision to transition between the Stages of Operation including any Directed Service requirements as soon as

possible via the most timely means available (including by phone) and followed up with written confirmation.

- 5.7 During all Emergency Stages, the Contractor must ensure that all available capacity and capability of the Contractor is made available to support the achievement of the Services.
- 5.8 The Contractor must be able to prioritise and re-prioritise BAU requirements, modify, surge and adapt its resourcing to meet the different Stages of Operation, if and when required by the Department.
- 5.9 The following table outlines high level requirements for each of the Stages of Operation.

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Table 2. Stages of Operation

Item	Stage	Description	Potential Services Specific to Stockpile Stage	Duration
1	BAU Stage	<p>This Stage describes the management of Stockpile operations on a day to day basis during any period that is not an Emergency Stage.</p> <p>During the BAU Stage, the Contractor must maintain the Stockpile in a constant state of 'readiness' in anticipation of moving into an Emergency Stage at any time.</p> <p>Consistent with the 'Proactive Preparedness' principle set out in Table 1 above, the Department requires the Contractor to undertake as much Emergency preparedness and planning as possible during the BAU Stage to minimise the risk of any delay to Deploy in response to an Emergency.</p>	During this Stage, the Contractor may be required to provide additional capability and capacity.	Ongoing
2	Emergency: Standby Stage	<p>This Emergency Stage describes where there is a reasonable likelihood of progression to the Emergency: Action Stage, where Deployment of Inventory will be required.</p> <p>This Emergency Stage would generally be activated by the Department in response to an Emergency that has the potential to move to (if commencing overseas) or worsen in Australia and may require</p>	During this Stage, the Contractor may be required to pre-position and further distribute Inventory across Australia and develop scenario specific Deployment Plans or facilitate acceptance of additional Inventory into the Stockpile.	Likely to last from hours to several weeks.

Item	Stage	Description	Potential Services Specific to Stockpile Stage	Duration
		additional surge capacity within the health system that may merit Stockpile level interventions.		
3	Emergency: Action Stage	<p>This Emergency Stage describes where an Emergency is occurring and the Department has determined that a direct response and/or support is required from the Contractor and the Stockpile.</p> <p>This Emergency Stage is likely in the event of a major communicable disease outbreak in Australia such as an influenza pandemic where States and Territories require additional Inventory.</p> <p>This Stage would also apply to CBRN events where Inventory is pre-positioned and may require additional logistical support, for example, transport between States and Territories.</p>	During this stage, the Contractor may be required to, at limited notice, coordinate and execute multiple Deployments simultaneously and repetitively to achieve national requirements.	Likely to last from 24-48 hours (CBRN event) to several months (influenza pandemic).
4	Emergency: Stand-down Stage	This Emergency Stage describes the period of time from the last occurring Deployment activity in respect of an Emergency (as required by the Department in accordance with Emergency: Action Stage) until all Emergency recovery related activities, including replenishment of used Inventory and reviews have been completed.	During this Emergency Stage, activities may include priority stocktaking of Inventory and replenishing depleted Inventory to pre-Emergency levels as quickly as possible.	Unknown as it is dependent on the significance of the Emergency. Likely to be from weeks to several months.

6. Inventory

- 6.1 The Stockpile is worth approximately \$115 million and comprises Inventory of varying weights, quantities and temperature requirements.
- 6.2 The Inventory that is forecast to be part of the Stockpile and transitioned to the new arrangement is outlined in **Attachment A: Forecast Inventory Holdings for 30 June 2020**.
- 6.3 Future holdings are influenced by supply and market factors, updated risk and threat assessments and budgetary processes and may fluctuate over time. The Contractor will need to be flexible in its capacity to deliver the Services and adapt to this over the Contract Period.
- 6.4 All Inventory in the Stockpile requires temperature controlled storage (for both being warehoused and transported) in accordance with Product Information.

Note to Tenderers: Tenderers are requested to outline in their Tender their proposed capability to meet urgent, immediate service requirements to support the ongoing management of the Stockpile (including, for example, a minimum time period between notice of requirement from the Department and when Inventory could be relocated to facilities or picked up by Transport Contractor(s)).

7. Cooperation and Coordination (All Stages)

- 7.1 In delivering the Services, the Contractor may be required to work with, coordinate and cooperate with other entities (including Commonwealth agencies, State and Territory government authorities, and other third parties) that perform activities related to the Services or otherwise have a connection with the activities being performed by the Contractor (**Associated Parties**).
- 7.2 The service requirements in an Emergency are likely to be intense. The Contractor must work collaboratively with the Department and Associated Parties to manage the Stockpile, in a manner that achieves the Objectives and desired outcomes. The Contractor must be committed to doing whatever is possible and reasonable to ensure an effective Stockpile Emergency response.
- 7.3 The Contractor must:
 - (a) cooperate, as may be necessary or required by the Department, with all Associated Parties (including incumbent service providers) to ensure the Services:
 - (i) are provided in accordance with the requirements of the Contract, including each Work Order (if any); and
 - (ii) do not adversely impact the performance of other systems or delivery of Stockpile related Services or other activities being conducted by Associated Parties (including Other Contractors); and

- (b) bring any causes, or likely causes, of interruption to the operation of the Stockpile, management of Inventory or the performance of the Services to the attention of the Department as soon as practicable after becoming aware of those causes.

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PART B – INVENTORY MANAGEMENT SERVICES

Note to Tenderers: This Part is only relevant to Tenderers that submit a Tender for the provision of the Inventory Management Services.

8. Inventory Management Services Objectives

8.1 The Objectives of the Inventory Management Services are to:

- (a) manage and maintain the Stockpile, including the Inventory (in accordance with the Product Information), in an efficient and effective state of readiness during BAU in order to rapidly respond to Emergencies;
- (b) deliver operational requirements and contribute to the Deployment of Inventory during Emergencies in order to meet Emergency response requirements.

8.2 To achieve the Objectives, the Contractor must:

- (a) deliver the Deployment and Emergency response aspects of the Inventory Management Services in accordance with the Statement of Requirement;
- (b) ensure the safety, efficacy and integrity of Inventory;
- (c) ensure the IT System is up to date and operating efficiently;
- (d) maintain the agreed network of licensed approved Warehousing Sites across Australia;
- (e) maintain the necessary assets, infrastructure and protocols to support effective Inventory management and Deployments;
- (f) ensure Personnel are suitably trained and practiced to perform the Inventory Management Services;
- (g) manage information and access with due consideration of security requirements;
- (h) comply with all applicable Commonwealth related requirements, relevant Commonwealth or State and Territory legislation, and industry and regulatory standards including TGA requirements;
- (i) provide a high level of quality customer service to the Department; and
- (j) implement robust standard operating, risk and issues management protocols and business continuity procedures.

8.3 The Contractor must meet the following outcomes:

- (a) completion of Deployment activities within the Department's required timeframes;

- (b) ensuring continued service delivery 24 hours a day, seven (7) days a week, 365 days of the year;
 - (c) developing and maintaining the capability and capacity to respond to long-term or short-term Emergencies;
 - (d) reducing waste and environmental impacts, duplicated effort and overall financial costs associated with managing the Stockpile (without compromising Emergency capabilities); and
 - (e) achieving all KPIs, Deliverables and Milestones within the Department's required timeframes.
- 8.4 The Department requires the Contractor to provide Inventory Management Services during all Stages of Operation.

9. Types of Inventory Management Services

9.1 Inventory Management Services comprise:

- (a) Ongoing Services; and
- (b) Directed Services.

9.2 Each Inventory Management Service set out in this Part B of the Statement of Requirement is an Ongoing Service, unless expressly identified as a Directed Service.

9.3 Ongoing Services (other than Services relating to Transition-In which are to be provided prior to the Operational Commencement Date) must be delivered by the Contractor in accordance with the Contract from the Operational Commencement Date until the end of the Contract Period.

9.4 Directed Services must only be delivered by the Contractor in accordance with the Contract following the issue of a Work Order by the Department pursuant to clauses 21 or 22 of the Draft Contract (which is anticipated to be a date after the Operational Commencement Date unless the Department notifies the Contractor otherwise).

10. Transition-In – General Requirements

Note to Tenderers: To avoid unnecessary movement of Inventory during Transition-In, the Department anticipates that the Contractor(s) appointed to deliver the Inventory Management Services may receive incoming Inventory during the Transition-In Period. The Department will discuss details of these requirements with the successful Tenderer(s) during negotiations.

- 10.1 The Contractor must plan and manage the overall Transition-In from current arrangements with the incumbent service provider/s and Other Contractors (including Transport Contractors) as set out in the Transition-In Plan Approved by the Department.
- 10.2 The Contractor must ensure that, in conducting the Transition-In activities it:
- (a) does not adversely impact the continued delivery and quality of the Stockpile management services provided by incumbent service provider/s and Other Contractors;
 - (b) acts in a collaborative and integrated manner with the incumbent service provider/s, the Department and Other Contractors;
 - (c) complies with the structure and process set out in the Transition-In Plan; and
 - (d) proactively identifies, manages and mitigates risks.
- 10.3 The Contractor must nominate a transition manager to work closely with the Department's transition project manager, and take responsibility for the Contractor's Transition-In team.
- 10.4 The Contractor must deliver the Deliverables and/or complete the activities specified in the Transition-In Plan in accordance with the relevant Milestone Dates.
- 10.5 The Contractor is responsible for verifying and testing each Transition-In activity and Deliverable to ensure that it satisfies the Acceptance Requirements.
- 10.6 The Department will assess each Transition-In activity and Deliverable against the Acceptance Requirements and Accept or reject the activity or Deliverable in accordance with clause 12.4 of the Draft Contract.

11. Transition-In Timeframes and Acceptance Requirements

- 11.1 The contract with the incumbent service provider expires on 30 June 2020. Based on the transition out plan with the incumbent service provider, in order for all Inventory to be relocated by this date, relocation activities must commence by 1 April 2020 at the latest.
- 11.2 Transition-In will occur in two stages:
- (a) Stage 1 Transition-In: Operational System Enhancement

- (i) Stage 1 Transition-In will commence on the Commencement Date and must be completed and achieved by the Contractor by Friday 20 March 2020 (**Stage 1 Transition-In Date**).
- (ii) The purpose of this stage is to implement any necessary actions to prepare the Contractor's facilities, including systems and resources, to undertake the Inventory Management Services. This may include recruitment, IT System upgrades, warehousing site preparations and security requirements.
- (iii) At the conclusion of Stage 1 Transition-In, the Contractor must satisfy the Department that it is ready to deliver the Inventory Management Services, in particular Deployment requirements.
- (iv) The Department will assess whether the Contractor has completed Stage 1 Transition-In with reference to the Stage 1 Acceptance Requirements (see Table 1 below).
- (v) The Contractor must not commence Stage 2 Transition-In unless and until the Department has Accepted the Contractor's completion of Stage 1 Transition-In.

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Table 1. Stage 1 Acceptance Requirements

Note to Tenderers: Table 1 outlines the minimum requirements that the Contractor must satisfy in order to complete and achieve Stage 1 Transition-In.

For clarity, the Acceptance Requirements for both Stages 1 and 2 Transition-In are required to be met by Contractors, not Tenderers to this RFT process.

Service Category	Performance Standard	Acceptance Requirement
Deployment and Emergency Response	The Contractor develops and can demonstrate that it has the capacity and capability to implement a robust National Deployment and Emergency Management Plan during an Emergency.	The National Deployment and Emergency Management Plan is submitted to the Department by the Contractor within six weeks from the Commencement Date with completion of Stage 1 Transition-In conditional on Departmental Approval of the National Deployment and Emergency Management Plan.
Emergency Contact	The Contractor must make identified Personnel available 24 hours a day, seven (7) days a week, 365 days per year to deliver Emergency service requirements.	The Contractor has provided a list of nominated Emergency contacts and is able to provide evidence of communication procedures that are satisfactory to the Department, for use during an Emergency.
Inventory Management	<p>The Contractor demonstrates an understanding of the Inventory (based on the Product Information) by providing a list of all Inventory transitioning to the relevant Warehousing Sites (including with the key Product Information identified) and provides a comprehensive logistical timeframe for Stage 2 Transition-In: Relocation, including for example:</p> <ul style="list-style-type: none"> ▪ dates for delivery to approved Warehousing Sites that have been agreed with Other Contractors; 	The Contractor provides evidence of its compliance with the Performance Standard and which verifies the collaboration of Other Contractors in the development of the timetable.

Service Category	Performance Standard	Acceptance Requirement
	<ul style="list-style-type: none"> ▪ dates for acceptance into Warehousing Sites and the completion of associated Quality Assurance requirements; and ▪ dates for uploading onto the IT System. 	
IT	<p>The Contractor demonstrates that the IT System is operational to enable the Contractor to be able to fully provide the Inventory Management Services by the Operational Commencement Date.</p>	<p>The IT System is assessed by the Department as being suitable to progress development and that, at a minimum, the following have been achieved:</p> <ul style="list-style-type: none"> ▪ the infrastructure is complete; ▪ the network is complete; ▪ all software installation is complete; and ▪ the software is running as intended.
Warehousing	<p>All Warehousing Sites are assessed by the Department as meeting the requirements as outlined in the Draft Contract, including licensing and security provisions.</p>	<p>The Warehousing Sites meet the requirements of the Draft Contract including satisfying the requirements for Zone 3 security certification and other applicable standards.</p>
Security Clearances	<p>That the Contractor complies with the security clearance requirements as outlined at section 28 of this Statement of Requirement.</p>	<p>All Contractor Personnel, required or nominated by the Contractor to have a security clearance in accordance with section 28 has either:</p> <ul style="list-style-type: none"> ▪ obtained a security clearance from AGSVA at the requisite level; or - signed a Deed of Confidentiality; and

Service Category	Performance Standard	Acceptance Requirement
		<ul style="list-style-type: none"> - submitted an e-pack (or equivalent) to AGSVA.

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(b) Stage 2 Transition-In: Relocation

- (i) Stage 2 Transition-In is focussed on Inventory relocation.
- (ii) It is the Department's preference to relocate CBRN Inventory first.
- (iii) No Inventory can be re-located to a Warehousing Site or elsewhere without the Department's prior written approval.
- (iv) The Department will assess whether the Contractor has completed Stage 2 Transition-In with reference to the Stage 2 Acceptance Requirements (see Table 2 below).
- (v) Stage 2 Transition-In must be completed by the Contractor by 30 June 2020 (the **Stage 2 Transition-In Date**). The Contractor must submit to the Department for Approval, documentation evidencing its completion of Stage 2 Transition-In at least five Business Days before the Stage 2 Transition-In Date.
- (vi) As part of assessing whether the Contractor has completed Stage 2 Transition-In, the Department's independent auditor will conduct a one-off Transition-In stocktake and validation of the Contractor's evidence that temperature has been maintained during transportation and storage.

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Table 2. Stage 2 Acceptance Requirements

	Service Category	Performance Standard	Acceptance Requirements
	Inventory Relocation	All transition activities relating to the physical relocation of the Inventory to the Warehousing Sites are completed by 30 June 2020.	All Inventory required by the Department to be relocated is relocated to Warehousing Sites by 30 June 2020.
	Inventory Management	All Inventory holdings must be uploaded and/or updated onto the IT System by the Contractor within 24 hours of receipt of Inventory and/or Inventory manifests.	All Inventory holdings are uploaded onto the IT System within 24 hours of receipt of Inventory at Warehousing Sites or Inventory manifests (as the case may be).
	Deployment Coordination and Execution	All Deployment activities maintain product integrity and are completed within the Department's specified Deployment timeframes.	100% of all Deployment activities completed within nominated Deployment timeframes and according to the Directed Service Specifications. 0% of units of a single item lost, damaged or downgraded after being picked and packed by the Contractor.
	IT System	The IT System complies with the IRAP requirements outlined at section 27 of the Statement of Requirement.	The Contractor has submitted, to an acceptable and appropriate standard, the documentation necessary for the commencement of the IRAP assessment by the IRAP assessor engaged by the Department.

12. Warehousing (All Stages)

Note to Tenderers: Tenderers that are seeking to provide the Inventory Management Services should outline in their Tender their warehousing capability including site reports, security assessments, licensing and documentation evidencing compliance with industry standards, regulatory requirements and Product Information.

- 12.1 A Tenderer should provide details of its proposed Warehousing Sites as part of its response. Tenderers should refer to Table 1 and Annexure A of Response Schedule 3 – Proposed Warehousing Sites of the RFT.
- 12.2 The Department requires the Contractor to provide Inventory Management Services during all Stages of Operation.
- 12.3 The Department has a preference for a de-centralised model of Warehousing Sites around Australia.
- 12.4 Through this RFT process, the Department seeks to establish a network of Warehousing Sites with, at a minimum:
- (a) two Warehousing Sites in the eastern States and Territories of Australia; and
 - (b) one Warehousing Site to service the western States and Territories of Australia,
- that are capable of supporting Transport Services to multiple other States and Territories around Australia.
- 12.5 All Warehousing Sites must from the Operational Commencement Date until the end of the Contract Period:
- (a) be approved by the Department in writing prior to being used in provision of the Inventory Management Services;
 - (b) comply with the Department's specifications and requirements set out in this Statement of Requirement;
 - (c) be no more than 60km from an airport to enable transportation of Inventory between any capital city in Australia in accordance with the Agreed Deployment Timeframes;
 - (d) be managed in a way to enable access by the Department or its Personnel to enable delivery of Emergency requirements 24 hours a day, seven (7) days a week, 365 days per year;
 - (e) comply with the [Physical Security Management Protocol \(PSMP\)](#) and the Zone Three security zone specifications (as defined in the PSMP) which can

be access at

<https://www.protectivesecurity.gov.au/physical/Pages/default.aspx>; and

- (f) be temperature controlled, even for Inventory requiring storage at ambient temperatures.

12.6 The Inventory must be:

- (a) only stored at an approved Warehousing Site in quantities approved by the Department;
- (b) available for Emergency Deployment 24 hours a day, seven (7) days a week, 365 days per year during the Contract Period.
- (c) As part of this requirement, the Contractor must have the capability to:
 - (i) pick and pack and be ready for pick-up to dispatch Inventory to the Nominated Delivery Centre within an agreed timeframe; and
 - (ii) enable Associated Parties nominated by the Department, to have access to the Contractor's Warehousing Site(s) in order to collect the Inventory.

12.7 Warehousing Sites must be capable of accepting and storing Inventory on a variety of pallet configurations including European or other International pallet configurations, Commonwealth Handling Equipment Pool (CHEP) pallets and standard Australian pallets. Contractors that cannot store pallets can outline re-palletisation solutions (or other solutions) but this is not preferred given the associated costs.

12.8 The Contractor must have the systems and resources in place to comply with the requirements of this section 12.

13. Inventory Management – temperature control requirements and transportation (All Stages)

13.1 The Contractor must, where the Contractor has physical control or custody of the Inventory, manage and maintain the Inventory so as to ensure the Inventory is stored in accordance with the respective Product Information. The Inventory must be proactively monitored by the Contractor through the use of appropriate methods and equipment, including through the use of validated temperature monitors and/or any other suitable means. All Inventory where the Product Information provides for the item to be stored within a specific temperature range, must be maintained in a temperature controlled environment suitable for the temperature range required whilst in the custody or control of the Contractor.

13.2 When packaging Inventory for transportation or Deployment, the Contractor must:

- (a) ensure sufficient temperature monitors and other quality assurance mechanisms are employed to provide evidence that Inventory is suitable for immediate use (including maintaining Inventory within the temperature range specified in the Product Information) upon arrival at the Nominated Delivery Centre.

- (b) package Inventory for transport so as to maintain the Inventory within the temperature range nominated in the Product Information.
- 13.3 The Contractor must ensure there is risk mitigation in the temperature control system to ensure if there is a deficiency (for example, if the temperature control system at the Warehousing Site fails) there is still sufficient monitoring to ensure Inventory integrity can be assured at all times.
- 13.4 The Contractor must ensure the infrastructure used to manage and pack Inventory (including during a Deployment or Emergency) is fit for purpose, efficient and well maintained, including that temperature monitors are recalibrated, as required by the relevant Product Information and the temperature monitoring system is routinely tested, including that the alarm system works and that any alert system is operating effectively.
- 13.5 The Contractor must ensure:
- (a) that there is no actual or suspected loss, degradation or damage to the Inventory including during storage and when being prepared for transportation i.e. picking and packing (including during a Deployment or Emergency);
 - (b) chain of custody in relation to Inventory is maintained at all times when under the Contractor's physical control, including appropriate record keeping and evidence collection and retainment;
 - (c) the Inventory is easily identifiable (to both the Contractor and the Department) and readily accessible to meet Emergency requirements as outlined in this Statement of Requirement; and
 - (d) visibility of the Inventory, to both the Contractor and the Department, at all times, for example, with consistent and user-friendly labelling recording key Product Information.
- 14. Licensing, Standards and Inventory Management Records (All Stages)**
- 14.1 The Contractor must maintain relevant licences and authorisations for storage, distribution and packing of Inventory.
- 14.2 The Department may request copies of licences and other verification documentation as appropriate and relevant at any time, and the Contractor must comply with such request within the timeframe required by the Department.
- 14.3 The Contractor must ensure that all of its Inventory management arrangements, including transportation comply with manufacturers' instructions (including temperature control), Product Information, transportation for dangerous goods (if required), all relevant industry standards, regulations and guidelines including the:
- (a) requirements of the TGA including relevant sections of the Australian Code of Good Wholesaling Practice for Medicines in Schedules 2, 3, 4 and 8 (available at <https://www.tga.gov.au/publication/australian-code-good-wholesaling-practice-medicines-schedules-2-3-4-8>), including:

- (i) Section 1: Buildings and grounds;
- (ii) Section 2: Storage facilities;
- (iii) Section 3: Personnel;
- (iv) Section 4: Stock handling and stock control;
- (v) Section 5: Transport;
- (vi) Section 6: Management of complaints, return of unused and/or damaged goods and product recalls;
- (vii) Section 7: Management of records, documentation and standard operating procedures;
- (viii) Section 8: Cold chain medicines; and
- (ix) Section 9: Security arrangements and procedures; and
- (b) [National Vaccine Storage Guidelines: 'Strive for 5' \(Third Edition\)](https://beta.health.gov.au/resources/publications/national-vaccine-storage-guidelines-strive-for-5) (where relevant) (available at: <https://beta.health.gov.au/resources/publications/national-vaccine-storage-guidelines-strive-for-5>).

14.4 The Contractor must have the infrastructure, systems, protocols and any other resources necessary to facilitate the timely identification, analysis and reporting of temperature excursions in accordance with the requirements set out in this Statement of Requirement.

15. Managing incoming and outgoing Inventory (All Stages)

Note to Tenderers: Tenderers should outline any business requirements for managing this or any other aspects of the Inventory Management Services for example, any notification periods required for the timely management of incoming and outgoing Inventory. Tenderers should also specify in their Tender proposed timeframes for managing incoming and outgoing Inventory.

- 15.1 Managing incoming and outgoing Inventory as set out in this section 15 are Directed Services.
- 15.2 No Inventory is to be released or relocated without the written approval of the Department as communicated in a Work Order. This includes movements between National Deployment Centres including Warehousing Sites.
- 15.3 The Contractor must update the IT System during BAU within 24 hours of acceptance of Inventory into the Stockpile.
- 15.4 On receiving Inventory into the Stockpile, (including where it is being returned from a Nominated Delivery Centre), the Contractor must inspect the Inventory on arrival in accordance with the Contractor's Quality Management System including:

- (a) for any immediate signs of damage or degradation; and
 - (b) to confirm the incoming Inventory has been transported in accordance with the Department's instructions and Product Information (for example, correct Inventory in the correct quantities and if not, notify the Department on discovery).
- 15.5 If required, the Contractor must facilitate receipt of Inventory through the Australian Border Force/Department of Home Affairs, including the submission of appropriate documentation and subsequent transport to the Inventory's final location.
- 15.6 As part of the Inventory Management Services, the Department may from time to time require the Contractor to prepare Inventory for transportation during BAU to support the transportation of Inventory throughout the broader Stockpile network. This could include relocation of Inventory between storage sites (including Warehousing Sites, government facilities and supplier facilities).
- 15.7 Outgoing Inventory must be prepared and packaged:
- (a) based on the specifications supplied by the Department and set out in a Work Order, for example Inventory type and quantities, timeframes, and any other delivery instructions;
 - (b) ready for pick-up within the timeframe specified in the Work Order. Tenderers should nominate timeframes for this in their Tender response;
 - (c) in a validated manner so as to maintain temperature control for the duration of the Deployment and include at least three suitable temperature monitors on each shipment to provide evidence on arrival that satisfactory temperature control has been maintained to within the temperature requirements specified in the Product Information;
 - (d) with relevant Product Information, packing slips and other necessary documentation; and
 - (e) otherwise in accordance with any instructions from the Department including as set out in a Work Order or otherwise communicated by the Department to the Contractor.
- 15.8 The Contractor must rotate Inventory to ensure First-In First-Out is practised for all outgoing Inventory except for outgoing Inventory for pre-positioning purposes.
- 15.9 The Contractor must not pick and pack more than:
- (a) Five (5) million dollars worth of Inventory; and/or
 - (b) Fifty percent (50%) of a single unit of Inventory,
- in a single order. If a Deployment is required in excess of this amount, it must be split into multiple separate packages for distribution in multiple separate Deployments.

16. Stockpiling of Essential Consumables (All Stages)

The Contractor must maintain sufficient holdings of consumables necessary to facilitate the Deployment of any and all Inventory in accordance with the contractual requirements. This includes packing materials, cooler packs etc. This is to ensure self-reliance to support a prolonged Emergency response such as an influenza pandemic.

17. Quality Management (All Stages)

17.1 The Contractor must prepare a validation protocol and perform validation activities and prepare validation reports for the following:

- (a) processes;
- (b) equipment and packaging;
- (c) facility (reflecting temperature control requirements);
- (d) cleaning; and
- (e) Deployment preparation.

17.2 For any inspections of Warehousing Sites, the Contractor must permit one or more Department Personnel (or their nominated representative) to be on site for the portion of the inspection that relates to or may impact/assess the Contractor's delivery of the Inventory Management Services if required by the Department.

17.3 The Contractor must issue to the Department a written evaluation of any potentially significant change, including change justification. The Contractor must not implement any change which would adversely impact or place at risk the Inventory or successful delivery of the Inventory Management Services without the Department's written approval.

18. Independent Auditors, Reviewers and the Annual Stocktake (All Stages)

18.1 For the duration of the Contract Period, the Contractor must have in place robust internal procedures and systems that give effect to transparent and accountable management of the Stockpile and its Inventory.

18.2 The Department will assess the Contractor's performance through a variety of audits and reviews including those set out in this section 18.

Annual Stocktake

18.3 Each year the Department engages an independent auditor to conduct an Annual Stocktake (or equivalent) of the Stockpile. The Contractor must assist the Department as required when undertaking this Annual Stocktake which typically follows a four step process:

- (a) Inventory report analysis – whereby the external auditor receives current Inventory reports from the Contractor for analysis;

- (b) Site visits – whereby the independent auditor visits all Warehousing Sites to count and inspect all stock holdings and storage facilities. The Contractor must work with the independent auditor to schedule all site visits and send at least one staff member to participate in the count;
- (c) Analysis and reporting – whereby the independent auditor completes their analysis (based on both Inventory reports and site visit outcomes etc) and provides a report to the Department on the current Inventory levels of the Stockpile; and
- (d) Post stocktake reconciliation – whereby the Department and the Contractor will manage any issues arising from the Annual Stocktake. The Contractor must manage at its cost any issues identified specific to the Contractor role and Services i.e. if Inventory is identified to be in excess, missing or damaged.

Additional quality management and performance review activities

18.4 The Department may contract independent auditors to conduct additional quality management activities with which the Contractor must comply, including for example to:

- (a) conduct additional ad hoc site visits of Contractor storage facilities to inspect incoming purchase orders, particularly high risk and/or high cost Inventory deliveries;
- (b) support the Department in assessing specific aspects of the Services such as Emergency response systems and temperature control monitoring and systems; and/or
- (c) support the Department in assessing the performance of other Inventory Management arrangements (for example, with Suppliers or State and Territory health departments) and to maintain oversight of the Contractor's management of this arrangement.

19. Deployment and Emergency Preparedness Requirements (BAU and Emergency: Standby Stages)

- 19.1 The Contractor must prepare and maintain a National Deployment and Emergency Management Plan (**the Plan**) that documents how the Contractor would implement and deliver the Inventory Management Services as a coordinated, strategic and tactical effort.
- 19.2 During the Contract Period, the Contractor must maintain capabilities essential to activating and implementing the Plan including staffing, systems, assets and infrastructure.
- 19.3 The Plan must be updated annually and re-submitted to the Department for the duration of the Contract Period.
- 19.4 The Plan must include an appropriate and relevant focus on the following priority areas:

- (a) quality;
- (b) risk;
- (c) security;
- (d) infrastructure;
- (e) workforce (including clarity and transparency regarding roles and responsibilities); and
- (f) communication.

19.5 The Department may require the Contractor to update and resubmit the Plan at any time during the Contract Period to be specific to a particular event, potential event or Emergency.

20. Deployment Drills (BAU and Emergency: Standby Stages)

20.1 Deployment Drills as set out in this section 20 are a Directed Service.

20.2 Deployment Drills are a primary method of testing Emergency response capability and are an integral part of the BAU Stage.

20.3 During the Contract Period, the Department will coordinate, at its sole discretion regular Deployment Drills with the Contractor to test systems and Emergency response capabilities. The Department will set, at its sole discretion, the scenario, timing and requirements of the Deployment Drills. Deployment Drills may also contain components to test the Contractor's handling of foreseen issues occurring during the Deployment Drill, for example, airport closures and include multiple components under the scenario (for example, require Deployment to multiple jurisdictions simultaneously). Deployment Drills may be conducted 24 hours a day, seven (7) days a week, 365 days a year with no advance notice to the Contractor (other than the issue of a Work Order pursuant to clause 21 and 22 of the Draft Contract).

20.4 The Department and/or its representatives, reserves the right to observe onsite activities undertaken during Deployment Drills to inform assessment of drill outcomes and recommendations.

20.5 The Contractor must, where requested to undertake a Deployment Drill, undertake and perform the Deployment Drill in accordance with its obligations under the Draft Contract as if it was a Deployment being undertaken during an Emergency.

21. Emergency Response and Deployment Requirements (Emergency: Action Stage)

21.1 The Services set out in this section 21 are Directed Services.

21.2 If a Deployment is required, the Department may issue a Work Order in accordance with clauses 21 and 22 of the Draft Contract. The Contractor must reflect this in its Standard Operating Procedures.

21.3 All Deployment activities must be conducted in accordance with the Directed Service Specifications set out in a Work Order. The Department will provide Deployment specific information for example, Nominated Delivery Centre information and contacts, quantity and other product specifications and timeframes for delivery.

21.4 The Contractor must liaise with Other Contractors (as relevant) to develop Deployment solutions to meet the Objectives and comply with the Directed Service Specifications.

22. Stockpile Replenishment and Recovery (Emergency: Stand-down Stage)

22.1 The Services set out in this section 22 are Directed Services.

22.2 If the Department issues a Work Order in accordance with clauses 21 and 22 of the Draft Contract, the Contractor must work with the Department and Associated Parties including Other Contractors to return the Stockpile and its Inventory to a state of readiness to Deploy as directed by the Department. This may include receipt of additional Inventory as part of replenishment efforts, acceptance and review of unused, viable Inventory from Nominated Delivery Centre (returns) and disposal of compromised stock etc.

23. Stockpile Review (Emergency Stand-down Stage)

23.1 As part of the Emergency: Stand-down Stage, the Contractor must conduct a review of its performance during the Emergency covering all Emergency related stages of operation and documenting achievement of KPIs. Noting the variability in Deployment requirements i.e. one-off Deployments versus sustained Emergency responses, the Contractor conducted review must be commensurate to the scale of the Emergency response activity throughout the three Emergency Stages. The Department will provide support for these review activities as required. Where major challenges and risks were identified or realised during the Emergency, the scale and depth of the review undertaken by the Contractor must be increased.

23.2 The Contractor must conduct the review in a manner consistent with the EMA Australian Emergency Management Handbook Series: Handbook 8 – Lessons Management (available at: <https://knowledge.aidr.org.au/resources/handbook-8-lessons-management/>).

23.3 The outcomes of the reviews (including reports) must be made available to the Department.

23.4 In addition, the Department may contract external, independent evaluators to review either:

- (a) only the Contractor's performance during an Emergency; and/or
- (b) the Contractor's performance as part of a broader Department or Australian Government response review.

23.5 The Contractor must participate in these review processes as required by the Department.

23.6 The Contractor will be provided with an opportunity to provide feedback to the Department to improve its overarching management arrangements for the Stockpile and broader health Emergency response planning.

23.7 The review activity may continue after the completion of all Emergency Stages and/or the Contractor has returned to a BAU Stage of Operation.

24. Disposal Requirements (BAU and Emergency: Stand down stages)

24.1 The Contractor must promptly provide the Department with a disposal recommendation for Inventory that has expired or is otherwise unfit for use.

24.2 The Contractor must make available Inventory for disposal in accordance with the instructions of the Department.

24.3 No Inventory may be disposed of without the Department's written approval.

25. Information Security

25.1 Information pertaining to the Stockpile that is classified as OFFICIAL SENSITIVE in accordance with the Commonwealth Protective Security Policy Framework (PSPF) includes:

- (a) the name of any Other Contractors or Associated Parties;
- (b) warehousing location addresses;
- (c) Inventory, including what is or is not held within the Stockpile and quantities; and
- (d) knowledge of any locations where pre-positioned Inventory is stored.

25.2 The Contractor must comply with the PSPF in handling and managing this information.

26. IT System requirements (All Stages)

Note to Tenderers: The IT System supporting the management of the Stockpile is a critical component of the overarching requirement of the RFT. Tenderers should provide a comprehensive description of the IT infrastructure it proposes to use to support the Inventory Management Services set out in this Statement of Requirement including how the IT System will be supported and maintained throughout the Contract Period. The Department requires the capability to be in place from the Operational Commencement Date.

If the proposed solution cannot comply with a requirement, Tenderers should indicate if they can partly comply and to what extent and/or propose any workarounds or alternative solutions to enable the Department to achieve the desired functionality and system capability.

26.1 The Department will retain stewardship and ownership of all data relating to the Stockpile.

- 26.2 Tenderers should note the data protection provisions of the Draft Contract, including clauses 33 (Protection of Department Data) and 52 (Security).
- 26.3 IT System availability, security and performance must be managed and supported by the Contractor as appropriate for a critical Emergency management system. Tenderers should provide as part of their response to this requirement, a description of proposed system service levels (eg availability, resiliency and implicit/explicit security controls) for the Department's consideration.
- 26.4 The Contractor must ensure timely resolution of technical issues. During an Emergency Stage, the Contractor must ensure resolution of any technical issues is given the highest priority and resolved as soon as possible and at all times within applicable service level parameters.
- 26.5 The Contractor must manage and keep up-to-date an IT System that as a minimum:
- (a) has the ability to control and manage access to ordering Inventory;
 - (b) advises when dispatch has occurred; and
 - (c) has the ability to manage discrepancy, back orders, out-of-stock issues and Inventory re-calls.
- 26.6 The Contractor must support and maintain the IT System, including maintaining the confidentiality and integrity of the Inventory Management System, throughout the Contract Period, including through:
- (a) fixes, changes and upgrades; and
 - (b) software updates, security patches, new releases and other changes,
- so as to ensure the continued optimum performance of the IT System against the service levels.
- 26.7 In addition, the IT System must:
- (a) allow authorised Departmental officers or their representatives to have access or otherwise be provided with up to date information on Inventory in real time;
 - (b) alert relevant Contractor personnel of necessary actions relating to Inventory, including temperature control alerts. Alerts must be able to be monitored to ensure appropriate action occurs in accordance with section 71, Part D;
 - (c) be classified as PROTECTED in accordance with the PSPF. Requirements for an IT System at this security classification can be found at www.protectivesecurity.gov.au and <https://www.cyber.gov.au/publications/essential-eight-maturity-model>. Particular components Tenderers should consider in their response include:
- (i) robust IT systems;

- (ii) patching vulnerabilities;
 - (iii) strategies to mitigate cyber security incidents;
 - (iv) use of cloud services; and
 - (v) access to information.
- Information Security Registered Assessors Program assessment** The Contractor must successfully undergo an Information Security Registered Assessors Program (IRAP) assessment within 12 months of the Commencement Date. For more information on the IRAP assessment process, please go to <https://www.acsc.gov.au/infosec/irap/>.

27.2 Departmental system accreditation will enable and require the Contractor to:

- (a) identify the strengths and weaknesses of its IT System;
- (b) allow the Contractor to focus resources on the areas most at risk, and
- (c) highlight the Inventory Management System's security non-compliance with the PSPF and any associated residual risks.

27.3 The Department will engage an independent IRAP assessor who will assess the IT System to evaluate the implementation, appropriateness and effectiveness of the Contractor's system's security controls. This is achieved through two security assessment stages:

- (a) Stage 1 identifies security deficiencies which the system owner rectifies or mitigates; and
- (b) Stage 2 assesses the residual compliance.

27.4 The Contractor must participate fully in the IRAP process including the assessment by independent accredited IRAP assessors, as co-ordinated by the Department.

27.5 Every two years during the Contract Period, the Contractor may be required, at the Department's sole discretion, to undergo follow-up IRAP assessments to assess the Contractor's compliance with the outcomes of the original assessment. Tenderers should include in their Tender prices for the original and follow-up IRAP assessments.

28. Security Clearances

28.1 At all times from 30 June 2020, all Contractor Personnel with a central leadership, governance or Services coordination role or who have a role in planning and strategy development related to the Services, must have and maintain a security clearance at the NEGATIVE VETTING LEVEL 1 security classification level.

28.2 The Contractor must ensure that a sufficient number of its Personnel have and maintain this security clearance, including to enable the Department to share classified information during an Emergency.

- 28.3 Without limiting the foregoing, or any of the Contractor's obligations under the Contract, Contractor Personnel who do not hold an appropriate security clearance may be excluded from some activities or restricted from accessing briefing or other information materials.
- 28.4 All security clearances will be coordinated through the [Department of Defence Australian Government Security Vetting Agency \(AGSVA\)](#). As per AGSVA policy, an Australian Government agency must sponsor non-government personnel to obtain a security clearance. The Department will act as a sponsor for all Contractor related security clearances associated with the Contract. The Department will fund the fee cost of obtaining security clearances in the period prior to 30 June 2020. The Contractor will be responsible for paying for all security clearances required after 30 June 2020 (see clause 52.5 of the Draft Contract). Successful Tenderers must be prepared to commence security clearance processes immediately following Contract execution.
- 28.5 All other Personnel who either have access to Inventory and/or IT System and/or have knowledge of the Contractor role in Stockpile requirements must undergo a police records check prior to commencing delivery of the Services and at least annually thereafter, with written reports (of organisational compliance) to be provided to the Department on request.
- 28.6 Tenderers should specify in their Tenders the security clearance status of nominated Key Personnel.

29. Management and Governance Requirements (All Stages)

- 29.1 The Contractor must manage and perform all activities necessary to support the delivery of the Inventory Management Services in accordance with the Contract:
- (a) by exercising professional standards of skill, care and diligence;
 - (b) in a manner that ensures the Inventory Management Services delivered meet the requirements set out in this Statement of Requirement; and
 - (c) in a manner that ensures the Inventory Management Services are delivered to a high standard.
- 29.2 The Contractor must have appropriate governance frameworks in place to escalate Inventory Management Services related matters, with heightened governance during Emergencies to oversee quality delivery of the Inventory Management Services and ensure a timely and appropriate response to issues or challenges that may arise in the delivery of the Contract arrangements.
- 29.3 The Contractor must liaise with the Department on a regular basis during the Contract Period, particularly during Transition-In, Transition-Out and Emergencies.
- 29.4 The Contractor must have management and governance structures that:
- (a) examine overarching system capabilities as well as considering the more technical aspects of the Inventory Management Services;

- (b) facilitate strategic oversight and coordination of Inventory Management Services delivery by the Contractor;
 - (c) facilitate and allow for issues to be escalated and managed between the Contractor and the Department.
 - (d) ensure all risks are appropriately managed and responded to;
 - (e) support timely and pragmatic decision making and agility in system requirements;
 - (f) ensure transparency and accountability of Contractor activities; and
 - (g) provide quality oversight of achievements, issues and challenges.
- 29.5 The Contractor must ensure its internal governance arrangements incorporate a focus on quality management and the effective management of key risks and planning for Emergency situations.
- 29.6 The Department may convene meetings with the Contractor and Other Contractors for the purposes of:
- (a) considering broad policy and strategy for how the Services will be delivered, particularly during an Emergency and as part of Emergency preparedness planning;
 - (b) facilitating information sharing between the Contractor and Other Contractors (where appropriate);
 - (c) disseminating information on Emergencies, policy development and provide relevant briefings.
- 29.7 These meetings may be face-to-face or via teleconference. It is envisaged that at least one face to face meeting will be held in the first six months of the Contract Period and annually thereafter.
- 29.8 Further meetings will be at the Department's discretion, particularly during Emergencies.
- 29.9 Unless specified otherwise, all meetings will be in Canberra.
- 29.10 The Department retains the capacity and authority to make any and all decisions regarding the Stockpile.
- 29.11 The management of the Contract will be conducted cooperatively through the governance structure, including the conduct of reviews of the Contractor's performance, change management activities and improvement initiatives and processes.
- 29.12 The Contractor must:

- (a) supply the Department with any documents and information in relation to the provision of the Inventory Management Services, which are reasonably required by the Department.
- (b) ensure that it provides Personnel to act as its representatives in the governance structure who:
 - (i) have the capacity, willingness and commitment to work cooperatively and effectively;
 - (ii) have appropriate qualifications, experience and delegated authority for the role required of the relevant representatives; and
 - (iii) are committed to providing the Department with high quality customer service and promptly attend to any matters or directions arising from the committees and governance structures as required of them;
- (c) ensure that Personnel involved in the governance structure have sufficient authority and delegation to sanction activities and resource allocations or other requirements to effectively manage the Contractor's obligations under the Contract.
- (d) appoint into the Contractor's internal governance structure appropriately experienced Subject Matter Experts (**SMEs**) in relevant aspects of the Inventory Management Services to participate in the governance structures and support the activities of Specified Personnel. Key areas the SMEs may be appointed include:
 - (i) transport and logistics;
 - (ii) pharmaceutical and therapeutic goods regulations and regulatory processes;
 - (iii) warehousing;
 - (iv) Emergency and business continuity arrangements;
 - (v) information technology;
 - (vi) risk and issues management; and
 - (vii) quality assurance.

29.13 Liaison Officers

- (a) If during an Emergency that is significant or likely to have long-term implications the Department may require the Contractor to provide a liaison officer (**Liaison Officer**) to facilitate communication between the Department, the Contractor and all Associated Parties. The Department may require the Liaison Officer to be temporarily located within the Department's primary office in Canberra. If activated, the Liaison Officer may be required to work within the Department's National Incident Room.

- (b) The Department may require the Contractor to accept a Departmental Liaison Officer (on a secondment basis, to work at the Contractor's offices) during an Emergency.

30. Key Personnel Training and Skill Development (All Stages)

Tenderers should detail in their Tenders how Key Personnel will be trained to maintain their skill set for relevant and/or specific Stockpile requirements, procedures and protocols including orientation and refresher training. This includes specialist training, such as regarding temperature control arrangements.

31. Stakeholder Engagement (All Stages)

In the course of performing the Inventory Management Services, the Contractor will be required to engage with a range of Associated Parties including State and Territory Government health departments, Suppliers and Departmental representatives. Tenderers should outline how this will be managed and their proposed approach to stakeholder engagement.

32. Key Performance Indicators (All Stages)

- 32.1 All KPIs are to be assessed on a monthly basis and reported on a quarterly basis by the Contractor in accordance with the requirements and at the times specified in the following table unless otherwise specified by the Department.
- 32.2 The Contractor is required to provide evidence supporting achievement of KPIs.
- 32.3 The KPI report and supporting documentation provided by the Contractor will be assessed quarterly by the Department and/or its representatives and may be validated by an External Auditor.
- 32.4 The KPIs set out in the following table are the Department's minimum KPI requirements for key Inventory Management Service components.

Table 3. Inventory Management Services Key Performance Indicators

Service Category	KPI 1. Inventory Management	KPI 2. Deployment and Emergency Response Capability	KPI 3. IT and Security	KPI 4. Contract Management and Governance
<i>Performance Standards</i>	All Inventory is managed in accordance with the manufacturer's instructions, Product Information and all applicable industry standards and requirements.	The Contractor successfully completes all Deployment activities (including Deployment Drills) and maintains the capability and capacity to respond to Emergencies. That the Contractor is available to complete Deployment and Emergency activities 24 hours a day, 365 days a year.	The information and integrity of the Stockpile as a national security asset is maintained. The Department and its independent auditors have assessed all IT Systems and Warehousing Sites and determined that they comply with the security requirements in the Contract.	The Contractor meets all obligations under the Contract and has in place robust and effective governance and quality assurance frameworks.
<i>KPI Measurements</i>	(a) <5% of units of a single type of Inventory item lost, damaged or downgraded. (b) <1% of variance of total Inventory on IT System compared to stock count (during spot checks and the Annual Stocktake). (c) 100% temperature control of Inventory whilst	(a) 100% of Deployment activities are completed in accordance with the Statement of Requirement, Standard Operating Procedures, Directed Service Specifications and National Deployment and Emergency Management Plan. (b) No Inventory loss, damage or degradation.	(a) No preventable security breaches or information breaches pertaining to Inventory or Warehousing Sites. (b) All Key Personnel have a current security clearance or have submitted an application for a security clearance.	(a) 100% Deliverables are submitted to the Department on time and to an acceptable standard. (b) Senior Executives level equivalent sign off of operational documents and Deliverables.

Service Category	KPI 1. Inventory Management	KPI 2. Deployment and Emergency Response Capability	KPI 3. IT and Security	KPI 4. Contract Management and Governance
	<p>in the Contractor's control.</p> <p>(d) 100% of temperature excursions managed in accordance with requirements under the Contract.</p> <p>(e) No identified instances of non-compliance with standards, licensing requirements and industry regulations.</p> <p>(f) All changes to the Inventory in possession of the Contractor and all pre-positioned Inventory are updated on the IT System within 24 hours.</p>	<p>(c) All Deployment communication is acknowledged and responded to in accordance with the period specified in clause 21.3(a)(ii) of the Contract.</p>	<p>(c) No identified or suspected breaches of security requirements.</p> <p>(d) No identified or suspected instances of fraud.</p> <p>(e) IT system (including hardware and software) is fully operational and available for use with 99.9% uptime for user availability 24 hours a day, seven (7) days a week, 365 days a year (excluding periods approved by the Department in writing when planned scheduled maintenance of software or hardware).</p>	
<i>Examples of Evidence Used to Assess KPI Achievement</i>	<p>(a) Temperature data from Warehousing Sites</p> <p>(b) Annual Stocktake Report</p> <p>(c) Inventory Management Audit</p>	<p>(a) Telephone records</p> <p>(b) Email correspondence</p> <p>(c) Tracking information and documentation from the Contractor's operational systems</p>	None specified.	<p>(a) Planning and reporting deliverables</p> <p>(b) Meeting records and papers</p>

Service Category	KPI 1. Inventory Management	KPI 2. Deployment and Emergency Response Capability	KPI 3. IT and Security	KPI 4. Contract Management and Governance
	(d) IT System (e) Copies of warehousing licences and the results of other audits such as TGA Inspection reports	(d) Nominated Delivery Centre confirmation and feedback (e) Any External Auditor or other insights.		(c) Evidence of SME and senior delegate sign off of deliverables.
<i>Period of Assessment</i>	Ongoing for the Contract Period, commencing from the Operational Commencement Date	Ongoing for the Contract Period, commencing from the Operational Commencement Date	Ongoing for the Contract Period, commencing from the Operational Commencement Date	Ongoing for the Contract Period, commencing from the Operational Commencement Date

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33. Fraud Management (All Stages)

- 33.1 The Contractor must have and maintain a Fraud Control Plan that deals with identified Fraud risks and provides a proactive approach to Fraud prevention, detection and response to incidences of suspected Fraud.
- 33.2 The Fraud Control Plan does not need to be specific to the Contract but must contain:
- (a) identified Fraud risks;
 - (b) mechanisms for identifying new and emerging Fraud risks, including the mechanism for receiving allegations of Fraud from both internal and external sources to the Contractor;
 - (c) detailed procedures for responding to reports of Fraud including investigation and/or referral processes;
 - (d) procedures for preventing the incidents of Fraud such as through the provision of Fraud awareness training, sound governance processes, audit and review processes and effective feedback processes;
 - (e) mechanisms for informing the Department of incidences of Fraud and how it was addressed (note that all incidences of bribery, corruption and foreign bribery must be reported to the Department's Fraud Control Section);
 - (f) requirements for the engagement of external investigators; and
 - (g) all documentation/templates necessary to ensure that all reports, statements, evidence and records related to fraud prevention, detection, investigation and response meet the requirements of the Department and Law.
- 33.3 The Contractor must ensure that any reports of information produced in accordance with the Fraud Control Plan are accurate and do not include any false or misleading information.
- 33.4 The Contractor must provide the Fraud Control Plan to the Department upon request by the Department. The Fraud Control Plan does not require Approval by the Department.

34. Risk Management and Business Continuity (All Stages)

- 34.1 Risk management is essential to Stockpile management making it essential to the Contractor and the successful execution of the Inventory Management Services.
- 34.2 The Stockpile itself exists as a risk mitigation tool to offset supply chain disruptions and challenges to securing the national supply during Emergencies. This coupled with the challenges of operating in Emergency situations increase the importance of robust risk management practices during BAU.

- 34.3 The Contractor must work to manage the risks associated with the Inventory Management Services and support the Department in managing Stockpile related risks associated with the Inventory Management Services.
- 34.4 All Contractor business continuity planning and management must adopt an all hazards approach. The all hazards approach requires Emergency planners and responders to consider all sources of risk. The all hazards approach recognises that while Emergencies are unpredictable, a range of activities can be implemented to reduce the impact of these on business arrangements. Given the purpose of the Contractor is to operate in exactly this kind of environment, it is appropriate and a requirement that the Contractor has sophisticated business continuity planning arrangements in place.
- 34.5 The Contractor must have in place for the Contract Period appropriate business continuity and other supportive arrangements to enable the continued delivery of the Inventory Management Services as required by the Department.
- 34.6 The Contractor must develop and maintain an Organisational Level Business Continuity Plan. It is highly desirable that the Contractor routinely tests its Business Continuity Plan and supporting arrangements and makes the outcomes transparent to the Department, where relevant and appropriate.

35. Key Personnel (All Stages)

- 35.1 The Contractor must provide the Department with a means to communicate with the Contractor during the Contract Period. These contacts must be available 24 hours a day, 365 days a year.
- 35.2 The Contractor must maintain a suitably qualified staffing contingent, including back-up and surge capacity to enable up scaling of Emergency requirements. These back-up and surge capacity Key Personnel must meet the requirements for Key Personnel, including security clearances set out in clause 52.5 of the Draft Contract and section 28 of the Statement of Requirement.

36. Planning, Reporting and Deliverables (All Stages)

36.1 The Tenderer must submit the draft planning deliverables specified in Table 4 below as part of its Tender for evaluation by the Department.

Table 4. Tenderer Planning Deliverables

Planning Deliverable	Minimum Contents	Minimum Frequency of Submission during BAU Stage	Minimum Frequency of Submission during Emergency Stages
Transition-In Plan	<ul style="list-style-type: none"> As outlined in Section 10 of Part B of this Statement of Requirement. 	Implementation to commence within 20 Business Days from the Commencement Date.	N/A
Business Continuity Plan	<ul style="list-style-type: none"> Organisation Level Business Continuity Plan only, does not need to be drafted exclusively for the Draft Contract. To document preparations and planning in order to meet business continuity requirements (as outlined in Part B of this Statement of Requirement) 	<p>To be Approved by the Department prior to the commencement of Stage 2 Transition-In.</p> <p>Revised Business Continuity Plan to be submitted annually or on request from the Department for the duration of the Contract Period.</p>	As requested. Within no more than one week of request for Deliverable.
National Deployment and Emergency	<ul style="list-style-type: none"> The National Deployment and Emergency Management Plan must outline how the Contractor would manage and deliver the Inventory Management Services in an Emergency. 	To be Approved by the Department before the commencement of	As requested. Within no more than one week of request for Deliverable.

Planning Deliverable	Minimum Contents	Minimum Frequency of Submission during BAU Stage	Minimum Frequency of Submission during Emergency Stages
Management Plan	<ul style="list-style-type: none"> ○ Content to reflect the EMA Emergency Planning Manual Number 43 (available at: https://knowledge.aidr.org.au/media/1968/manual-43-emergency-planning.pdf). ○ To be prepared with reference to and in accordance with the Strategy. ● The National Deployment and Emergency Management Plan must include specific content regarding: <ul style="list-style-type: none"> ○ breakdown of key steps in the Deployment process and timings attached to each step; ○ information regarding procedures and standards relevant to the Deployment process; ○ communications and stakeholder engagement; ○ approach to managing specialist Deployment requirements such as temperature control and handling of dangerous goods; ○ approach to quality management during Emergencies; ○ Emergency specific management and governance arrangements (including where appropriate supporting documentation such as terms of reference for committees); ○ overview of roles and responsibilities (for the Contractor and Key Personnel) including decision making and delegation powers; and ○ analysis of resources, Services and systems involved in giving effect of Deployment activities. 	<p>Stage 2 Transition-In. Revised</p> <p>National Deployment and Emergency Management Plan to be updated and submitted annually or on request from the Department.</p>	

Planning Deliverable	Minimum Contents	Minimum Frequency of Submission during BAU Stage	Minimum Frequency of Submission during Emergency Stages
Risk Management Plan	<ul style="list-style-type: none"> • Analysis of all Contractor related risks including strategic, operational and tactical risks against both BAU and Emergency requirements. • Risk register. • Assessment of the likelihood and consequence of risks eventuating. • Description of all risk mitigations and controls in place. • Consideration of risk tolerance and acceptance based on risk mitigations. 	<p>To be Approved by the Department before the commencement of Stage 2 Transition-In.</p> <p>Revised Risk Management Plan to be submitted annually or on request from the Department.</p>	Within no more than one week of request for Deliverable.

36.2 The Contractor must submit the following Deliverables to the Department at the times specified in the Table 5.

36.3 The Approval Requirements are that the Department Representative confirms that the Documentation submitted is:

- (a) of acceptable quality, including accurate and fit for its intended purpose; and
 - (b) meets Contract requirements (including meeting the 'Minimum Contents' set out in the tables above),
- to the satisfaction of the Department.

Table 5. Contractor Reporting Deliverables

Reporting Deliverable	Minimum Contents	Minimum Frequency of Submission during BAU Stage	Minimum Frequency of Submission during Emergency Stages
Inventory Reports	(a) Warehouse location code (b) Individual racking location code within warehouse (c) Product description (d) Location (e) Quantity (f) Expiry date (g) Batch number (h) Summary of temperature excursion data.	Monthly commencing from the Operational Commencement Date	Weekly. However, the Contractor must provide access to updated Inventory information on an as needs basis for briefing purposes (possibly a daily basis).
Key Performance Indicator (KPI) Reports	(a) Evidence to support the achievement of the KPI's under the Contract including: (i) temperature data from Warehousing Sites (ii) Annual Stocktake Report (iii) Inventory Management Audit (iv) spot checks (v) IT System	Quarterly commencing from the Operational Commencement Date	Quarterly
Transition-Out Plan	<ul style="list-style-type: none"> • Arrangements to support relocation efforts/Transition-In efforts at conclusion of arrangement • Overview of how the Inventory Management Services including Emergency response arrangements would be managed in the lead up to and during Transition Out 	<p>To be provided within the first 11 months of the Contract Period.</p> <p>Transition Out Plan to be updated in accordance with clause 61.1 of the Draft Contract.</p>	N/A

Reporting Deliverable	Minimum Contents	Minimum Frequency of Submission during BAU Stage	Minimum Frequency of Submission during Emergency Stages
Post Emergency Review (Emergency: Stand-down Only)	Summary listing of lessons learned and relevant recommendations for control and process improvements.	N/A	At the Department's request. Timeframes for the submission of this Deliverable to be negotiated but will be no greater than 30 calendar days after an Emergency as indicated by the transition to the Emergency: Stand-down Stage.

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PART C – TRANSPORT SERVICES

Note to Tenderers: This Part is only relevant to Tenderers that submit a Tender for the provision of the Transport Services.

37. Transport Services Objectives

37.1 The Objectives of the Transport Services are to:

- (a) maintain the capability to provide Transport Services and operate in an efficient and effective state of readiness to transport Inventory in accordance with contractual requirements, (including Product Information); and
- (b) deliver operational requirements and contribute to the Deployment of Inventory during Emergencies in order to meet Emergency response requirements.

37.2 The Contractor must:

- (a) deliver the Deployment and Emergency response aspects of the Transport Services in accordance with the Statement of Requirement;
- (b) ensure the safety, efficacy and integrity of Inventory during transportation;
- (c) ensure the Inventory is trackable and traceable at all times when in the Contractor's custody;
- (d) maintain transport related infrastructure, assets and systems across Australia that can be mobilised to support Emergency response requirements;
- (e) ensure Personnel are suitably trained to perform the Transport Services;
- (f) manage information and access with due consideration of security requirements;
- (g) comply with all applicable Commonwealth related requirements, relevant Commonwealth or State and Territory legislation, and industry and regulatory standards including TGA requirements; and
- (h) provide a high level of quality customer service to the Department;
- (i) implement robust standard operating, risk and issues management protocols and business continuity procedures.

37.3 The Contractor must meet the following outcomes:

- (a) complete Deployment activities within the Department's required timeframes;
- (b) allow for the execution of Transport Services 24 hours a day, seven (7) days a week, 365 days of the year;

- (c) developing and maintaining the capability and capacity to respond to long-term or short-term Emergencies; and
 - (d) achieve all KPIs, Deliverables, and Milestones within agreed timeframes.
- 37.4 The Department requires the Contractor to provide Transport Services during all Stages of Operation.

38. Variability in the Transport Services

38.1 Transportation activities required during BAU periods and generally relate to requirements associated with the need to distribute Inventory throughout Australia to pre-positioned locations. Pre-positioning is typically done in small quantities (currently, the highest volume of a single type of Inventory pre-positioned at any location is 2,000 units). Pre-positioning is completed:

- (a) when required based on risk and threat assessments or on request from a State or Territory health department; or
- (b) as part of a coordinated pre-positioning strategy conducted on an annual basis in collaboration with State or Territory health departments.

Other BAU transportation requirements are rare but may include for example, collection and transportation of Inventory that is subject to a batch recall.

38.2 The Transport Services are a critical and specialist aspect of Stockpile management but due to the static nature of the Stockpile are not as frequent or voluminous during BAU as the Transport Services could be during an Emergency.

38.3 During Emergencies, a variety of Transport Services may be required to support the Emergency response, particularly the deployment of Stockpile Inventory. These requirements may include:

- (a) the physical Deployment (transportation) of Inventory managed by Inventory Management Contractors to Nominated Delivery Centres:
 - (i) across Australia; and
 - (ii) internationally.
- (b) support the re-distribution (if required) of Inventory across Nominated Delivery Centres.

39. Types of Transport Services

39.1 Transport Services comprise of:

- (a) Ongoing Services; and
- (b) Directed Services.

39.2 Each Transport Service set out in this Part C of the Statement of Requirement is an Ongoing Service, unless identified as a Directed Service.

- 39.3 Ongoing Services (other than Services relating to Transition-In which are to be provided prior to the Operational Commencement Date) must be delivered by the Contractor in accordance with the Contract from the Operational Commencement Date until the end of the Contract Period.
- 39.4 Directed Services must only be delivered by the Contractor in accordance with the Contract following the issue of a Work Order by the Department pursuant to clauses 21 or 22 of the Draft Contract (which is anticipated to be a date after the Operational Commencement Date unless the Department notifies the Contractor otherwise).

40. Transition-In – General Requirements

Note to Tenderers: It is the Department's preference that successful Contractors for Transport Services are able to commence provision of Services as soon as practicable after the Commencement Date. The Department will discuss details of these requirements during negotiations.

- 40.1 The Contractor must plan and manage the overall Transition-In from the current arrangements with the incumbent service provider/s and Other Contractors including Inventory Management Contractors as set out in the Transition-In Plan Approved by the Department.
- 40.2 The Contractor must ensure that, in conducting the Transition-In activities it:
- (a) does not adversely impact the continued delivery and quality of the Stockpile management services provided by incumbent service provider/s and Other Contractors;
 - (b) acts in a collaborative and integrated manner with the incumbent service provider/s, the Department and Other Contractors;
 - (c) complies with the structure and process set out in the Transition-In Plan; and
 - (d) proactively identifies, manages and mitigates risks.
- 40.3 The Contractor must nominate a transition manager to work closely with the Department's transition project manager, and take responsibility for the Contractor's Transition-In team.
- 40.4 The Contractor must deliver the Deliverables and/or complete the activities specified in the Transition-In Plan in accordance with the relevant Milestone Dates.
- 40.5 The Department will assess each Transition-In activity and Deliverable against the Acceptance Requirements and Accept or reject the activity or Deliverable in accordance with clause 12.4 of the Draft Contract.

41. Transition-In Timeframes and Acceptance Requirements

- 41.1 The contract with the incumbent service provider expires on 30 June 2020. Based on the transition out plan with the incumbent service provider, in order for all

Inventory to be relocated by this date, relocation activities must commence by 1 April 2020 at the latest.

41.2 Transition-In will occur in two stages:

(a) Stage 1 Transition-In: Operational System Enhancement

- (i) Stage 1 Transition-In will commence on the Commencement Date and must be completed and achieved by the Contractor by Friday 20 March 2020 (the **Stage 1 Transition-In Date**) with relocation to commence by 1 April 2020.
- (ii) The purpose of this stage is to implement any necessary actions to prepare the Contractor's capabilities, including systems and resources, to undertake the Transport Services. This may include, recruitment, IT System upgrades, transport fleet and subcontractor arrangements and security requirements.
- (iii) At the conclusion of Stage 1 Transition-In, the Contractor must satisfy the Department that it is ready to deliver the Transport Services.
- (iv) The Department will assess whether the Contractor has completed Stage 1 Transition-In with reference to the Stage 1 Acceptance Requirements (see Table 5 below).
- (v) The Contractor must not commence Stage 2 Transition-In unless and until the Department has Accepted the Contractor's completion of Stage 1 Transition-In.

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Table 5. Stage 1 Acceptance Requirements

Note to Tenderers: Table 5 outlines the minimum requirements that the Contractor must satisfy in order to complete and achieve Stage 1 Transition-In.

For clarity, the Acceptance Requirements for both Stages 1 and 2 Transition-In are required to be met by Contractors, not Tenderers to this RFT process.

Service Category	Performance Standard	Acceptance Requirements
Deployment and Emergency Response	The Contractor develops and can demonstrate that it has the capacity and capability to implement a robust National Deployment and Emergency Management Plan for implementation during an Emergency.	The National Deployment and Emergency Management Plan is submitted to the Department for Approval within six weeks from the Commencement Date with completion of Stage 1 Transition-In conditional on Departmental Approval of the National Deployment and Emergency Management Plan.
Emergency Contact	The Contractor must make identified personnel available 24 hours a day, seven (7) days a week, 365 days per year to deliver Emergency service requirements.	The Contractor has provided a list of nominated Emergency contacts and is able to provide evidence of communication procedures that are satisfactory to the Department, for use during an Emergency.
Product Information including temperature control requirements	The Contractor demonstrates a full understanding of the Inventory and can transport that Inventory using validated transport methods and packaging.	The Contractor can outline the method upon which Inventory would be transported in a way that complies with Contract requirements and Product Information (including temperature control requirements).
Transition-In Arrangements	The Contractor has a robust plan for Stage 2 Transition-In with a plan that has been Approved by the Department in place, and that includes, for example:	The Transition-In Plan is submitted to the Department by the Contractor within six weeks from the date of Contract execution.

Service Category	Performance Standard	Acceptance Requirements
	<ul style="list-style-type: none"> ▪ dates of pick-up from Nominated Delivery Centres for each item of Inventory; and ▪ a description of how the Contractor will meet Contract requirements for Transition-In. 	
IT	The Contractor demonstrates that the IT System is operational to enable the Contractor to fully provide the Transport Services by the Operational Commencement Date.	<p>The IT System is assessed by the Department as being suitable and that, at a minimum, the following have been achieved:</p> <ul style="list-style-type: none"> ▪ the infrastructure is complete; ▪ the network is complete; ▪ all software installation is complete; and ▪ the software is running as intended.

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- (b) Stage 2 Transition-In: Relocation – 1 April 2020
- (i) Stage 2 is focussed on Inventory relocation.
 - (ii) It is the Department's preference to relocate CBRN Inventory first.
 - (iii) No Inventory can be re-located to a Warehousing Site or elsewhere without the Department's prior written approval.
 - (iv) The Department will assess whether the Contractor has completed Stage 2 Transition-In with reference to the Stage 2 Acceptance Requirements (see Table 6 below).
 - (v) Stage 2 Transition-In must be completed by the Contractor by 30 June 2020 (the **Stage 2 Transition-In Date**). The Contractor must submit to the Department for Approval, documentation evidencing its completion of Stage 2 Transition-In at least five Business Days before the Stage 2 Transition-In Date.
 - (vi) As part of assessing whether the Contractor has completed Stage 2 Transition-In, the Department's independent auditor will conduct a one-off Stocktake, to verify the outcomes of Stage 2 Transition-In and the successful transition of Inventory.

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Table 6. Stage 2 Acceptance Requirements

	Service Category	Performance Standard	Acceptance Requirements
	Transport	All Inventory is transported in accordance with manufacturer's Product Information.	0% of units of a single type of Inventory item lost, damaged or downgraded while being transported by the Contractor during the Transition-In Period as evidenced by the results of the post Transition-In stocktake.
	Transition-In	All transport activities relating to the physical relocation of the Inventory to the Warehousing Sites are completed by 30 June 2020.	All Inventory required by the Department to be relocated is relocated to Warehousing Sites by 30 June 2020.
	Deployment Coordination and Execution	All Deployment activities maintain product integrity and are completed within agreed Deployment timeframes.	100% of all Deployment activities completed within nominated Deployment timeframes and according to the Directed Service Specifications. 0% of units of a single item lost, damaged or downgraded while being Deployed by the Contractor.

42. Transport assets and capability management (All Stages)

Note to Tenderers: Tenderers that are seeking to provide Transport Services should outline in their Tender their capabilities including size of the transport fleet, access to varying means of transportation (road, rail or air), ability to transport both small and high volume orders in a timely manner and the ability to transport Inventory in accordance with the Product Information, particularly in compliance with temperature control requirements.

42.1 The Contractor must have capacity and infrastructure to manage multiple transport requirements and Deployments:

- (a) at a time, potentially to each State or Territory on a daily basis during an Emergency; and
- (b) of varying sizes and requirements including varying temperature control requirements, Inventory characteristics (including weight, height, size and quantity) and pallet configurations (including European or other International pallet configurations, Commonwealth Handling Equipment Pool (CHEP) pallets and standard Australian pallets.

42.2 The Contractor must have reliable and ready access to temperature controlled vehicles, aircraft and other assets to support the Transport Services.

42.3 The Department requires Contractors (either individually or collectively) to have access to major transportation assets and capabilities to service all Australian capital cities.

42.4 The Contractor must be capable of Deploying any and all Inventory to any capital city in Australia.

42.5 Tenderers must provide details of where their proposed assets will be stored so this can be matched against both Warehousing Sites and Nominated Delivery Centres to assess their appropriateness for Emergency response capability.

42.6 The Contractor must maintain all assets and infrastructure in a state suitable for the delivery of the Transport Services and in accordance with Contract requirements including compliance with regulatory and industry standards.

43. Stockpiling of Essential Consumables (All Stages)

43.1 The Contractor must maintain sufficient holdings of consumables necessary to facilitate the Deployment of any and all Inventory in accordance with the contractual requirements.

43.2 The Contractor will also be required to ensure it maintains holdings of relevant consumables should they be required in accordance with section 49.

44. Transportation (All Stages)

44.1 The Contractor must deliver and complete all Transport Services in:

- (a) accordance with the written specifications provided by the Department, including as set out in a Work Order; and
- (b) in collaboration and coordination with Other Contractors as instructed by the Department.

44.2 The Contractor must transport the Inventory so as to ensure:

- (a) transport activities are conducted in a manner consistent with direction and instructions from the Department, including in a Work Order, for example, correct quantity and type of Inventory Deployed to Nominated Delivery Centres;
- (b) Deployment activities are conducted in accordance with the timeframes specified by the Department in a Work Order or otherwise specified by the Department;
- (c) chain of custody is maintained at all times when under the Contractor's physical control, including appropriate record keeping and evidence collection and retainment;
- (d) the Inventory is transported in accordance with the Product Information and Contractual requirements including temperature control requirements; and
- (e) there is no actual or suspected loss, degradation or damage to the Inventory.

44.3 The Contractor must provide the Department with documentation evidencing compliance with section 42.5 for each Directed Service within:

- (a) one hour from delivery to the Nominated Delivery Centre during BAU; and
- (b) 15 minutes from delivery to the Nominated Delivery Centre during an Emergency Stage.

44.4 The Contractor must not transport more than:

- (a) Five (5) million dollars worth of Inventory; and/or
- (b) Fifty percent (50%) of a single unit of Inventory,

in a single Deployment without the Department's prior written approval. If a Deployment is required in excess of this amount, it must be split into multiple separate Deployments for example, in different vehicles or airplanes.

44.5 The Contractor must not transport or Deploy any Inventory without the written approval of the Department during BAU.

44.6 At any time, but particularly during an Emergency, the Department may require specialist transport requirements including for example, security escorts or hand-to-hand transportation requirements. Tenderers should outline this capability in their response.

45. Temperature and Quality Control (All Stages)

- 45.1 The Contractor must, where the Contractor has physical control or custody of the Inventory, manage and maintain the Inventory so as to ensure the Inventory is transported in accordance with the respective Product Information.
- 45.2 The Contractor must monitor the Inventory throughout transportation through the use of appropriate methods and equipment, including the use of temperature monitors and other means.
- 45.3 The Contractor must ensure the infrastructure used to transport Inventory is fit for purpose, efficient and well maintained, including that temperature monitors are recalibrated, as required by the respective Product Information and the temperature monitoring system is routinely tested, including that the alarm system works and that any alert system is operating effectively.
- 45.4 The Contractor must employ temperature monitoring systems and other quality assurance mechanisms so as to ensure the Inventory is suitable for immediate use upon arrival at the Nominated Delivery Centre.
- 45.5 The Contractor must issue to the Department a written evaluation of any potentially significant change, including change justification. The Contractor must not implement any change which would adversely impact or place at risk the Inventory or successful delivery of the Transport Services without the Department's written approval.

46. Incoming and outgoing Inventory (All Stages)

Note to Tenderers: Tenderers should outline in their Tenders timeframes that can be incorporated into any resulting Contract (if successful) regarding timeframes for the:

- pick up of Inventory from Nominated Delivery Centres from the time the Contractor receives written notification from the Department of the requirement pursuant to clauses 21 or 22 of the Draft Contract.
- Transportation of Inventory from pick-up to a Nominated Delivery Centre in each capital city in Australia following the issue of a Work Order by the Department.

- 46.1 The Services set out in this section 44 are Directed Services.
- 46.2 Tenderers should clearly advise in their Tender if and how the timeframes would differ from BAU to Emergency Stages of Operation or any other caveats or variations that may apply to the achievement of the nominated timeframes.

47. Deployment and Emergency Preparedness Requirements (BAU and Emergency: Standby Stages)

- 47.1 The Contractor must prepare and maintain a National Deployment and Emergency Management Plan (**the Plan**) that documents how the Contractor would implement and deliver the Transport Services in accordance with the requirements specified at section 44 of the Statement of Requirement.

- 47.2 During the Contract Period, the Contractor must maintain capabilities essential to activating and implementing the Plan including staffing, systems, assets and infrastructure.
- 47.3 The Plan must be updated annually and re-submitted to the Department for the duration of the Contract Period. The Plan must be accompanied by a letter from an appropriate Contractor delegate with the authority to confirm the Contractor's ability to implement the Plan.
- 47.4 All Deployment planning and readiness activities must include an appropriate and relevant focus on the following priority areas:
- (a) quality;
 - (b) risk;
 - (c) security;
 - (d) infrastructure;
 - (e) workforce (including clarity and transparency regarding roles and responsibilities); and
 - (f) communication.
- 47.5 The Department may require the Contractor to update and resubmit the Plan at any time during the Contract Period to be specific to a particular event or potential event or Emergency.

48. Deployment Drills (BAU and Emergency: Standby Stages)

- 48.1 Deployment Drills as set out in this section 48 are a Directed Service.
- 48.2 Deployment Drills are a primary method of testing Emergency response capability and are an integral part of the BAU Stage.
- 48.3 During the Contract Period, the Department will coordinate, at its sole discretion regular Deployment Drills with the Contractor to test systems and Emergency response capabilities. The Department will set, at its sole discretion, the scenario, timing and requirements of the Deployment Drills. Deployment Drills may also contain components to test the Contractor's handling of foreseen issues occurring during the Deployment Drill, for example, airport closures. Deployment Drills may be conducted 24 hours a day, seven (7) days a week, 365 days a year with no advance notice to the Contractor (other than the issue of a Work Order pursuant to clauses 21 or 22 of the Draft Contract).
- 48.4 The Department and/or its representatives, reserves the right to observe onsite activities undertaken during Deployment Drills to inform assessment of drill outcomes and recommendations.
- 48.5 The Contractor must, where requested to undertake a Deployment Drill, undertake and perform the Deployment Drill in accordance with its obligations under the Draft Contract as if it was a Deployment being undertaken during an Emergency.

49. Deployment Coordination and Execution (Emergency: Action Stage)

- 49.1 The Services set out in this section 49 are Directed Services.
- 49.2 If a Deployment is required, the Contractor will be notified verbally (if possible) followed by the issue of a Work Order in accordance with clauses 21 or 22 of the Draft Contract. The Contractor must reflect this in its Standard Operating Procedures.
- 49.3 The Contractor must complete Deployment activities in accordance with the requirement specified in the Work Order and the minimum requirements set out in the Contract.
- 49.4 The Contractor must manage Deployments through the best and most appropriate form of transport, provided that it meets or exceeds the Deployment Priority Levels as advised by the Department in a Work Order. This should include the use of contingency routes and methods if environmental or other factors are likely to inhibit best methods of Deployment.
- 49.5 In extremely rare circumstances, Inventory may need to be deployed internationally to support Emergency response activities.
- 49.6 The Contractor must comply with all Laws, applicable regulatory and industry standards and requirements including regulations for transporting dangerous goods and cold chain when completing any Emergency activities or otherwise completing a Deployment.

50. Packing and Transportation of Pre-positioned Inventory (All Stages)

- 50.1 The Services set out in this section 50 are Directed Services.
- 50.2 The Department strategically pre-positions Inventory to several locations in each State and Territory across Australia including into the custody of State and Territory government departments. This is done to provide easier access to small quantities of Inventory and mitigate the risk of Deployment Failure.
- 50.3 During an Emergency where all available national holdings are required, the Department requires a solution that enables the timely pick-up and re-Deployment of Inventory.
- 50.4 Inventory is typically pre-positioned in low quantities (approximately 20-30 units) and is stored in capital cities only.
- 50.5 Tenderers should assume up to 2-3 pre-positioned sites in each State or Territory and that none of these sites possess the materials or knowledge to appropriately package or prepare Inventory for transportation in accordance with the Product Information.
- 50.6 For Transport Services where the movement of pre-positioned Inventory is required, the Contractor will be responsible for ensuring that the Inventory is packaged and transported as per contractual requirements and product information.

- 50.7 This service requirement relates to the urgent pick up and dispatch of Inventory during an Emergency. The Contractor must deliver this Directed Service in accordance with a Work Order issued by the Department pursuant to clauses 21 or 22 of the Draft Contract.
- 50.8 The Contractor will not be responsible for alerting storage sites to the requirement which will be undertaken by the Department. The Contractor must liaise with the pick-up contacts on site to arrange logistical requirements.

51. Domestic Transportation Timeframes (All Stages)

Note to Tenderers: Tenderers should clearly articulate their timeframes for the Deployment and transportation of Inventory during BAU and Emergency Stages for the Department's consideration. The Department will place a high priority on providers that can guarantee timely Deployment of Inventory whilst not compromising quality assurance and risk mitigation activities.

- 51.1 This requirement relates to the transportation or Deployment of Inventory to locations in domestic capital cities across Australia.
- 51.2 State and Territory governments are responsible for the transportation and/or Deployment of Inventory within a State or Territory (i.e. regional, rural or remote regions). It is the Department's responsibility to transport or Deploy Inventory to Nominated Delivery Centres within capital cities of Australia.

52. International Transportation Timeframes (All Stages)

- 52.1 This requirement relates to the transportation or Deployment of Inventory to locations outside Australia, predominantly the Asia-Pacific region.
- 52.2 In transporting Inventory to an overseas location, the Contractor must be able to successfully facilitate the transfer of Inventory through Customs and/or any other regulatory body to enable any export or import clearance requirements in such a way as to not prevent or inhibit the achievement of Deployment timeframes.

53. Incoming Inventory Customs Clearance

- 53.1 All Incoming Inventory Customs Clearance Services are Directed Services.
- 53.2 This service requirement relates to the facilitation of incoming Inventory from overseas suppliers into the Stockpile. This service requirement includes the:
- (a) validation of paperwork and information per shipment;
 - (b) facilitating and where possible, expediting the clearance of the incoming Inventory through Customs and any other legislative or regulatory requirements at the Australian border;
 - (c) coordinating and undertaking the pick-up and delivery of incoming Inventory from overseas on arrival in Australia to Warehousing Sites; and

- (d) managing enquiries from the Australian Border Force/Department of Home Affairs or other entities required to facilitate the transfer of Inventory into Australia.
- 53.3 The Contractor must manage Customs clearance in a timely manner so as not to unnecessarily delay the acceptance of Inventory into the Stockpile.

54. Licensing, Standards and Inventory Management Records (All Stages)

- 54.1 The Contractor must maintain relevant licences and authorisations for distribution and packing of Inventory.
- 54.2 The Department may request copies of licences and other verification documentation as appropriate and relevant at any time which the Contractor must provide.
- 54.3 All Transport arrangements must comply with manufacturers' instructions (particularly temperature control), Product Information, transportation for dangerous goods (if required), all relevant industry standards, regulations and guidelines including the:
- (a) TGA requirements including relevant sections of the Australian Code of Good Wholesaling Practice for Medicines in Schedules 2, 3, 4 and 8 (available at <https://www.tga.gov.au/publication/australian-code-good-wholesaling-practice-medicines-schedules-2-3-4-8>), including:
 - (i) Section 3: Personnel;
 - (ii) Section 4: Stock handling and stock control;
 - (iii) Section 5: Transport;
 - (iv) Section 6: Management of complaints, return of unused and/or damaged goods and product recalls;
 - (v) Section 7: Management of records, documentation and standard operating procedures;
 - (vi) Section 8: Cold chain medicines; and
 - (vii) Section 9: Security arrangements and procedures; and
 - (b) [National Vaccine Storage Guidelines: 'Strive for 5' \(Third Edition\)](#) (where relevant) (available at: <https://www.health.gov.au/resources/publications/national-vaccine-storage-guidelines-strive-for-5>)

55. Independent Auditors, Reviewers and the Annual Stocktake (All Stages)

- 55.1 For the duration of the Contract Period, the Contractor must have in place robust internal procedures and systems that give effect to transparent and accountable management of the Stockpile and its Inventory.

55.2 The Department will assess the Contractor's performance through a variety of audits and reviews including those set out in this section 55.

(a) Quality management and performance review activities

(i) The Department may contract independent auditors to conduct additional quality management activities with which the Contractor must comply, including for example to:

- (A) conduct additional ad hoc site visits of Contractor facilities to inspect and verify compliance with contractual requirements and Emergency preparedness activities; assets and capabilities
- (B) support the Department in assessing specific aspects of the Services such as Emergency response systems and temperature control monitoring and systems; and/or
- (C) support the Department in assessing the performance of other Inventory Management arrangements (i.e. with suppliers or State and Territory health departments) and to maintain oversight of the Contractor's management of this arrangement.

56. Stockpile Replenishment, Recovery and Review (Emergency: Stand-down Stage)

56.1 The Services set out in this section 56 are Directed Services.

56.2 If the Department issues a Work Order in accordance with clauses 21 or 22 of the Draft Contract, the Contractor must work with the Department and Other Contractors to return the Stockpile and its Inventory to a state of readiness to Deploy as directed by the Department. This may include pick-up of unused Inventory from Nominated Delivery Sites and support for replenishment activities to procure additional Inventory for the Stockpile.

57. Stockpile Review (Emergency: Stand-down Stage)

57.1 As part of the Emergency: Stand-down Stage, the Contractor must conduct a review of its performance during the Emergency covering all Emergency related stages of operation and documenting achievement of KPIs. Noting the variability in Deployment requirements i.e. one off Deployments versus sustained Emergency responses, the Contractor conducted review must be commensurate to the scale of the Emergency response activity throughout the three Emergency Stages. The Department will provide support for these review activities as required. Where major challenges and risks were identified or realised during the Emergency, the scale and depth of the review undertaken by the Contractor must be increased.

57.2 The Contractor must conduct the review in a manner consistent with the EMA Australian Emergency Management Handbook Series: Handbook 8 – Lessons Management (available at: <https://knowledge.aidr.org.au/media/1760/handbook-8-lessons-management-kh-final.pdf>).

57.3 The outcomes of the reviews (including reports) must be transparent to the Department and provided to the Department in the form of a Stand-down Report.

- 57.4 In conducting the review, the Contractor must consider and manage any conflict of interest issues. If, in the Department's reasonable opinion there is a risk of actual or perceived bias or conflict of interest, the Department may require external, independent evaluators be appointed to lead the review. Where the review identifies issues, the Contractor will be obliged to implement recommended changes (where appropriate).
- 57.5 In addition, the Department may contract external, independent evaluators to review either:
- (a) only the Contractor's performance during an Emergency; and/or
 - (b) the Contractor's performance as part of a broader Department or Australian Government response review.
- 57.6 The Contractor must participate in these review process as required by the Department.
- 57.7 The Contractor will be provided with an opportunity to provide feedback to the Department to improve its overarching management arrangements for the Stockpile and broader health Emergency response planning.
- 57.8 The review activity may continue after the completion of all Emergency Stages and/or the Contractor has returned to a BAU stage of operation.
- 57.9 Only Stockpile replenishment, recovery and review Services that relate to the management of incoming and outgoing Inventory are Directed Services.

58. IT System requirements (All Stages)

Note to Tenderers: The IT System supporting the management of the Stockpile is a critical component of the overarching requirement of the RFT. Tenderers should provide a comprehensive description of the IT infrastructure it proposes to use to support the Services set out in this Statement of Requirement including how the IT System will be supported and maintained throughout the Contract Period. The Department requires the capability to be in place from the Operation Commencement Date regardless of when a first Work Order may be issued (if any).

If the proposed solution cannot comply with a requirement, Tenderers should indicate if they can partly comply and to what extent and/or propose any workarounds or alternative solutions to enable the Department to achieve the desired functionality and system capability.

- 58.1 The Department will retain stewardship and ownership of all data relating to the Stockpile.
- 58.2 Tenderers should note the data protection provisions of the Draft Contract, including clauses 33 (Protection of Department Data) and 52 (Security).
- 58.3 IT System availability and performance must be managed and supported as appropriate for a critical Emergency management system. Tenderers should

provide as part of their response to this requirement, a description of proposed service levels for the Department's consideration.

- 58.4 The Contractor must ensure timely resolution of technical issues. During an Emergency Stage, the Contractor must ensure resolution of any technical issues is given the highest priority and resolved as soon as possible.
- 58.5 The Contractor must manage and keep up-to-date an IT System that as a minimum:
- (a) advises when dispatch has occurred;
 - (b) is able to provide real-time tracking capability of Inventory throughout the Deployment;
 - (c) advise when the Inventory has been deployed to the Nominated Delivery Centre or Warehousing Site.
- 58.6 The Contractor must support and maintain the IT System, including maintaining the confidentiality and integrity of the IT System, throughout the Contract Period, including through:
- (a) fixes, changes and upgrades; and
 - (b) software updates, security patches, new releases and other changes,
- to ensure the continued optimum performance of the IT System against the system service levels.
- 58.7 In addition, the IT System must:
- (a) allow authorised Departmental officers or their representatives to have access or otherwise be provided with up to date information on Inventory in real time;
 - (b) alert relevant Contractor personnel of necessary actions relating to Inventory, including temperature control alerts. Alerts must be able to be monitored to ensure appropriate action occurs in accordance with contractual requirements.
 - (c) be suitable to be accredited to the classification levels of PROTECTED in accordance with the PSPF. Requirements for an IT System at this security classification can be found at www.protectivesecurity.gov.au. Particular components Tenderers should consider in their response include:
 - (i) robust IT systems;
 - (ii) patching vulnerabilities;
 - (iii) strategies to mitigate cyber security incidents;
 - (iv) use of cloud services; and

- (v) access to information. **Information Security Registered Assessors Program assessment** The Contractor must successfully undergo an Information Security Registered Assessors Program (IRAP) assessment within 12 months of the Commencement Date. For more information on the IRAP assessment process, please go to <https://www.acsc.gov.au/infosec/irap/>.

59.2 Achieving system accreditation will enable and require the Contractor to:

- (a) identify the strengths and weaknesses of its IT System;
- (b) allow the Contractor to focus resources on the areas most at risk, and
- (c) highlight the Inventory Management System's security non-compliance with the PSPF and any associated residual risks.

59.3 The Department will engage an independent IRAP assessor who will assess the IT System to evaluate the implementation, appropriateness and effectiveness of the Contractor's system's security controls. This is achieved through two security assessment stages:

- (a) Stage 1 identifies security deficiencies which the system owner rectifies or mitigates; and
- (b) Stage 2 assesses the residual compliance.

59.4 The Contractor must participate fully in the IRAP process including the assessment by independent accredited IRAP assessors, as co-ordinated by the Department.

59.5 Every two years during the Contract Period, the Contractor may be required, at the Department's sole discretion, to undergo follow-up IRAP assessments to assess the Contractor's compliance with the outcomes of the original assessment. Tenderers should include in their Tender prices for the original and follow-up IRAP assessments.

59.6 The Contractor must comply with the associated government policy and security requirements including:

- (a) the Australian Government Protective Security Policy Framework; and
- (b) the Australian Government Information Security Manual.

60. Security Clearances

60.1 At all times from 30 June 2020, all Contractor Key Personnel with a central leadership, governance or Services coordination role or who have a role in planning and strategy development related to the Services, must have and maintain a security clearance at the NEGATIVE VETTING LEVEL 1 security classification level.

60.2 The Contractor must ensure that a sufficient number of its Personnel have and maintain this security clearance, including to enable the Department to share classified information during an Emergency.

- 60.3 Without limiting the foregoing, or any of the Contractor's obligations under the Contract, Contractor Personnel who do not hold an appropriate security clearance may be excluded from some activities or restricted from accessing briefing or other information materials.
- 60.4 All security clearances will be coordinated through the [Department of Defence Australian Government Security Vetting Agency \(AGSVA\)](#). As per AGSVA policy, an Australian Government agency must sponsor non-government personnel to obtain a security clearance. The Department will act as a sponsor for all Contractor related security clearances associated with the Contract. The Department will fund the fee cost of obtaining security clearances in the period prior to 30 June 2020. The Contractor will be responsible for paying for all security clearances required after 30 June 2020 (see clause 52.5 of the Draft Contract). Successful Tenderers must be prepared to commence security clearance processes immediately following Contract execution (if successful and selected as a Contractor).
- 60.5 All other Personnel who either have access to Inventory and/or IT System and/or have knowledge of the Contractor role in Stockpile requirements must undergo a police records check prior to commencing delivery of the Services and at least annually thereafter, with written reports (of organisational compliance) to be provided to the Department on request.
- 60.6 Tenderers should specify in their Tenders the security clearance status of nominated Key Personnel.

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61. Management and Governance Requirements (All Stages)

- 61.1 The Contractor must manage and perform all activities necessary to support the delivery of the Transport Services in accordance with the Contract:
- (a) by exercising professional standards of skill, care and diligence;
 - (b) in a manner that ensures the Transport Services delivered meet the requirements set out in this Statement of Requirement; and
 - (c) in a manner that ensures the Transport Services are delivered to a high standard.
- 61.2 The Contractor must have appropriate governance frameworks in place to escalate Transport Services related matters, with heightened governance during Emergencies to oversee quality delivery of the Transport Services and ensure a timely and appropriate response to issues or challenges that may arise in the delivery of the Contract arrangements.
- 61.3 The Contractor must liaise with the Department on a regular basis, particularly during Transition-In, Transition-Out and during Emergencies.
- 61.4 The Contractor must have management and governance structures that:
- (a) facilitate and allow for issues to be escalated and managed between the Contractor and the Department.
 - (b) ensure all risks are appropriately managed and responded to;
 - (c) support timely and pragmatic decision making;
 - (d) ensure transparency and accountability of Contractor activities; and
 - (e) provide oversight of transport coordination, issues and challenges.
- 61.5 The Contractor must ensure its internal governance arrangements incorporate a focus on quality management and the effective management of key risks and planning for Emergency situations.
- 61.6 The Department may convene meetings with the Contractor and Other Contractors for the purposes of:
- (a) considering broad policy and strategy for how the Services will be delivered, particularly during an Emergency and as part of Emergency preparedness planning;
 - (b) facilitating information sharing between Other Contractors (where appropriate);
 - (c) disseminating information on Emergencies, policy development and provide relevant briefings.

- 61.7 These meetings may be face-to-face or via teleconference. It is envisaged that at least one face to face meeting will be held in the first six months of the Contract Period and annually thereafter.
- 61.8 Further meetings will be at the Department's discretion, particularly during Emergencies.
- 61.9 Unless specified otherwise, all meetings will be in Canberra.
- 61.10 Collaboration between the Contractor and Other Contractors is required, particularly where they are likely to be required to perform Services in collaboration, such as Inventory Management Contractors and Transport Contractors.
- 61.11 The Department retains the capacity and authority to make any and all decisions regarding the Stockpile.
- 61.12 The management of the Contract will be conducted cooperatively through the governance structure, including the conduct of reviews of the Contractor's performance, change management activities and improvement initiatives and processes.
- 61.13 The Contractor must:
- (a) supply the Department with any documents and information in relation to the provision of the Transport Services, which are reasonably required by the Department.
 - (b) ensure that it provides Personnel to act as its representatives in the governance structure who:
 - (i) have the capacity, willingness and commitment to work cooperatively and effectively;
 - (ii) have appropriate qualifications, experience and delegated authority for the role required of the relevant representatives; and
 - (iii) are committed to providing the Department with high quality customer service and promptly attend to any matters or directions arising from the committees and governance structures as required of them;
 - (c) ensure that Personnel involved in the governance structure have sufficient authority and delegation to sanction activities and resource allocations or other requirements to effectively manage the Contractor's contractual obligations.
 - (d) appoint into the Contractor's internal governance structure appropriately experienced Subject Matter Experts (**SMEs**) in relevant aspects of the Transport Services to participate in the governance structures and support the activities of Specified Personnel. Key areas the SMEs may be appointed include:
 - (i) transport and logistics;

- (ii) pharmaceutical and therapeutic goods regulations and regulatory processes;
- (iii) Emergency and business continuity arrangements;
- (iv) IT;
- (v) risk and issues management; and
- (vi) quality assurance.

62. Key Personnel Training and Skill Development (All Stages)

Tenderers should detail in their Tenders how Key Personnel will be trained to maintain their skill set for relevant and/or specific Stockpile requirements, procedures and protocols including orientation and refresher training. This includes specialist training, such as regarding temperature control arrangements.

63. Stakeholder Engagement (All Stages)

In the course of performing the Transport Services, the Contractor will be required to engage with a range of Associated Parties including State and Territory government health departments, suppliers and Departmental representatives. Tenderers should outline how this will be managed and their proposed approach to stakeholder engagement.

64. Key Performance Indicators (All Stages)

- 64.1 All KPIs are to be assessed on a monthly basis and reported on a quarterly basis by the Contractor in accordance with the requirements and at the times specified at Table 7 unless otherwise specified by the Department.
- 64.2 The Contractor is required to provide evidence supporting achievement of KPIs.
- 64.3 The KPI report and supporting documentation provided by the Contractor will be assessed quarterly by the Department and/or its representatives and validated by an External Auditor.
- 64.4 The KPIs set out in the following table are the Department's minimum KPI requirements.

Table 7. Key Performance Indicators

Service Category	KPI 1. Deployment and Emergency Response Capability	KPI 2. IT and Security	KPI 3. Contract Management and Governance
<i>Performance Standards</i>	<p>That the Contractor successfully completes all Deployment activities (including Deployment Drills) and maintains the capability and capacity to respond to Emergencies.</p> <p>That the Contractor is available to complete Deployment and Emergency activities 24 hours a day, seven (7) days a week, 365 days a year.</p>	<p>That the information and integrity of the Stockpile as a national security asset is maintained.</p> <p>The Department and its independent auditors have assessed all IT Systems etc and determined that they comply with the security requirements in the Contract including each Work Order (if any).</p>	<p>That the Contractor meets all Contractual obligations and has in place robust and effective governance and quality assurance frameworks.</p>
<i>KPI Measurements</i>	<p>(a) 100% of Deployment activities are completed in accordance with the Statement of Requirement, Standard Operating Procedures, Directed Service Specifications and National Deployment and Emergency Management Plan.</p> <p>(b) No Inventory loss, damage or degradation.</p>	<p>(a) All relevant Key Personnel have a current security clearance or have submitted an application for a security clearance.</p> <p>(b) No identified or suspected breaches of security requirements related to personnel,</p>	<p>(a) 100% deliverables are submitted to the Department on time and to an acceptable standard.</p> <p>(b) SME and SES level equivalent sign off on all operational documents and contract deliverables.</p>

Service Category	KPI 1. Deployment and Emergency Response Capability	KPI 2. IT and Security	KPI 3. Contract Management and Governance
	<p>(c) All Deployment communication is acknowledged and responded to in less than five minutes, particularly the initial telephone call and/or email commencing the Deployment activity.</p>	<p>physical or information security.</p> <p>(c) No identified or suspected instances of fraud.</p> <p>(d) IT system (including hardware and software) is fully operational and available for use with 99% uptime for user availability 24 hours a day, 7 days a week, 365 days a year (excluding periods approved by the Department in writing when planned scheduled maintenance of software or hardware).</p>	

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Service Category	KPI 1. Deployment and Emergency Response Capability	KPI 2. IT and Security	KPI 3. Contract Management and Governance
<i>Examples of Evidence Used to Assess KPI Achievement</i>	(a) Telephone records (b) Email correspondence (c) Tracking information and documentation from the Contractor's operational systems (d) Nominated Delivery Centre confirmation and feedback (e) Any External Auditor or other insights.	None specified.	(a) Planning and reporting deliverables (b) Meeting records and papers (c) Evidence of SME and senior delegate sign off of deliverables.
<i>Period of Assessment</i>	Ongoing for the Contract Period commencing from the Operational Commencement Date	Ongoing for the Contract Period commencing from the Operational Commencement Date	Ongoing for the Contract Period commencing from the Operational Commencement Date

65. Fraud Management (All Stages)

- 65.1 The Contractor must have and maintain a Fraud Control Plan that deals with identified Fraud risks and provides a proactive approach to Fraud prevention, detection and response to incidences of suspected Fraud.
- 65.2 The Fraud Control Plan does not need to be specific to the Contract but must contain:
- (a) identified Fraud risks;
 - (b) mechanisms for identifying new and emerging Fraud risks, including the mechanism for receiving allegations of Fraud from both internal and external sources to the Contractor;
 - (c) detailed procedures for responding to reports of Fraud including investigation and/or referral processes;
 - (d) procedures for preventing the incidents of Fraud such as through the provision of Fraud awareness training, sound governance processes, audit and review processes and effective feedback processes;
 - (e) mechanisms for informing the Department of incidences of Fraud and how it was addressed (note that all incidences of bribery, corruption and foreign bribery must be reported to the Department's Fraud Control Section;
 - (f) requirements for the engagement of external investigators; and
 - (g) all documentation/templates necessary to ensure that all reports, statements, evidence and records related to fraud prevention, detection, investigation and response meet the requirements of the Department and of Law.
- 65.3 The Contractor must ensure that any reports of information produced in accordance with the Fraud Control Plan are accurate and do not include any false or misleading information.
- 65.4 The Contractor must provide the Fraud Control Plan to the Department upon request by the Department. The Fraud Control Plan does not require Approval by the Department.

66. Risk Management and Business Continuity (All Stages)

- 66.1 Risk management is essential to Stockpile management.
- 66.2 The Stockpile itself exists as a risk mitigation tool to offset supply chain disruptions and challenges to securing the national supply during Emergencies. This coupled with the challenges of operating in Emergency situations increase the importance of robust risk management practices during BAU.

- 66.3 The Contractor must work to manage the risks associated with the Services and support the Department in managing Stockpile related risks associated with the Transport Services.
- 66.4 All Contractor business continuity planning and management must adopt an all hazards approach. The all hazards approach requires Emergency planners and responders to consider all sources of risk. The all hazards approach recognises that while Emergencies are unpredictable, a range of activities can be implemented to reduce the impact of these on business arrangements. Given the purpose of the Contractor is to operate in exactly this kind of environment, it is appropriate and a requirement that the Contractor has sophisticated business continuity planning arrangements in place.
- 66.5 The Contractor must have in place for the Contract Period appropriate business continuity and other supportive arrangements to enable the continued delivery of the Transport Services as required by the Department.
- 66.6 The Contractor must develop and maintain an Organisational Level Business Continuity Plan. It is highly desirable that the Contractor routinely tests its Business Continuity Plan and supporting arrangements and makes the outcomes transparent to the Department, where relevant and appropriate.

67. Key Personnel (All Stages)

Note to Tenderers: Tenderers should propose a competent, cohesive, collaborative team that will be capable of delivering the Transport Services that may be required under the Draft Contract and any Work Order.

- 67.1 The Contractor must provide the Department with a means to communicate with the Contractor to advise of Directed Service requirements. These contacts must be available 24 hours a day, seven (7) days a week, 365 days a year.
- 67.2 The Contractor must maintain a suitably qualified staffing contingent, including back-up and surge capacity to enable up scaling of Emergency requirements. These back-up and surge capacity Key Personnel must meet the requirements for Key Personnel, including security clearances set out in clause 52.5 of the Draft Contract.

68. Planning, Reporting and Deliverables (All Stages)

- 68.1 The Tenderer must submit draft planning deliverables as specified in Table 8 as part of its Tender for evaluation by the Department.

Table 8. Tenderer Planning Deliverables

Planning Deliverable	Minimum Contents	Minimum Frequency of Submission during BAU Stage	Minimum Frequency of Submission during Emergency Stages
Transition-In Plan	As outlined in section 40 of Part C of this Statement of Requirement.	Implementation to commence within six weeks of the Commencement Date.	N/A
Business Continuity Plan	<ul style="list-style-type: none"> • Organisation Level Business Continuity Plan only, does not need to be drafted exclusively for the Draft Contract. • To document preparations and planning in order to meet business continuity requirements (as outlined in Part C of this Statement of Requirement) 	<p>To be Approved by the Department prior to the commencement of Stage 2 Transition-In.</p> <p>Revised Business Continuity Plan to be submitted annually or on request from the Department for the duration of the Contract Period.</p>	As requested. Within no more than one week of request for Deliverable.
National Deployment/ Emergency Management Plan	<ul style="list-style-type: none"> • The National Deployment and Emergency Management Plan must outline how the Contractor would manage and deliver the Services in an Emergency. <ul style="list-style-type: none"> ◦ Content to reflect the EMA Emergency Planning Manual Number 43 (available at: https://knowledge.aidr.org.au/media/1968/manual-43-emergency-planning.pdf). • The National Deployment and Emergency Management Plan must include specific content regarding: 	<p>To be Approved by the Department before the commencement of Stage 2 Transition-In.</p> <p>Revised National Deployment and Emergency Management Plans to be submitted annually or on request from the Department.</p>	Annually or as requested. Within no more than one week of request for Deliverable.

Planning Deliverable	Minimum Contents	Minimum Frequency of Submission during BAU Stage	Minimum Frequency of Submission during Emergency Stages
	<ul style="list-style-type: none"> ○ breakdown of key steps in the Deployment process and timings attached to each step; ○ information regarding procedures and standards relevant to the Deployment process; ○ communications and stakeholder Engagement; ○ approach to managing specialist Deployment requirements such as temperature control and handling of dangerous goods; ○ approach to quality management during Emergencies; ○ Emergency specific management and governance arrangements (including where appropriate supporting documentation such as terms of reference for committees); ○ overview of roles and responsibilities (for the Contractor and Key Personnel) including decision making and delegation powers; and ○ analysis of resources, Services and systems involved in giving effect of Deployment activities. 		
Risk Management Plan	<ul style="list-style-type: none"> ● Analysis of all Contractor related risks including strategic, operational and tactical risks against both BAU and Emergency requirements. ● Risk register. 	To be Approved by the Department before the commencement of Stage 2 Transition-In.	Within no more than one week of request for Deliverable.

Planning Deliverable	Minimum Contents	Minimum Frequency of Submission during BAU Stage	Minimum Frequency of Submission during Emergency Stages
	<ul style="list-style-type: none"> Assessment of the likelihood and consequence of risks eventuating. Description of all risk mitigations and controls in place. Consideration of risk tolerance and acceptance based on risk mitigations. 	Revised Risk Management Plan to be submitted annually or on request from the Department.	

68.2 The Contractor must submit the following Deliverables as specified in Table 9 to the Department at the times specified in the Table 9.

68.3 The Approval Requirements are that the Department Representative confirms that the Documentation submitted is:

- (a) of acceptable quality, including accurate and fit for its intended purpose; and
 - (b) meets Contract requirements (including meeting the 'Minimum Contents' set out in the tables above),
- to the satisfaction of the Department.

Table 9. Contractor Reporting Deliverables

Reporting Deliverable	Minimum Contents	Minimum Frequency of Submission during BAU Stage	Minimum Frequency of Submission during Emergency Stages
Key Performance Indicator (KPI) Reports	<ul style="list-style-type: none"> Evidence to support the achievement of the KPI's under the Contract including but not limited to: <ul style="list-style-type: none"> temperature data from warehousing facilities Annual Stocktake Report Inventory Management Audit spot checks IT System Copies of warehousing licences and the results of other audits such as TGA Inspection reports 	Quarterly	Quarterly
National Deployment /Emergency Management Plan	<ul style="list-style-type: none"> The National Deployment and Emergency Management Plan must outline how the Contractor would manage and deliver the Services in an Emergency. <ul style="list-style-type: none"> Content to reflect the EMA Emergency Planning Manual Number 43 (available at: https://knowledge.aidr.org.au/media/1968/manual-43-emergency-planning.pdf). The National Deployment and Emergency Management Plan must include specific content regarding: <ul style="list-style-type: none"> breakdown of key steps in the Deployment process and timings attached to each step; 	<p>To be Approved by the Department prior to the commencement of Stage 2 Transition-In.</p> <p>Revised Business Continuity Plan to be submitted annually or on request from the Department for the duration of the Contract Period.</p>	Annually or as requested. Within no more than one week of request for Deliverable.

Reporting Deliverable	Minimum Contents	Minimum Frequency of Submission during BAU Stage	Minimum Frequency of Submission during Emergency Stages
	<ul style="list-style-type: none"> ○ information regarding procedures and standards relevant to the Deployment process; ○ communications and stakeholder Engagement; ○ approach to managing specialist Deployment requirements such as temperature control and handling of dangerous goods; ○ approach to quality management during Emergencies; ○ Emergency specific management and governance arrangements (including where appropriate supporting documentation such as terms of reference for committees); ○ overview of roles and responsibilities (for the Contractor and Key Personnel) including decision making and delegation powers; and ○ analysis of resources, Services and systems involved in giving effect of Deployment activities. 		

Reporting Deliverable	Minimum Contents	Minimum Frequency of Submission during BAU Stage	Minimum Frequency of Submission during Emergency Stages
Post Emergency Review (Emergency: Stand-down Only)	<ul style="list-style-type: none"> Summary listing of lessons learned and relevant recommendations for control and process improvements. 	N/A	<p>At the Department's request.</p> <p>Timeframes for the submission of this deliverable to be negotiated but should be no greater than 30 calendar days after the relevant Emergency as indicated by the transition to the Emergency: Stand-down Stage.</p>

PART D – COLLABORATIVE ISSUES MANAGEMENT

69. Rationale for a formalised approach to issues management

- 69.1 From time to time, given the nature of the Services and Emergency requirements, it is foreseeable that issues may occur that result in challenges to the successful delivery of the Services.
- 69.2 This section of the Statement of Requirement reflects a recognition that whilst these may occur, every reasonable and appropriate effort can and must be made by the Contractor to correct and remediate these issues in a timely and high quality manner.
- 69.3 The following sections reflect some of the more likely issues that may arise, but is not exhaustive. The Contractor will be required to work with the Department to address and remediate other issues that have or may prevent or impact the successful delivery of the Services.
- 69.4 The inclusion of this section in the Statement of Requirement and any subsequent Contract, is to provide transparency and guidance to both Parties on expectations and requirements under these circumstances.

70. Inventory Recall

- 70.1 From time to time, Suppliers may issue a recall which will require action from the Contractor.
- 70.2 The Contractor must have and act in accordance with a recall procedure that complies with the Australian Code of Good Wholesaling Practice for Medicines in Schedules 2, 3, 4 and 8. This recall procedure must cover:
- (a) the appointment of a Key Personnel in charge of expediting and managing the recall;
 - (b) a description of how the Inventory can be traced within the stock control system;
 - (c) quarantine arrangements for recalled Inventory;
 - (d) record keeping, including any distribution lists; and
 - (e) communication arrangements with the Department and the Contractor (as appropriate).
- 70.3 The Contractor must continue to comply with the relevant requirements of the Statement of Requirement.

71. Temperature Excursions

- 71.1 The Stockpile is an asset of strategic importance and significant financial value. The Contractor must implement and maintain appropriate Inventory and quality

management processes and procedures to ensure high quality and efficient management of the Stockpile, including collating, storing, and providing to the Department upon request sufficient data and other records to demonstrate that product integrity has been maintained whilst Inventory is in the Contractor's care, custody or control. These systems must comply with industry standards.

- 71.2 The Contractor is required to prevent any loss, degradation or damage to Inventory whilst in its care, custody or control. No Inventory that is suspected of or actually degraded or damaged (including any Inventory that has been quarantined under section 71.4) can be Deployed or otherwise distributed to Nominated Delivery Centres.
- 71.3 The Contractor must have the infrastructure, systems, protocols and any other resources necessary to facilitate the timely identification, analysis and reporting of temperature excursions in accordance with the requirements set out in the Statement of Requirement.
- 71.4 Where Inventory is lost, degraded or damaged or suspected by the Contractor of being lost, degraded or damaged, the Contractor must immediately notify the Department on discovery and, unless the affected Inventory is lost, quarantine the affected Inventory until the Contractor is notified by the Department as to how the Inventory should be managed. Without limitation to any other rights or remedies of the Department, the Contractor must work with the Department and relevant stakeholders (for example, Suppliers) to assess product viability and implement appropriate remedial action including disposal of damaged Inventory and procurement of replenished Inventory at no additional cost for the work effort.
- 71.5 Any temperature excursion (being where an item of Inventory is exposed to temperatures that are outside the temperature specifications for that item of Inventory in the Product Information) that occurs whilst an item of Inventory is in the Contractor's control or custody must be:
- (a) reported to the Department by the Contractor on discovery by the Contractor, with the written correspondence to include raw temperature data for the Department's analysis;
 - (b) investigated by the Contractor to determine the cause of the temperature excursion with a report containing the following information, to be submitted by the Contractor to the Department within a maximum of five Business Days after the relevant event:
 - (i) general information regarding the temperature excursion such as the date and time;
 - (ii) assessment of the affected Inventory;
 - (iii) advice regarding the cause of the temperature excursion;
 - (iv) advice as to the immediate threat to the Inventory and any necessary steps proposed to reduce this risk;

- (v) confirmation of which Inventory has or has not been compromised (including what Inventory is suspected of being compromised); and
- (vi) confirmation affected Inventory has been quarantined.

71.6 If:

- (a) there is a temperature excursion (being where an item of Inventory is exposed to temperatures that are outside the temperature specifications for that item of Inventory in the Product Information); or
- (b) the Contractor fails to provide sufficient evidence (including gaps in temperature data) to confirm the Inventory has been managed in accordance with Product Information to enable the Department to assess product integrity, efficacy and safety,

the Department may assess the item of Inventory as being unsafe and damaged and may dispose of, or require the Contractor to dispose of, the affected Inventory and, without limitation to any other rights or remedies of the Department, the Contractor shall be liable for the loss of that item of Inventory.

72. Deployment Failure

Note to Tenderers: This section relates to the handling of Deployment Failures that are caused by the Contractor or its Subcontractors, not those caused by the Department or Other Contractors.

72.1 Where a Deployment Failure occurs or is suspected of occurring during an Emergency, the Contractor must:

- (a) notify the Department as soon as practicable of the Deployment Failure;
- (b) where Inventory is compromised or suspected of being compromised (either by the Contractor or an Other Contractor), the Contractor must not deliver this Inventory to the Nominated Delivery Centre;
- (c) prepare a report to the Department's satisfaction how the Contractor proposes to rectify and mitigate future reoccurrence of the Deployment Failure including how it proposes to immediately implementing rectifying action;
- (d) take immediate action to plan and prepare to Deploy contingency Inventory in consultation with the Other Contractors and the Department; and
- (e) keep the Department updated (as required by the Department from time to time) until the Deployment Failure has been rectified in full and to the satisfaction of the Department.

- 72.2 If there is a Deployment Failure (including as part of a Deployment Drill), the Contractor must within five Business Days, unless otherwise agreed to by the Department, submit a draft Deployment Failure remediation plan (**draft Deployment Failure Remediation Plan**). The draft Deployment Failure Remediation Plan must include:
- (a) assessment of all of the causal factors that contributed to the Deployment Failure;
 - (b) proposed remediation plan to address the issues identified including how the success of these activities in addressing the causal factors and Deployment Failure will be assessed;
 - (c) timeframes for the implementation of the remediation activities and testing/validation activities; and
 - (d) how the success of the remediation activities in addressing the causal factors of the KPI Failure will be evaluated/measured.
- 72.3 The draft Deployment Failure Remediation Plan is subject to the Department's Approval and once Approved by the Department becomes the Deployment Failure Remediation Plan (**Deployment Failure Remediation Plan**). Without limitation to or affecting any other rights or remedies of the Department, the Contractor must, within the timeframes and in the manner specified in the Deployment Failure Remediation Plan, rectify the relevant Deployment Failure.
- 72.4 Within five Business Days of implementation of the Deployment Failure Remediation Plan, the Contractor must submit a Deployment Failure Remediation Report (**Deployment Failure Remediation Report**) for the Department's consideration.
- 72.5 On submission of the Deployment Failure Remediation Report, the Department may choose to conduct an audit or other review activity for any specific issue identified during the Deployment Drill, including temperature control, management practices or staff training, with which the Contractor must comply.
- 72.6 Following any Deployment Failure, including those caused by an Other Contractor, the Department, without affecting any other rights or remedies it may have, may choose to conduct an additional Deployment Drill and/or require the Contractor to participate in a repeat Deployment Drill that matches the Deployment Drill that was a Deployment Failure or is largely comparable to the scenario where the Deployment Failure occurred at no cost to the Department.
- 72.7 Unless specified otherwise or agreed in writing between the Parties, any and all repeat or additional Deployment Drills (those specified above) will be undertaken by the Contractor;
- (a) at no cost to the Department where the Deployment Failure is caused by the Contractor and/or its Subcontractors;

- (b) at the cost of the Department where the Deployment Failure is caused by the Department or Other Contractors.

73. KPI Failure

73.1 If in compiling a quarterly KPI report, or at any stage:

- (a) the Contractor; and/or
- (b) the Department,

considers that the Contractor has failed to meet a KPI measurement relating to a KPI (**KPI Failure**) the Contractor must, without limitation to or otherwise affecting the rights or remedies of the Department, submit a draft KPI Failure remediation plan (**draft KPI Failure Remediation Plan**) within ten business days for the Department's Approval.

73.2 The draft KPI Failure Remediation Plan is subject to the Department's Approval and once Approved by the Department becomes the KPI Failure Remediation Plan (**KPI Failure Remediation Plan**).

73.3 The Contractor must, without limitation to or affecting any other rights or remedies of the Department in relation to a non-compliance, within the timeframes and in the manner specified in the KPI Failure Remediation Plan rectify the relevant KPI Failure.

73.4 The Contractor must submit a KPI Failure remediation report (**KPI Failure Remediation Report**) for the Department's consideration.

73.5 On submission of the KPI Failure Remediation Report, the Department may choose to conduct an audit or other review activity for any specific issue identified during the KPI Failure, for example, temperature control, management practices or staff training, with which the Contractor must comply.

73.6 The process of remediation activities will be repeated until the Department is satisfied (acting reasonably) that the Contractor has met the relevant KPI in accordance the contractual obligations and has rectified the cause of the KPI Failure.

73.7 A KPI Failure Remediation Plan and KPI Failure Remediation Report will not be required if the sole cause of the KPI Failure is a Deployment Failure and the Contractor has already submitted a Deployment Failure Remediation Plan and Deployment Failure Remediation Report in accordance with the requirements at sections 72.3 and 72.4 for that Deployment Failure.

ATTACHMENT A: FORECAST INVENTORY HOLDINGS FOR 30 JUNE 2020

Note to Tenderers: This Part is relevant to both Inventory Management Services and Transport Services.

Category	Product	Expiry Date	State	Equiv Pallets	Total Items	Storage / Handling Requirements
Pharmaceutical	Product 1	31/08/2023	NSW	2	167	Cold Storage. <-15° C
Pharmaceutical	Product 2	7/10/2020	NSW	1	2,178	Cold Storage. 2 to 8° C
Pharmaceutical	Product 2	19/01/2022	NSW	1	2,200	Cold Storage. 2 to 8° C
Pharmaceutical	Product 3	31/08/2021	NSW	2	190	Cold Storage. <-15° C
Pharmaceutical	Product 4	30/07/2020	NSW	4	58,200	Ambient Controlled. 15 to 30°C
Pharmaceutical	Product 4	30/07/2020	NSW	4	56,840	Ambient Controlled. 15 to 30°C
Pharmaceutical	Product 4	30/07/2020	NSW	4	58,200	Ambient Controlled. 15 to 30°C
Pharmaceutical	Product 4	30/07/2020	NSW	4	55,485	Ambient Controlled. 15 to 30°C
Pharmaceutical	Product 5	31/12/2020	NSW	1	790	Ambient Controlled. 15 to 30°C
Pharmaceutical	Product 5	31/03/2022	NSW	4	8,070	Ambient Controlled. 15 to 30°C
Medical Equipment	Product 6	31/12/2027	NSW	1	6	Ambient Controlled. 15 to 30°C
Medical Equipment	Product 6	31/12/2028	NSW	1	100	Ambient Controlled. 15 to 30°C
Pharmaceutical	Product 7	31/10/2020	NSW	1	159	Ambient Controlled. 15 to 30°C
Pharmaceutical	Product 8	10/02/2022	NSW	1	50	Ambient Controlled. 15 to 30°C
Pharmaceutical	Product 8	28/02/2022	NSW	2	500	Ambient Controlled. 15 to 30°C

Pharmaceutical	Product 8	30/09/2023	NSW	194	892,208	Ambient Controlled. 15 to 30°C
Pharmaceutical	Product 8	31/12/2023	NSW	26	203,464	Ambient Controlled. 15 to 30°C
Pharmaceutical	Product 8	30/04/2024	NSW	65	328,730	Ambient Controlled. 15 to 30°C
Pharmaceutical	Product 8	31/05/2024	NSW	73	573,366	Ambient Controlled. 15 to 30°C
Pharmaceutical	Product 8	31/07/2026	NSW	1	1,582	Ambient Controlled. 15 to 30°C
Pharmaceutical	Product 8	30/09/2026	NSW	1	22	Ambient Controlled. 15 to 30°C
Pharmaceutical	Product 8	1/11/2026	NSW	55	249,950	Ambient Controlled. 15 to 30°C
Pharmaceutical	Product 8	17/10/2026	NSW	59	400,000	Ambient Controlled. 15 to 30°C
Pharmaceutical	Product 8	17/01/2027	NSW	59	403,000	Ambient Controlled. 15 to 30°C
Pharmaceutical	Product 8	28/02/2027	NSW	1	3,407	Ambient Controlled. 15 to 30°C
Pharmaceutical	Product 8	31/03/2027	NSW	1	4,513	Ambient Controlled. 15 to 30°C
Pharmaceutical	Product 8	30/11/2027	NSW	249	1,190,152	Ambient Controlled. 15 to 30°C
Pharmaceutical	Product 9	30/11/2023	NSW	4	24,650	Ambient Controlled. 15 to 30°C
Pharmaceutical	Product 10	31/08/2022	NSW	1	300	Ambient Controlled. 15 to 30°C
Pharmaceutical	Product 11	30/11/2021	NSW	1	2,000	Ambient Controlled. 15 to 30°C
PPE	Product 12	31/05/2023	NSW	3	16,200	Ambient Controlled. 15 to 30°C

PPE	Product 12	30/06/2022	NSW	78	421,200	Ambient Controlled. 15 to 30°C
PPE	Product 12	30/06/2023	NSW	14	65,160	Ambient Controlled. 15 to 30°C
PPE	Product 12	31/07/2022	NSW	155	837,000	Ambient Controlled. 15 to 30°C
PPE	Product 12	31/07/2023	NSW	77	383,040	Ambient Controlled. 15 to 30°C
PPE	Product 12	31/08/2022	NSW	138	745,200	Ambient Controlled. 15 to 30°C
PPE	Product 12	31/08/2023	NSW	66	328,320	Ambient Controlled. 15 to 30°C
PPE	Product 12	30/09/2022	NSW	92	496,800	Ambient Controlled. 15 to 30°C
PPE	Product 12	30/09/2023	NSW	10	49,680	Ambient Controlled. 15 to 30°C
PPE	Product 12	31/10/2022	NSW	87	469,800	Ambient Controlled. 15 to 30°C
PPE	Product 12	30/11/2022	NSW	71	373,080	Ambient Controlled. 15 to 30°C
PPE	Product 12	31/12/2022	NSW	12	64,800	Ambient Controlled. 15 to 30°C
PPE	Product 12	31/01/2023	NSW	7	50,400	Ambient Controlled. 15 to 30°C
PPE	Product 12	28/02/2023	NSW	6	28,800	Ambient Controlled. 15 to 30°C
PPE	Product 12	31/05/2023	NSW	10	72,000	Ambient Controlled. 15 to 30°C
PPE	Product 12	30/06/2023	NSW	52	374,160	Ambient Controlled. 15 to 30°C
PPE	Product 12	31/07/2023	NSW	62	435,720	Ambient Controlled. 15 to 30°C

PPE	Product 12	31/08/2023	NSW	111	853,320	Ambient Controlled. 15 to 30°C
PPE	Product 12	31/08/2023	NSW	3	21,600	Ambient Controlled. 15 to 30°C
PPE	Product 12	31/08/2023	NSW	5	172,800	Ambient Controlled. 15 to 30°C
PPE	Product 12	31/07/2020	NSW	23	147,200	Ambient Controlled. 15 to 30°C
PPE	Product 12	31/08/2020	NSW	17	104,000	Ambient Controlled. 15 to 30°C
PPE	Product 12	31/07/2020	NSW	45	288,000	Ambient Controlled. 15 to 30°C
PPE	Product 12	31/08/2020	NSW	580	3,712,000	Ambient Controlled. 15 to 30°C
PPE	Product 13	31/03/2022	NSW	187	99,690	Ambient Controlled. 15 to 30°C
PPE	Product 14	N/A	NSW	1	4,500	Ambient Controlled. 15 to 30°C
Medical Equipment	Product 15	N/A	NSW	1	15	Ambient Controlled. 15 to 30°C
Medical Equipment	Product 16	N/A	NSW	1	14	Ambient Controlled. 15 to 30°C
Medical Equipment	Product 17	N/A	NSW	1	278	Ambient Controlled. 15 to 30°C
Medical Equipment	Product 17	N/A	NSW	1	9,600	Ambient Controlled. 15 to 30°C
Medical Equipment	Product 18	N/A	NSW	1	143	Ambient Controlled. 15 to 30°C
				2,740	15,144,999	

Estimated New Procurements

Pharmaceutical	Product 8	Unknown	NSW	400	1,013,404	Ambient Controlled. 15 to 30°C
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PPE	Product 12	Unknown	NSW	700	4,000,000	Ambient Controlled. 15 to 30°C
				1100	5,013,404	

PPE	Product 12	30/06/2022	VIC	67	362,400	Ambient Controlled. 15 to 30°C
PPE	Product 12	31/07/2022	VIC	97	517,800	Ambient Controlled. 15 to 30°C
PPE	Product 12	31/08/2022	VIC	10	54,000	Ambient Controlled. 15 to 30°C
PPE	Product 12	30/09/2022	VIC	71	383,400	Ambient Controlled. 15 to 30°C
PPE	Product 12	31/10/2022	VIC	42	226,800	Ambient Controlled. 15 to 30°C
PPE	Product 12	30/11/2022	VIC	50	270,000	Ambient Controlled. 15 to 30°C
PPE	Product 13	31/03/2022	VIC	118	61,920	Ambient Controlled. 15 to 30°C
PPE	Product 14	N/A	VIC	39	469,200	Ambient Controlled. 15 to 30°C
Medical Equipment	Product 19	N/A	VIC	2	484,000	Ambient Controlled. 15 to 30°C
				496	2,829,520	

Western Australia

PPE	Product 13	31/03/2022	WA	34	18,360	Ambient Controlled. 15 to 30°C
				34	18,360	

Total Estimated Unit and Pallet Quantities	4,370	23,006,283
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