



Australian Government

Department of Health

REQUEST FOR TENDER FOR THE PROVISION OF THE NATIONAL BEST PRACTICE UNIT FOR TACKLING INDIGENOUS SMOKING

ISSUED BY THE AUSTRALIAN GOVERNMENT DEPARTMENT OF HEALTH

Health/010/1516

Lodgement Closing Time: 2.00pm (local time in Canberra, ACT)

Tuesday 1 September 2015

PLEASE NOTE:

- **Tenders must be lodged electronically via AusTender (see clause 7)**
- **Tenders should be lodged in the format described in clause 9.**

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

Commonwealth contact:

NBPU Project Officer, IndigenousTobacco@health.gov.au

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

1. REQUEST FOR TENDER

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

- (a) Part 1 – Overview, background, services specifications and tender lodgement
- (b) Part 2 – Information to be provided by Tenderers
- (c) Part 3 – Evaluation of Tenders
- (d) Part 4 – Conditions of Tendering
- (e) Part 5 – Glossary
- (f) Schedule 1 – Statement of Requirement
- (g) Schedule 2 – Tenderer Declaration
- (h) Schedule 3 – Tenderer Response Information
- (i) Schedule 4 – Statement of Non-Compliance
- (j) Schedule 5 – Pricing Schedule
- (k) Schedule 6 – Indigenous Participation Plan Template Response Form
- (l) Schedule 7 – Draft Contract

1.2 Tenderers' attention is also drawn to the:

- (a) Conditions for Participation set out in clause 11;
- (b) Minimum Content and Format Requirements set out in clause 12; and
- (c) Essential Requirements set out in clause 13.

2. THE DEPARTMENT

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

2.2 This procurement is being conducted in support of the Department's aim to improve health outcomes for Aboriginal and Torres Strait Islander people.

3. SERVICES THE DEPARTMENT REQUIRES

- 3.1 The Department is seeking Tenders for the following Services:
- 3.2 The Department of Health requires the services of an organisation (or consortium) to support the implementation and ongoing delivery of the Tackling Indigenous Smoking (TIS) Activity nationally. The successful organisation will be referred to as the National Best Practice Unit (NBPU) for TIS. The NBPU will be instrumental in supporting the implementation of an outcomes-focused approach to the TIS Activity. The detailed specifications and requirements for the Services are set out at Schedule 1 - Statement of Requirement. The Department proposes to engage the successful Tenderer to provide the Services in accordance with the Draft Contract set out in Schedule 7.

4. RFT TIMETABLE

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

Activity	Timing
Release of RFT	27 July 2015
Enquiry Cut-Off Date	COB 25 August 2015
Closing Time	1 September 2015
Negotiation with preferred Tenderer(s)	September 2015
Execution of Contract with successful Tenderer	Oct-November 2015
Notification of unsuccessful Tenderers	November 2015
Commencement of Services	Nov-December 2015

5. ENQUIRIES ABOUT THIS RFT

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

Name:	NBPU Project Officer
Title:	N/A
Email:	IndigenousTobacco@health.gov.au

- 5.2 The Department will provide answers to any reasonable enquiry from a prospective Tenderer that is received by the Department before the Enquiry Cut-Off Date set out in clause 4, in which case:

- (a) questions and related answers may be disclosed to all prospective Tenderers via AusTender (without disclosing the source of the questions); and
 - (b) any Tenderer Confidential Information contained in a question (that is expressly nominated as such by the relevant Tenderer and agreed to by the Department) will be removed prior to disclosure on AusTender.
- 5.3 All communications related to this RFT should be addressed to the Contact Officer (via the contact details specified above) and not to other Departmental officers or other persons. A Tenderer who communicates other than to the Contact Officer may be excluded from participating further in this RFT process.

6. **AUSTENDER, THE AUSTRALIAN GOVERNMENT TENDER SYSTEM**

- 6.1 AusTender is the Australian Government's procurement information system. Access to and use of AusTender is subject to terms and conditions. In participating in this RFT process, Tenderers must comply with those terms and conditions and any applicable instructions, processes, procedures and recommendations as advised on the [AusTender website](#).
- 6.2 All queries and requests for technical or operational support must be directed to:
- AusTender Help Desk
- Telephone: 1300 651 698
- International: +61 2 6215 1558
- Email: tenders@finance.gov.au
- 6.3 The AusTender Help Desk is available between 9am and 5pm ACT local time, Monday to Friday (excluding ACT and national public holidays).

7. **ELECTRONIC LODGEMENT**

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

8. **TENDER CLOSING TIME AND DATE**

- 8.1 Tenders must be lodged before **2pm**, local time in the ACT on **1 September (the Closing Time)**.
- 8.2 The Closing Time will also be displayed in the relevant AusTender webpage together with a countdown clock that displays in real time the amount of time left until Closing Time (For more information please see AusTender Terms of Use).

For the purposes of determining whether a Tender has been lodged before the Closing Time, the countdown clock will be conclusive.

9. **PREPARING TO LODGE A TENDER**

Tender File Formats, Naming Conventions and Sizes

- 9.1 The Department will accept Tenders lodged in Microsoft Word 2010 (or above), Microsoft Excel 2010 (or above) or PDF format v10 (or above).
- 9.2 The Tender file name/s should:
 - (a) incorporate the Tenderer's company name; and
 - (b) reflect the various parts of the bid they represent, where the Tender comprises multiple files.
- 9.3 Tender response files should not exceed a combined file size of 5 megabytes per upload.
- 9.4 Tenders must be completely self-contained. No hyperlinked or other material may be incorporated by reference.

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

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

PART 2 – INFORMATION TO BE PROVIDED BY TENDERERS

11. CONDITIONS FOR PARTICIPATION

- 11.1 Subject to clause 12.2, if the Department considers that a Tenderer does not satisfy all of the following Conditions for Participation, that Tender will be excluded from further consideration under this RFT:

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

12. MINIMUM CONTENT AND FORMAT REQUIREMENTS

- 12.1 Subject to clause 12.2, if the Department considers that a Tender does not satisfy all of the following Minimum Content and Format Requirements, that Tender will be excluded from further consideration under this RFT:

Item	Minimum Content and Format Requirements
1	The Tender must be in English and measurements must be expressed in Australian legal units of measurement.
2	The Tender must include a completed, signed and scanned Tenderer Declaration in the form at Schedule 2.
3	Tenderers must substantially complete and submit the Pricing Schedule in Schedule 5 in accordance with the instructions provided in Schedule 5.
4	The Tenderer must include an Indigenous Participation Plan in its Tender.

- 12.2 Without limiting the Department's other rights in this RFT, the Department may, in its sole and absolute discretion, allow the Tenderer to correct any error of form in a Tender that appears to be unintentional, by lodging a correction or additional information, in writing in accordance with the direction of the Department.
- 12.3 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.

13. ESSENTIAL REQUIREMENTS

- 13.1 If the Department considers that a Tenderer does not satisfy all of the following Essential Requirements, that Tender will be excluded from further consideration under this RFT:

Item	Essential Requirements
1	The Tenderer must offer to provide all the Services described in this RFT.

- 13.2 Notwithstanding the use of the words "must", "shall", "minimum", "required to" or similar language or anything to the contrary in Statement of Requirement or elsewhere in this RFT, there are no other Essential Requirements for this RFT besides those set out in the table above (if any).

14. FORMAT OF TENDERS

- 14.1 Tenders should be completed in accordance with Schedule 3, noting the following:
- (a) all applicable information should be provided in response to the information requirements set out in Schedule 3;
 - (b) where a response to a particular requirement is covered in another section of the Tender, a cross reference to that section should be provided; and
 - (c) Tenderers may include additional or support materials (as supplements or attachments to the Tender Response Information) noting that Tenderers are discouraged from including generic marketing information that does not relate to the information requested in this RFT and/or does not address the Evaluation Criteria.
- 14.2 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,
- should complete Schedule 4.

15. PRICING

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

16. **WORKPLACE GENDER EQUALITY**

- 16.1 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**).
- 16.2 The Draft Contract requires that, in performing any contract, a successful Tenderer must:
- (a) comply with its obligations, if any, under the WGE Act; and
 - (b) if the term of the Contract exceeds 18 months, the successful Tenderer must provide a current letter of compliance within 18 months from the Contract Commencement Date and following this, annually to the Department's Contract contact officer.
- 16.3 Successful Tenderers should note that if during the term of the Contract, the successful Tenderer becomes non-compliant with the WGE Act, the successful Tenderer must notify the Department's Contract contact officer.
- 16.4 For further information about coverage of the WGE Act, contact the Workplace Gender Equality Agency on (02) 9432 7000.
- 16.5 Tenderer's must indicate as part of the Tenderer Declaration at Schedule 2 whether or not the Tenderer's organisation is a 'relevant employer' under the WGE Act and, if applicable, provide a current letter of compliance as part of their Tender, or prior to entering into a contract (if successful).

17. **ILLEGAL WORKERS**

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

18. **INDIGENOUS PROCUREMENT POLICY**

- 18.1 It is Commonwealth policy to stimulate Indigenous entrepreneurship and business development, providing Indigenous Australians with more opportunities to participate in the economy (see Indigenous Procurement Policy for further information).
- 18.2 If any resultant Contract is a High Value Contract, the mandatory minimum requirements for Indigenous participation will apply.
- 18.3 If a component of any resultant Contract will be delivered in a Remote Area, this creates an opportunity for that resultant Contract to deliver significant Indigenous employment or supplier use outcomes in that Remote Area.
- 18.4 In its Indigenous Participation Plan, the Tenderer should detail how it will ensure that its provision of the Services will deliver a significant Indigenous employment or supplier use outcomes in the Remote Area.

[Note to Tenderers: Refer to section 4.4.1 of the Indigenous Procurement Policy for examples of options available to ensure any resultant **Contract** will deliver significant Indigenous employment or supplier use outcomes in the Remote Area.]

PART 3 - EVALUATION OF TENDERS

19. EVALUATION CRITERIA

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

Description	Weighting
<p>The Tenderer's ability to deliver the Services within the Department's timeframes, as demonstrated by:</p> <ul style="list-style-type: none"> (a) the Tenderer's proposed methodology and approach (b) the Tenderer's stakeholder engagement and communication plan (c) the personnel (including their availability) and other resources offered by the Tenderer (d) the experience of the Tenderer and its key personnel in delivering similar Services (e) the experience of the Tenderer and its key personnel in working with Aboriginal and Torres Strait Islander people 	80%
<p>In evaluating Tenders, the Department will take into consideration:</p> <ul style="list-style-type: none"> (a) the Tenderer's past performance and/or demonstrated commitment in relation to increasing Indigenous participation, including, where relevant, by having regard to the Tenderer's past compliance with any mandatory minimum requirements; and (b) the extent to which the Tenderer's proposed Indigenous Participation Plan will meet the mandatory minimum requirements. <p>[Note to Tenderers: A Tenderer that has no past experience with any mandatory minimum requirements will not be disadvantaged by this alone. Its response will be assessed on other actions it has taken in the past to increase Indigenous participation and on its proposed Indigenous Participation Plan.]</p>	20%
Pricing	Not weighted
<p>Risk</p> <ul style="list-style-type: none"> (c) compliance with Statement of Requirement and the Draft Contract; (d) financial viability of the Tenderer; and (e) any other risks identified in the evaluation process that have not been considered as part of another Evaluation Criterion. 	Not weighted

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

20. **EXCLUSION OF TENDERS**

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

21. **TENDER EVALUATION PROCESS**

- 21.1 Tenders will be evaluated against the Evaluation Criteria to determine the Tender that represents the best overall value for money on a whole-of-life basis.
- 21.2 As part of its evaluation of Tenders, the Department may, in its sole and absolute discretion:
- (a) ask Tenderers to undertake presentations;

- (b) ask Tenderers to provide written clarification of various aspects of their Tenders;
 - (c) ask Tenderers to provide further information to confirm their financial viability and commercial stability;
 - (d) have discussions or interviews with Tenderers in order to seek further clarification of their Tenders;
 - (e) visit Tenderers' sites; and
 - (f) have discussions with or undertake visits to customers of Tenderers and their Subcontractors, whether or not those customers are listed as referees in the Tenderers' Tenders.
- 21.3 The Department may choose to undertake the activities set out in clause 21.2 in relation to some Tenderers only. Presentations, interviews and site visits may be subject to additional terms and conditions that are advised by the Department to Tenderers who have been invited to participate in each activity.
- 21.4 Any costs incurred by the Tenderer in complying with this clause 21 will be borne by the Tenderer.

22. **CLARIFICATION**

- 22.1 Where the meaning of a Tender is unclear or there is an apparent error of form, the Department may seek clarification from the Tenderer.
- 22.2 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.

23. **TENDERED PRICES**

- 23.1 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.
- 23.2 In the evaluation process, the Department may, in its sole and absolute discretion, make certain adjustments to the Tendered price, including adjustments to account for the following matters, which may need balancing in order to establish a common basis for the comparison of Tenders, including (without limitation):
- (a) Tendered prices as per the completed Schedule 5;
 - (b) pricing flexibility;
 - (c) any other costs or discounts which form part of the Tenderer's offer;
 - (d) normalised and discounted cash flow;
 - (e) any alternative proposals or financial incentives offered by the Tenderer;

- (f) implementation costs;
- (g) any risk relating to the Tendered prices;
- (h) transition out costs;
- (i) cost of administering the agreement; and
- (j) whole of life costs and benefits.

24. **NEGOTIATIONS**

- 24.1 Negotiations may be undertaken with one or more Tenderers in the sole and absolute discretion of the Department.
- 24.2 During the negotiation phase of this RFT process, the Department may engage in detailed discussions and negotiations, including parallel negotiations, with the goal of maximising the benefits of the project, as measured using the Evaluation Criteria. As part of this process, those Tenderers participating in the negotiation phase may be asked to improve any or all aspects of their Tender. The Department's intention is that it will select a preferred Tenderer after all material issues have been resolved.
- 24.3 The Department may seek best and final offers from Tenderers participating in the negotiation phase of this RFT process.
- 24.4 Without limiting its other rights under this RFT, in the event that the Department concludes that during negotiations a Tenderer has retracted, or attempts to retract, any part of its tendered offer, the Department, in its sole and absolute discretion, reserves the right to:
 - (a) disqualify that Tenderer's Tender;
 - (b) terminate this RFT process;
 - (c) re-enter negotiations or parallel negotiations with other Tenderers; or
 - (d) exercise any other right reserved to the Department under law or elsewhere in this RFT.

25. **DEBRIEFING**

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

26. COMPLAINTS PROCEDURE

- 26.1 Any complaints about this RFT process should be made in writing and sent to the Contact Officer's email address as specified in clause 5.
- 26.2 If a complaint is not resolved, complaints may be directed via email to the Department's Complaints Office identified below:

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

PART 4 - CONDITIONS OF TENDERING

27. OWNERSHIP AND USE OF TENDER DOCUMENTS

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

28. INTELLECTUAL PROPERTY RIGHTS IN RFT

- 28.1 All intellectual property that exists in the information contained in this RFT, or any related or attached material, remains the property of the Department.
- 28.2 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.
- 28.3 Such intellectual property rights as may exist in a Tender will remain the property of the Tenderer.

29. SMALL TO MEDIUM ENTERPRISES (SMES)

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

30. **AUDIT AND ACCESS**

- 30.1 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.
- 30.2 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.
- 30.3 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.

31. **FREEDOM OF INFORMATION AND OTHER RIGHTS TO ACCESS INFORMATION**

- 31.1 The attention of Tenderers is drawn to the *Freedom of Information Act 1982* (Cth), which gives members of the public right of access to documents in the possession of the Commonwealth and its agencies.
- 31.2 The Act extends as far as possible the right of the community to access information (generally documents) in the possession of the Commonwealth, limited only by exceptions and exemptions necessary for the protection of essential public interests and the private and business affairs of persons in respect of whom information is collected and held by departments and public authorities.
- 31.3 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.
- 31.4 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.

32. **PRIVACY**

- 32.1 Tenderers are advised that it is Commonwealth policy to ensure that there is no loss of privacy protection when a Commonwealth entity contracts for the delivery of services.
- 32.2 Without limiting any obligations under the *Privacy Act 1988* (Cth), Tenderers who are selected as a result of this RFT process are required under the Contract to agree not do an act, or engage in a practice, that would breach an Australian Privacy Principle under the *Privacy Act 1988* (Cth) if done or engaged in by a

Commonwealth entity to which the Australian Privacy Principles apply. Tenderers selected as a result of this RFT process will also need to agree to impose those same obligations on any Subcontractor engaged by the Tenderer.

33. CONFIDENTIALITY

- 33.1 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) the 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 [Guidance on Confidentiality in Procurement](#) from the Department of Finance and has agreed, pursuant to the Contract with the successful Tenderer, to keep that information confidential.
- 33.2 The Department will not be taken to have breached any obligation to keep information provided by Tenderers confidential to the extent that the information:
- (a) is disclosed by the Department to its advisers, officers, employees or subcontractors solely in order to conduct this RFT process or to prepare and manage any resultant contract;
 - (b) is disclosed to the Department's internal management personnel, solely to enable effective management or auditing of this RFT process;
 - (c) is disclosed by the Department to the responsible Minister;
 - (d) is disclosed by the Department in response to a request by a House or a Committee of the Parliament of the Commonwealth of Australia;
 - (e) is shared by the Department within the Department's organisation, or with another Commonwealth entity, where this serves the Commonwealth's legitimate interests;
 - (f) is authorised or required by law to be disclosed;
 - (g) is disclosed to meet the Department's reporting or accountability requirements, including, without limitation:
 - (i) under the *Public Governance, Performance and Accountability Act* (Cth) or other legislation;
 - (ii) to the Australian National Audit Office or any other auditor appointed by the Department;

- (iii) in accordance with the provisions that require notification of Commonwealth contracts on the AusTender website (www.tenders.gov.au);
 - (iv) to the Commonwealth Ombudsman; or
 - (h) is in the public domain otherwise than due to a breach of the relevant obligations of confidentiality.
- 33.3 Tenderers should be aware that the Department, as a non-corporate Commonwealth entity, is subject to specific accountability requirements, which support internal and external scrutiny of its tendering and contracting processes. These include:
- (a) the policy of the Commonwealth to publish details of relevant entity agreements, contracts and standing offers with an estimated value of \$10,000 or more on the AusTender website;
 - (b) the requirement to report details of Commonwealth contracts valued at \$100,000 or more in accordance with the *Senate Order on Departmental and Agency Contracts*, including:
 - (i) name of the service provider and the subject matter of the Contract;
 - (ii) total value of the Contract; and
 - (iii) whether the Contract contains clauses that are confidential, and if so, the reasons for confidentiality;
 - (c) the requirement to publish information about certain procurements in Annual Reports; and
 - (d) the requirement to make available, on request, the names of any subcontractors engaged to perform services in relation to a Commonwealth contract (as such, Tenderers should inform all potential Subcontractors that their participation in fulfilling a Commonwealth contract may be publicly disclosed).

34. ENVIRONMENTAL POLICY AND PROCUREMENT

- 34.1 The Commonwealth aims to improve the implementation of ecologically sustainable development (**ESD**) within its agencies.
- 34.2 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.
- 34.3 The Department's procurement activities are a key means of implementing its environmental policy.

35. **MATERIAL CHANGE TO TENDERER**

- 35.1 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.
- 35.2 If the Department receives notice, or becomes aware of an event under clause 35.1(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.
- 35.3 If the Department receives notice, or becomes aware of an event under clause 35.1(b) or 35.1(c), or the Commonwealth does not allow substitution, or substitution is not requested, under clause 35.1(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.

36. **CONFLICT OF INTEREST**

- 36.1 If at any time prior to entering into a contract for the Services, an actual or potential conflict of interest arises or may arise for any Tenderer, other than that already disclosed, that Tenderer should immediately notify the Department in writing.
- 36.2 If any actual or potential conflict is notified, or the Department becomes aware of any actual or potential conflict, the Department may, in its absolute discretion:
- (a) disregard the Tender submitted by such a Tenderer;
 - (b) enter into discussions to seek to resolve such conflict of interest; or

- (c) take any other action it considers appropriate.

37. TENDERER BEHAVIOUR

- 37.1 Tenderers must not, and must ensure that their officers, employees, agents and advisors do not, in relation to the preparation, lodgement or assessment of Tenders:
- (a) make any false or misleading or deceptive claim or statement;
 - (b) improperly obtain Confidential Information;
 - (c) receive improper assistance from any existing or former officer or employee of the Department;
 - (d) engage in collusive tendering, anti-competitive conduct, unlawful, unethical or other similar conduct with any other Tenderer or other person;
 - (e) attempt to improperly influence an officer or employee of the Department or violate any applicable laws regarding the offering of inducements; or
 - (f) approach any officer or employee of the Department other than in the manner set out in this RFT.
- 37.2 The Department may exclude a Tender from consideration if the Tenderer fails to comply with the requirements set out in this clause 37.

38. COST OF PREPARING AND SUBMITTING TENDER

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

39. TENDERERS TO INFORM THEMSELVES

- 39.1 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.
- 39.2 It is the responsibility of Tenderers to obtain all information necessary or convenient for the preparation of their Tender.
- 39.3 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.

- 39.4 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.

40. **NO CONTRACT OR UNDERTAKING**

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

41. **ACCEPTANCE**

- 41.1 Acceptance of the preferred Tender will be subject to the execution of a Contract between the Commonwealth and the successful Tenderer substantially in the form of the Draft Contract at Schedule 7.
- 41.2 Neither the lowest priced Tender, nor any Tender, will necessarily be accepted by the Department.

42. **THE DEPARTMENT'S RIGHTS**

- 42.1 The Department reserves the right to:
- (a) vary the timing and processes, if any, referred to in this RFT;
 - (b) change or suspend the RFT process;
 - (c) terminate the RFT process where it is, in the opinion of the Department, in the public interest to do so;
 - (d) remove any Tender from consideration where in the opinion of the Department:
 - (i) it is in the public interest to do so;
 - (ii) the Tenderer does not meet a mandatory requirement;
 - (iii) the Tenderer is not fully capable of undertaking the Contract;
 - (iv) this RFT otherwise allows for the exclusion of the Tenderer; or
 - (v) the Tender does not represent value for money;
 - (e) 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 without prior notice to any Tenderer where in the opinion of the Department:
 - (i) it is in the public interest to do so;

- (ii) no Tenderer meets a mandatory requirement;
 - (iii) no Tenderer is fully capable of undertaking the Contract; or
 - (iv) no Tender represents value for money;
- (f) enter into a contract on terms different to that specified in this RFT;
- (g) add a Tenderer or select and negotiate with a third party who has not submitted a Tender on such terms as the Department in its absolute discretion accepts without prior notice to any Tenderer where in the opinion of the Department:
- (i) it is in the public interest to do so;
 - (ii) no Tenderer meets a mandatory requirement;
 - (iii) no Tenderer is fully capable of undertaking the Contract; or
 - (iv) no Tender represents value for money;
- (h) call for new Tenders;
- (i) publish or disclose the names of Tenderers (whether successful or unsuccessful);
- (j) allow or not allow a related body corporate within the meaning of the *Corporations Act 2001* (Cth) to take over a Tender in substitution for the original Tenderer;
- (k) enter into negotiations with any Tenderer; or
- (l) cancel, add to or amend the information, requirement, terms, procedures or processes set out in this RFT.
- 42.2 If the Department does vary this RFT or process, the Department will endeavour to inform any prospective Tenderers who have sought, or been issued with, this RFT of that change. A notice of the issue of an addendum will be published in the same manner as the original information about this RFT, including by notification on the [AusTender website](#).
- 42.3 The Department will not be liable or in any way responsible for any failure to inform a potential Tenderer of a change relating to this RFT or any other matter arising by the Department exercising any of its rights.

43. **COORDINATED PROCUREMENT**

- 43.1 The Commonwealth has agreed to establish a coordinated procurement contracting framework to deliver efficiencies and savings from goods and services in common use by non-corporate Commonwealth entities who are subject to the *Public Governance, Performance and Accountability Act 2013* (Cth) or other legislation.
- 43.2 It is therefore possible that the Commonwealth may approve the procurement by the Department of some or all of the same goods or services as the Services under a coordinated process:

- (a) before the Closing Time; or
 - (b) after the Closing Time but before an agreement is signed with the successful Tenderer(s); or
 - (c) during the period of any Contract entered into as a result of this RFT.
- 43.3 If clause 43.2(a) applies, the Department reserves the right to discontinue this RFT process.
- 43.4 If clause 43.2(b) applies, the Department reserves the right to discontinue the Tender process and not proceed to enter any contract as a result of this RFT.
- 43.5 If clause 43.2(c) applies, the Department may terminate the Contract for convenience, without compensation for loss of potential profits.

PART 5 - GLOSSARY

Term	Definition
ACT	Australian Capital Territory
AusTender	means the Australian Government online tendering system, located on the AusTender website
Commonwealth	Commonwealth of Australia
Closing Time	means the closing time and date of this RFT as specified at clause 8.1 of this RFT
Conditions for Participation	means the mandatory conditions (if any) identified in clause 11 of this RFT
Confidential Information	<p>means information (whether or not owned by the Commonwealth) that:</p> <ul style="list-style-type: none"> (a) is by its nature confidential; or (b) the receiving party knows or ought to know is confidential, <p>but does not include information which:</p> <ul style="list-style-type: none"> (c) is or becomes public knowledge other than by breach of the Contract; (d) is in the possession of a party without restriction in relation to disclosure before the date of receipt; or (e) has been independently developed or acquired by the receiving party
Contact Officer	means the contact person for all matters pertaining to this RFT process, as identified at clause 5 of this RFT
Department	means the Department of Health
Draft Contract	means the document attached as Schedule 7 to this RFT being the proposed Contract to be entered into between the Department and the successful Tenderer(s)
Essential Requirements	means the mandatory conditions (if any) identified at clause 13, and which a Tenderer must comply
Evaluation Criteria	means the criteria set out in clause 19 of this RFT that will be

Term	Definition
	used to evaluate the Tenders received.
High Value Contract	<p>means a contract where:</p> <ul style="list-style-type: none"> (a) the Services will be delivered in Australia; (b) the value of the Services is \$7.5 million (GST inclusive) or more; and (c) more than half the value of the contract is being spent in one or more of the following industry sectors: <ul style="list-style-type: none"> (i) building, construction and maintenance services; (ii) transportation, storage and mail services; (iii) education and training services; (iv) industrial cleaning services; (v) farming and fishing and forestry and wildlife contracting services; (vi) editorial and design and graphic and fine art services; (vii) travel and food and lodging and entertainment services; or (viii) politics and civic affairs services.
Illegal Worker	<p>means a person who:</p> <ul style="list-style-type: none"> (a) has unlawfully entered and remains in Australia; (b) has lawfully entered Australia, but remains in Australia after his or her visa has expired; or (c) is working in breach of his or her visa conditions.
Indigenous Enterprise	means an organisation that is 50 per cent or more Indigenous owned that is operating a business.
Indigenous Participation Plan	means a plan detailing how the Tenderer will meet the minimum mandatory requirements for the Indigenous Procurement Policy (see template at Schedule 6).
Indigenous Procurement Policy	means the policy of that name, as amended from time to time, available on the Indigenous Procurement Website.
Indigenous Procurement Website	means the website at www.dpmmc.gov.au/ipp .

Term	Definition
Late Tender	means any Tender not received by Closing Time
Minimum Content and Format Requirements	means the mandatory content and format requirements identified in clause 12 of this RFT
Remote Area	means the areas identified in the map on the Indigenous Procurement Website, as updated from time to time.
RFT	means this Request for Tender
Schedules	means all or any of the schedules to this RFT
Services	means the Services described in the Statement of Requirement and clause 3 of this RFT
Statement of Requirement	means the description of the Services as set out in Schedule 1 of this RFT
Subcontractors	means an entity that contracts to provide goods or services to the successful Tenderer(s) in order for the Tenderer to meet obligations under the resultant Contract
Tender	means a response submitted by a Tenderer to this RFT
Tenderer	means an entity that submits a Tender, and includes a potential Tenderer.

SCHEDULES

Schedule 1 - Statement of Requirement

1.1 Services required

The Department of Health requires the services of an organisation (or consortium) to support the implementation and ongoing delivery of the Tackling Indigenous Smoking (TIS) programme nationally. The successful organisation will be referred to as the National Best Practice Unit (NBPU) for TIS. The NBPU will be instrumental in supporting the implementation of an outcomes-focused approach to the TIS programme.

Background on the Tackling Indigenous Smoking (TIS) programme

Through the Council of Australian Governments (COAG), the Australian Government has committed to six targets to close the gap in disadvantage between Indigenous and non-Indigenous Australians across health, education and employment. Two of these targets relate directly to the Health Portfolio: to close the gap in life expectancy within a generation (by 2031); and to halve the gap in mortality rates for Indigenous children under five within a decade (by 2018).

Tobacco smoking is the most preventable cause of ill health and early death among Aboriginal and Torres Strait Islander people, and is responsible for around one in five deaths.

Under the COAG National Healthcare Agreement, Australian governments have committed to halve the daily smoking rate among Aboriginal and Torres Strait Islander adults (aged 18 years or older) from 44.8% in 2008¹ to 22.4% by 2018.

Work to reduce high rates of smoking has resulted in a reduction of seven percentage points since 2002, accompanied by a significant increase in the proportion of Aboriginal and Torres Strait Islander people who have never smoked². Indigenous-specific activities are required as the strong history and impact of mainstream action in Australia has failed to deliver equivalent reductions in smoking rates within the Aboriginal and Torres Strait Islander population.

The current TIS programme includes the Regional Tackling Smoking and Healthy Lifestyle Teams, which commenced in 2010 as a regional approach to build a dedicated Indigenous tobacco action workforce. Organisations have previously been funded to provide locally designed and delivered approaches including tobacco campaign activities, community events and culturally appropriate quit smoking services. As a result of the programme the issue of smoking has become important within Aboriginal and Torres Strait Islander communities and has acted as an impetus for change.

The Medical Journal of Australia recently published the supplement titled *Transforming the evidence to guide Aboriginal and Torres Strait Islander tobacco control* (available at <https://www.mja.com.au/journal/2015/202/10/supplement>). This evidence was derived from the *Talking About the Smokes* project which is being conducted by the Menzies

¹ This is the rate from the Australian Bureau of Statistics (ABS) 2008 National Aboriginal and Torres Strait Islander Social Survey, used as baseline figure by COAG Reform Council.

² ABS, Aboriginal and Torres Strait Islander Health Survey: Updated Results, 2012-13 – Australia, released 6 June 2014. Table 10.3 Smoker status by age.

School of Health Research with funding from the TIS programme. Key findings indicate that the majority of Aboriginal and/or Torres Strait Islander smokers want to quit. Compared with non-Indigenous Australians, similar proportions of Aboriginal and Torres Strait Islander people demonstrate knowledge of the most harmful health effects of smoking and hold negative personal attitudes towards smoking. However, fewer Aboriginal and Torres Strait Islander daily smokers than other Australians have ever made a quit attempt or sustained a quit attempt for at least a month, and a lower proportion agree that social norms disapprove of smoking. Even though similar proportions agree that nicotine replacement therapy and stop-smoking medicines help smokers to quit, fewer have used these.³

Moving to a new TIS programme

On 1 July 2014, the Australian Government established the Indigenous Australians' Health Programme (IAHP), which aims to improve the health of all Aboriginal and Torres Strait Islander peoples through a variety of targeted activities focused on local health needs that are designed to achieve health equality between Indigenous and non-Indigenous Australians in child mortality and life expectancy.

As a targeted Activity funded under the IAHP, the 2014 Budget included a requirement to review the TIS programme to ensure it is being delivered efficiently and effectively and in line with best available evidence.

On 29 May 2015, the Australian Government announced that it would implement a redesigned programme to reduce tobacco use in Indigenous communities. The TIS programme is funded under the IAHP with an allocation of \$116.8 million over 3 years (\$35.3 million in 2015-16; \$37.5 million in 2016-17; \$44 million in 2017-18).

The redesigned TIS programme will consist of a number of components, including grant funding for regional tobacco control activities, and a range of national supports for workforce development, performance monitoring and evaluation, and leadership and coordination. The majority of programme funding (\$93.4 million over 3 years) will be allocated to regional tobacco control grants.

The new programme components are:

- Regional tobacco control grants to support multi-level approaches to tobacco control that are locally designed and delivered to prevent the uptake of smoking and support smoking cessation among Indigenous Australians.
- an NBPU to support regional tobacco control grant recipients through evidence-based resource sharing, information dissemination, advice and mentoring, workforce development, and monitoring and evaluation (this tender process).
- Enhancements to existing Quitline services and provision of frontline community and health worker Quitskills training.
- Pilots and associated evaluations in areas of significant disadvantage associated with high smoking rates.

Allocation of any remaining funds, as well as future years' funding, may be through open, competitive Invitations to Apply, targeting high-need areas and priorities identified through consultation with the Indigenous Health Partnership Forums.

³ Thomas, D.P et al. 2015 Talking About the Smokes summary and key findings. Medical Journal of Australia 2015; 202 (10 Suppl); S3-S4 <https://www.mja.com.au/journal/2015/202/10/talking-about-smokes-summary-and-key-findings>

The different programme components are designed to complement each other, with the NBPU being an important support for the outcomes based regional tobacco control grants.

The redesigned programme will have a strong focus on accountability for reduction in tobacco use by Aboriginal and Torres Strait Islander peoples. A key change to the programme is that grant funding will be tied to delivery of tobacco control outputs and outcomes rather than employment of a specified workforce. Service providers will have flexibility in selecting mechanisms and tools to reduce tobacco use within their region.

In the second half of 2015, all organisations that have received funding for Regional Tobacco Action and Healthy Lifestyle teams will be invited to participate in a targeted competitive grant round to deliver the new programme. Grant funding will be allocated through a competitive merit based process.

TIS programme principles

The following principles will underpin the new TIS programme:

Outcomes-based	<ul style="list-style-type: none"> – Expected outcomes are defined while the means of achieving outcomes can vary, which allows for tailoring activities to local needs. – Outcome measures will show how much progress is being made towards achieving the programme objectives. – Outcome measures are short term (e.g. increase in referrals to quit services) and long term (e.g. decrease in number of current smokers and non take-up of smoking)
Place-based	<ul style="list-style-type: none"> – Local planning, ownership of solutions by the community. – Tailoring activities to local needs expressed as local outcomes sought. – Encourage integration/collaboration with other relevant services and holistic support for individuals.
Evidence-based	<ul style="list-style-type: none"> – Activities are planned in consultation with the NBPU. – Local approaches are based on evidence of what works.
Partnership building	<ul style="list-style-type: none"> – Networks are built for Indigenous Tobacco Control across local/ regional/ national areas. – Sharing information and resources across networks and through the NBPU. – Build partnerships with local, state/territory and Commonwealth government organisations and agencies, NGOs and Indigenous organisations. – Facilitate partnerships between services (clinical/non-clinical) to ensure a seamless service for individuals wishing to quit.
Population reach	<ul style="list-style-type: none"> – Targeted approaches for specific population, age and gender groups, for different communities and locations, and for families are undertaken.
Modelling the message	<ul style="list-style-type: none"> – Promoting and assisting implementation of smoke-free workplace policies (including community events) among Aboriginal and Torres Strait Islander organisations and in public spaces. – Promoting and assisting implementation of smoke-free homes policies. – Promoting smoke-free and alcohol-free sporting and social/cultural events; – Promotion of local role models and ambassadors who have never smoked or have quit.

Monitor and measure	<ul style="list-style-type: none"> – Evaluation and monitoring is built into project and programme planning, with assistance from the NPBU. – Performance measures are linked to programme objectives and outcomes. – Stages of progress are measured and reported in a nationally consistent format.
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(a) Description of Services

The successful Tenderer will be required to work primarily with grant recipients funded under TIS for regional tobacco control activities (referred to hereafter as grant recipients), with support and leadership from the National Coordinator Tackling Indigenous Smoking, Professor Tom Calma, AO. In providing the services, the successful Tenderer will need to work with people from a wide range of cultural and linguistic backgrounds, primarily Aboriginal and Torres Strait Islander people. Therefore, respect and sensitivity towards Aboriginal and Torres Strait Islander cultures and communities is required in the provision of the services. The successful Tenderer will also work closely with the Department of Health (the Department), the programme evaluator, and if required, programme reference groups and/or advisory groups.

In particular, the NPBU will support grant recipients to develop local approaches to tobacco control that are outcomes-focused and evidence-based, whilst being flexible to meet the needs of different population groups within a region. An outcomes-focused approach in effect means:

- expected outcomes are defined while the means of achieving outcomes can vary, which allows for tailoring activities to local needs.
- outcome measures will show how much progress is being made towards achieving the programme objectives.
- outcome measures are both short term (e.g. increase in referrals to quit services) and long term (e.g. decrease in number of current smokers and increase in non take-up of smoking)

To support an outcomes-focused approach, the NPBU will need to provide guidance on what evidence exists and how to apply it, adaptation methods for local needs, and advice and tools to monitor, measure and further improve activities.

The functions of the NPBU will include (but are not limited to):

1. Developing and maintaining operational guidelines for tobacco reduction among Aboriginal and Torres Strait Islander people and communities.
2. Providing a range of organisational support to grant recipients to implement evidence-based approaches to tobacco control.
3. Providing support to grant recipients to develop and implement performance indicators and data collection methods, and contributing to an overarching programme evaluation to measure the impact of TIS funded activities.
4. Facilitating workforce development to support the reduction of tobacco use, primarily for individuals and organisations funded by the TIS programme.
5. Disseminating evidence and information on best practice, building a community of practice, and promoting a culture of evaluation and continuous improvement for the TIS programme.
6. Providing advice and assistance to the Department to implement an outcomes-focused approach to the TIS programme.

Further details on each of these functions are outlined below under ***Expected deliverables/outcomes***.

The Department is seeking a fully-costed submission and detailed project plan from Tenderers to undertake the NBPU for TIS to operate from 1 December 2015 to 30 June 2018 with two additional one-year options to extend for a further 24 months (to 30 June 2019 and 30 June 2020, respectively). The successful Tenderer should outline a cost effective model for working with TIS funded organisations nationally, noting that they are distributed in remote, regional and urban areas.

Responses should be limited to **five (5)** pages (not including personnel details such as CVs).

(b) Objectives of the Services

The objective of the services is to support the Department and TIS grant recipients to plan and implement an evidence-based, outcomes-focused approach to reduce smoking by Aboriginal and Torres Strait Islander peoples. Support from the NBPU is required from project planning to evaluation stages to maximise the outcomes of the TIS programme, and assist the Department and grant recipients to:

- plan evidence-based approaches to tobacco control which are adapted to meet local needs;
- implement best practice approaches to programme delivery;
- minimise duplication through network building and information sharing;
- undertake ongoing monitoring and evaluation to enable continuous improvement;
- develop relevant performance measures and data collection methods to measure the impact of tobacco control activities funded under TIS; and
- build the evidence base for Aboriginal and Torres Strait Islander tobacco control.

(c) Expected deliverables/outcomes

Tenderers will be required to submit a detailed project plan to provide the deliverables listed below. Submissions will be required to detail the methodology and the process to be undertaken to achieve these deliverables, including specifying personnel who will be assigned to each component of the project.

A. Developing and maintaining operational guidelines

The successful Tenderer will assist grant recipients with planning and implementing evidence-based approaches to tobacco control which are adapted to meet the local needs of Aboriginal and Torres Strait Islander peoples and communities. The successful Tenderer will provide general and specific advice. As one vehicle to deliver general advice, the successful Tenderer will develop and maintain national operational guidelines on what evidence exists and how to apply it. The operational guidelines will need to provide examples of best practice, adaptation methods for local needs, in addition to advice and tools to monitor, measure and further improve activities. The guidelines must be maintained by the successful Tenderer as a living, interactive tool that incorporates new evidence and information as it becomes available.

B. Providing organisational support

In addition to the operational guidelines, the successful Tenderer must provide organisational support which will include, but is not limited to:

- Assisting grant recipients to review Activity plans to ensure they are suitable to achieve targeted outcomes (in line with operational guidelines):
- Assisting grant recipients to develop performance measures and implementing data collection processes (in line with operational guidelines – also detailed further below).
- Facilitating network building and building a community of practice among the tobacco control workforce nationally (see also information below on dissemination of information).
- Providing ongoing support, advice and leadership to grant recipients on emerging evidence and effective initiatives related to tobacco prevention and cessation.

The successful Tenderer will be required to provide support primarily through telephone and web-based mechanisms. The number of grant recipients that will require support is currently unknown but will not exceed 60 organisations in total (this is the number that will be invited to apply for the grant round). These organisations are located in urban, regional, remote and very remote locations throughout Australia, and the majority are Aboriginal Community Controlled Organisations. Although this is a targeted grant round, organisations funded under the current TIS programme are not guaranteed funding under the new programme, as funding will be allocated through a competitive assessment process.

Tenderers will therefore need to provide two costing options: **1. support for 20 organisations; and 2. support for 50 organisations.**

In addition, the successful Tenderer will be required to organise and deliver a series of small annual workshops for grant recipients in each jurisdiction, as follows (number of workshops to be delivered each year in brackets):

NSW – Sydney (1) & Regional setting (1)

VIC – Melbourne (1)

QLD – Brisbane (1) & Regional setting (1)

NT – Darwin (1) & Alice Springs (1)

WA – Regional setting (2)

Tenderers will need to provide a costing for running nine (9) workshops each year, with adequate personnel to facilitate a number of concurrent small group (up to 10 participants) sessions.

The successful Tenderer will also be required to coordinate an annual TIS workshop (within a capital city) for TIS funded tobacco control workers and relevant partners.

The aims of TIS workshops will include:

- sharing evidence and best practice, and strategies for adaptation at local and regional levels
- resolving implementation challenges
- enhancing support, collaboration, network building and communication
- providing training and tools to assist in programme delivery.

The smaller jurisdictional workshops will support these aims and also allow for more targeted support that may be required by organisations.

C. Providing input to TIS programme evaluation

The Department will engage an organisation through a separate tender process to develop an overarching monitoring and evaluation framework for the TIS programme, and to conduct an evaluation of the programme as a whole (a description of the programme components was provided in the introductory section of the Statement of Requirement - 1.1 **Services required Background on the Tackling Indigenous Smoking (TIS) Programme**)

The successful Tenderer must work with the organisation/s contracted by the Department to provide input on the regional tobacco control grants and NBPU components of the programme.

Note: The successful Tenderer for the NBPU (and any consortium members/ subcontracting organisations) will be excluded from this second tender process to develop a programme evaluation framework and to conduct a programme evaluation, as the NBPU will be a component that is subject to the independent evaluation of the TIS programme.

D. Develop and implement performance indicators and data collection methods

The successful Tenderer will work with grant recipients, the Department, the National Coordinator Tackling Indigenous Smoking, the programme evaluator, and relevant programme reference group/s to develop and implement performance measures for the TIS programme for the regional and national level. In line with the overarching evaluation framework for the TIS programme (detailed at section C. above), the NBPU will provide support to grant recipients to:

1. develop performance indicators for locally delivered tobacco control activities funded under TIS
2. implement methods for data collection and reporting that minimise the reporting burden on organisations whilst also providing meaningful measures of the impact of TIS funded activities.

The successful Tenderer will be required to work with the Department, the programme evaluator and other relevant organisations and experts (such as the Australian Institute of Health and Welfare) on the data collection and reporting methodology to utilise existing data sources wherever possible.

The successful Tenderer will be required to plan and run sessions on performance reporting and evaluation at TIS workshops (detailed above). The successful Tenderer will also need to disseminate information and tools on performance reporting, data collection and evaluation.

E. Workforce development to support the reduction of tobacco use

The successful Tenderer will need to work with grant recipients to assess the development needs of the tobacco control and broader health workforce to implement tobacco control in their regions, and to consider how these needs could be met.

The successful Tenderer will work with training providers to facilitate access to relevant training and professional development opportunities to build the capacity and skills of grant recipients to achieve TIS programme outcomes. Training could include web-based training, workshops and conferences, culturally appropriate mentoring and career pathway planning.

F. Disseminating evidence and information on best practice, building a community of practice for the TIS programme.

The successful Tenderer will be required to promote evidence, information and resources, and build a community of practice for tobacco control for Aboriginal and Torres Strait Islander people and communities. The successful tenderer will need to implement a cost-effective strategy to actively promote and maintain stakeholder involvement in a community of practice, for example through existing web-based mechanisms.

A range of resources will need to be promoted in order to be appropriate to urban, regional and remote contexts, the diversity of Aboriginal and Torres Strait Islander cultures, and to different age groups.

G. Advice and assistance to the Department

The successful tenderer will be required to provide ongoing advice and assistance to the Department, as detailed below.

- Provide advice and assistance with development and assessment of performance measures for the TIS programme.
- Report to the Department on TIS programme outcomes, including successes and challenges, identification of potential partners, and provide ad hoc reports and advice as required.
- Participate in external reviews, evaluation or research activities related to the programme.
- Build networks and manage relationships with key stakeholders, such as the national Aboriginal Community Controlled Health and state-based peak bodies, other private organisations, state/territory and local governments, to promote tobacco control for Aboriginal and Torres Strait Islander people and communities.
- Promote evidence-based approaches to Aboriginal and Torres Strait Islander tobacco control within the broader health sector (including Aboriginal Community Controlled Health Organisations and Primary Health Networks), for example through presenting at health conferences and other forums as requested by the Department

The successful Tenderer will need to develop a communications and engagement strategy that sets out all communication and engagement activities in planning, implementing and maintaining the NBPU from December 2015 to June 2018.

Should a change of provider for the NBPU occur during or at the end of the contract period, the successful Tenderer would be required to provide the new organisation with a handover (including handover of Contract Materials as specified within the Contract for Services) for a transitional period of two months to be agreed with the Department.

Understanding of Aboriginal and Torres Strait Islander cultures and people

In providing the services, the successful Tenderer will need to work with people from a wide range of cultural and linguistic backgrounds, primarily Aboriginal and Torres Strait Islander people. Therefore, respect and sensitivity towards Aboriginal and Torres Strait Islander cultures and communities is required in the provision of the services. All advice, communications, materials, resources and tools disseminated as part of the services must reflect cultural awareness and be culturally safe and responsive to the diverse needs of Aboriginal and Torres Strait Islander people and communities nationally.

Note that, as specified in the Evaluation Criteria set out in Clause 19 of this RFT, Tender submissions will be assessed against the experience of the Tenderer and its key personnel in working with Aboriginal and Torres Strait Islander people. Tender submissions will need to demonstrate:

- a) an awareness of historical and current challenges impacting on the health and wellbeing of Aboriginal and Torres Strait Islander people;
- b) recent experience in consulting with representatives of Aboriginal and Torres Strait Islander community organisations; and
- c) recent experience in working across jurisdictions for national projects.

(d) Evaluation and monitoring requirements

The successful Tenderer will be required to report on the outcomes of the TIS programme at a regional level in addition to other monitoring requirements detailed at (f) Reporting requirements. The successful Tenderer will be required to provide input to an evaluation of the TIS programme as a whole, which will be sourced through a separate tender process (as detailed above).

(e) Proposed timetable for performance of the Services

An indicative timetable is provided below.

Contract execution	October - November 2015
Planning meeting with Department	November - December 2015
Project plan, consultation plan delivered to Department	December 2015
Operational guidelines drafted	January 2016
Operational guidelines ready for release	January – February 2016
NPBU consults with grant recipients	January – February 2016
TIS jurisdictional workshops	Commencing March 2016
Biannual progress report	June and December each year
Annual action plan	December each year
TIS Annual workshop	Once per year

(f) Reporting requirements

The successful Tenderer will be required to provide the Department with:

- a) an annual action plan which includes a communications and engagement strategy;
- b) quarterly progress reports on the operations of the NPBU; and
- c) a biannual report on TIS Programme outcomes, successes and challenges at the regional level, including workforce development needs and strategies.

(g) Term of the Contract including any options to extend

As set out in the attached Draft Contract for Services.

(h) Specific insurance requirements particular to the procurement

As set out in the attached Draft Contract for Services.

(i) Facilities, materials and other assistance the Department will provide (if any)

To be determined through Tender process.

1.2 Standards

(a) Standards to be used to measure performance

(b) Benchmarking (if relevant)

1.3 Estimates only

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

Schedule 2 – Tenderer Declarations

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

DECLARATION BY TENDERER

I,, make the following declaration on behalf of

.....(the Tenderer):

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

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

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

1. Definitions

1.1 In this declaration terms have the same meaning as in Request for Tender for the provision of a National Best Practice Unit for Tackling Indigenous Smoking Health [010/1516] (RFT).

2. Offer and Change of Circumstance

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

2.2 The Tenderer undertakes to promptly notify the Department of any change, after submission of its Tender, to the basis upon which it will have access to the necessary skills or resources, or corporate or financial backing, to supply the Services.

3. Tenderer's Conduct

3.1 The Tenderer declares that this Tender:

- (a) does not contain any false or misleading claim or statement;
- (b) has been compiled without the Tenderer:
 - (i) engaging in any collusive bidding, anti-competitive or other unethical, improper or unlawful conduct;
 - (ii) violating any applicable laws or Commonwealth policies regarding the offering of inducements;
 - (iii) communicating with or soliciting information from any Department employee (or contractor) or ex-employee (or ex-contractor) other than the Contact Officer;
 - (iv) obtaining improper assistance from any Commonwealth employee or using information obtained unlawfully or in breach of an obligation of confidentiality to the Commonwealth;
 - (v) contravening clause 37 of this RFT; or
 - (vi) otherwise acting in an unethical or improper manner or contrary to any law.

- 3.2 The Tenderer warrants that it has not attempted and will not attempt, through its officers, employees or agents, to influence improperly any officer or employee of the Department in connection with the assessment of the Tender.
- 3.3 The Tenderer warrants that it has complied with all relevant laws and with Commonwealth policy, in preparing and lodging its Tender and in taking part in this RFT process.

4. Conflict of Interest

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

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

OR

- 4.2 The Tenderer

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

[Insert details]

- (b) advises that it proposes to manage the disclosed conflict of interest in the following ways:

[insert details]

5. Further representations

- 5.1 The Tenderer makes the following further representations to the Department:

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

6. Acknowledgements

- 6.1 The Tenderer acknowledges that:

- (a) the Department may exercise any of its rights set out in this RFT, at any time;
- (b) the statements, opinions, projections, forecasts or other information contained in this RFT may change;
- (c) this RFT is a summary only of the Department's requirements and is not intended to be a comprehensive description of it;

- (d) neither the lodgement of the Tender nor the acceptance of any Tender nor any agreement made subsequent to this RFT will imply any representation from or on behalf of the Department that there has been no material change since the date of this RFT or since the date as at which any information contained in this RFT is stated to be applicable;
- (e) except as required by law and only to the extent so required, neither the Department, nor its respective officers, employees, advisers or agents will in any way be liable to any person or body for any loss, damage, cost or expense of any nature arising in any way out of or in connection with any representations, opinions, projections, forecasts or other statements, actual or implied, contained in or omitted from this RFT; and
- (f) the Department will have received this Tender in reliance on this Declaration and that the Department may suffer loss if any of the representations, undertakings, consents or other statements in this Declaration or the Tenderer's Tender are misleading or deceptive.

7. Corporate capacity

7.1 The Tenderer confirms that:

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

8. Security, probity and financial checks

8.1 The Tenderer:

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

9. Workplace Gender Equality Act 2012 (Cth)

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

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

- (a) Yes, the Tenderer is a relevant employer. The Tenderer has attached a current letter of compliance as part of this Tender which indicates my compliance with the *Workplace Gender Equality Act 2012* (Cth).

- (b) Yes, the Tenderer is a relevant employer. The Tenderer will be providing a current letter of compliance prior to contract.
- (c) No, the Tenderer is not a relevant employer.

10. Terrorism

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

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

11. Trade sanctions

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

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

12. Employee entitlements

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

13. Illegal Workers

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

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

14. Indigenous Procurement Policy

- 14.1 The Tenderer declares the following:

- (a) The Tenderer has or has had _____ [NIL OR SPECIFY NUMBER] contracts with the Commonwealth that included the Indigenous Procurement Policy mandatory minimum requirements.
- (b) For the contracts referred to in clause 14.1(a)(i) of this Declaration (if any), the Tenderer has:
- fully met /
 - partially met /
 - not met /
 - not applicable as Nil contracts undertaken,
- the Indigenous Procurement Policy mandatory minimum requirements.

[Note to Tenderers: Strike out the options that do not apply.]

- (c) The Indigenous enterprises referred to in the Indigenous Participation Plan submitted as part of Tenderer's Tender are 50 per cent or more Indigenous owned.

[Note to Tenderers: If you are an incorporated joint venture, where the joint venture is at least 25 per cent Indigenous owned, include the following. If it does not apply you may strike it out.]

- (d) The Tenderer is a joint venture that is 25 per cent or more Indigenous owned.

[Note to Tenderers: Supply Nation maintains a list of enterprises that meet the definition of "Indigenous enterprises" (see www.supplynation.org.au). If an enterprise is not listed with Supply Nation refer to section 1.8.1 of the Indigenous Procurement Policy for ways of ensuring an enterprise is an Indigenous enterprise.]

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

Schedule 3 – Tenderer Response Information

1. Tenderer Information and Corporate Profile

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

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

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

2. Subcontractors

- 2.1 Tenderers should complete the following table for each nominated Subcontractor (if any).
- 2.2 Tenderers should note that under **paragraph 7.19(b)** of the *Commonwealth Procurement Rules* the names of Subcontractors may be publicly disclosed and that it is the responsibility of Tenderers to secure Subcontractors' agreement to this.

Subcontractor 1	
Business or Trading Name	
Full Legal Name 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.]
Details of the part(s) of the Services which are proposed to be delivered by the Subcontractor	

3. Tenderer Financial Viability

- 3.1 The Tenderer should provide a summary of their financial viability.
- 3.2 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.
- 3.3 The Department may also request further information and undertake its own independent enquiries and assessment in relation to the Tenderer's financial viability.

4. Actions or Investigations

- 4.1 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.
- 4.2 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.

5. Service Delivery and Management

- 5.1 Tenderers should provide the following information:
- (a) details of how they intend to undertake the Services – including reference to the procedures, staffing, equipment and facilities, if applicable, to be utilised in the delivery of the Services;
 - (b) how the Services will be managed and controlled by the Tenderer;
 - (c) details of how the performance standards for the Services will be maintained, monitored and reported to the Department;
 - (d) how the Tenderer will respond to requests from the Department for performance related information; and
 - (e) whether the Tenderer can meet all of the Service requirements as set out in the Statement of Requirement.

6. Capacity

- 6.1 Tenderers should set out their organisational capacity to deliver the Services by providing details of the strategies for resourcing, in terms of staff, equipment and facilities, including the resources to be allocated for the delivery of the Services.

7. Past Performance

- 7.1 To assess the Tenderer's capability to deliver the Services, Tenderers should provide details of similar services provided within the last three years (if any). In addressing this requirement, Tenderers should include:
- (a) the organisation(s) for whom the 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. Risk management

- 8.1 Tenderers should set out in their Tender response:
- (a) the key issues and risks they consider are relevant to the provision of the Services;
 - (b) the Tenderer's suggested approach to the issue and risk;
 - (c) the Tenderer's and Department's roles in the suggested approach; and

(d) the Tenderer's risk management systems currently in place or proposed.

9. Personnel

9.1 The Tenderer should, in the table below, provide details of the personnel who will be used for the supply of the Services.

Name of Personnel	Role in the provision of the Services	Qualification / Experience	Availability

10. Referees

10.1 Tenderers should provide details of at least two referees which 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.

10.2 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.

10.3 Without limiting paragraph 10.2, the Department reserves the right to contact persons other than those provided as referees by Tenderers.

11. Indigenous Participation Plan

11.1 Each Tenderer must submit an Indigenous Participation Plan with its Tender using the template in Schedule 6. The Indigenous Participation Plan should address:

- (a) how the Tenderer intends on meeting the mandatory minimum requirements for the Indigenous Procurement Policy;
- (b) the Tenderer's current rate of Indigenous employment and supplier use;
- (c) the Tenderer's commitment to Indigenous participation. Some examples of the activities an organisation can take to demonstrate its commitment to indigenous participation are set out in paragraph 4.7.1 of the Indigenous Procurement Policy; and
- (d) if any part of the **Contract** will be delivered in a Remote Area, how the Tenderer will ensure that its provision of the Services will deliver significant indigenous employment or supplier use outcomes in that Remote Area.

11.2 The mandatory minimum requirements can be met at:

- (a) the contract-based level (see paragraph 11.3 below); or
- (b) the organisation-based level (see paragraph 11.4 below).

- 11.3 To meet the mandatory minimum requirements at the contract-based level, by the end of the initial term of the **Contract**:
- (a) at least 4 per cent of the full time equivalent Australian-based workforce deployed on the contracted project must be Indigenous Australians, on average over the initial term of the **Contract**; or
 - (b) at least 4 per cent of the value of the work performed under the **Contract** must be subcontracted to Indigenous enterprises, on average over the Initial Term of the **Contract**; or
 - (c) a minimum percentage of the full time equivalent Australian-based workforce deployed on the contracted project must be Indigenous Australians, and a minimum percentage of the value of the work performed under the **Contract** must be subcontracted to Indigenous enterprises, so that both minimum percentages add up to 4 per cent, on average over the initial term of the **Contract**.
- 11.4 To meet the mandatory minimum requirements at the organisation-based level, by the end of the initial term of the **Contract**:
- (a) at least 3 per cent of the full time equivalent Australian-based workforce of the contractor must be Indigenous Australians, on average over the initial term of the **Contract**; or
 - (b) at least 3 per cent of the value of the contractor's Australian supply chain must be subcontracted to Indigenous enterprises, on average over initial term of the **Contract**; or
 - (c) a minimum percentage of the full time equivalent Australian-based workforce must be Indigenous Australians, and a minimum percentage of the value of the contractor's supply chain must be subcontracted to Indigenous enterprises, such that both minimum percentages add up to 3 per cent on average over the initial term of the **Contract**.
- 11.5 The mandatory minimum requirements can be met directly or through subcontracts.
- 11.6 The successful Tenderer's Indigenous Participation Plan will be attached to the resultant **Contract**, and the successful Tenderer will be required to comply with and report against the Indigenous Participation Plan during the term of that **Contract**.
- 12. Other information**
- 12.1 Tenderers should provide any other information that addresses the Evaluation Criteria set out in clause 19 of this RFT.

Schedule 4 – Statement of Non-Compliance

1. Statement of Non-Compliance

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

Item reference	Nature of Compliance	Reasons for non-compliance or partial compliance

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.
- 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 [guidance on confidentiality in procurement](#)).

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

Schedule 5 – Pricing Schedule

1. Pricing Schedule

- 1.1 Tenderers are required to provide **a single fixed price (inclusive of GST and all costs of meeting the requirements of the Statement of Requirement)** for the provision of the Services.
- 1.2 A breakdown of assumptions, variations or other qualifications relied upon for generating the price should be provided.
- 1.3 The Department prefers that Tenderers lodge their pricing in Australian currency. Any pricing lodged in foreign currency amounts will be converted to Australian currency for evaluation purpose.
- 1.4 The Tenderer should indicate, in the table [**provided below**], all fees, charges, and other costs which it would seek to be paid for the Services and discounts offered.
- 1.5 All amounts are to be expressed as **both GST exclusive and GST inclusive**.
- 1.6 Tenderers should provide itemised pricing information and proposed payment schedules detailing all fees, prices and charges related to each milestone or deliverable of the Services.
- 1.7 Competitive neutrality requires that government business activities should not enjoy net competitive advantages over their private sector competitors simply by virtue of public sector ownership. Accordingly any Tenderers from the public sector must demonstrate in the pricing of their Tender that the requirements of competitive neutrality have been met, including payment of relevant taxes and charges, rates of return and cost of funds. Compliance with the requirements of competitive neutrality may be verified by the Department.

Pricing Schedule Table to be completed by Tenderers

ITEM	OPTION 1: SUPPORT FOR 20 ORGANISATIONS		OPTION 2: SUPPORT FOR 50 ORGANISATIONS	
	GST exclusive	GST inclusive	GST exclusive	GST inclusive
Salaries (Specify personnel and FTE levels)				
Administrative costs (Specify what these are likely to be)				
TIS Workshops Jurisdictional (9 per year) National (1 per year)				
Travel/ Accommodation/ Incidentals Note: the Department will not accept proposals for travel, accommodation and incidentals above the entitlements of standard non-SES (Senior Executive Service) entitlements in place at the time of entering into a contract				
TOTAL BUDGET				

Price variation over the term of contractual arrangement (if applicable)
Financial details of any alternative pricing structures or pricing control mechanisms Tenderers would be prepared to use to ensure good cost controls (for example, volume discounts, rebates, fee credits, other alternatives to hourly rates, capped, fixed or success fee pricing mechanisms - if applicable. Tenderers are to state when such control mechanisms would be applicable.

Schedule 6 – Indigenous Participation Plan Template Response Form

INDIGENOUS PARTICIPATION PLAN

[INSERT NAME OF TENDERER]

1. This is an Indigenous Participation Plan submitted as part of the Tender in response to [INSERT RFT NUMBER] (**RFT**).
2. If selected as the Contractor following evaluation of Tenders received in response to the RFT, [TENDERER] will meet the mandatory minimum requirements on and from 1 July 2016 for the purposes of the Indigenous Procurement Policy:

at the contract-based level, in which regard at least:

- [INSERT] percentage of [TENDERER'S] full time equivalent Australian-based workforce deployed on the contracted project must be Indigenous Australians over the initial term of the **Contract**; and
- [INSERT] percentage of the value of the work performed under the Contract will be subcontracted to Indigenous enterprises over the initial term of the **Contract**; or

at the organisation-based level, in which regard at least:

- • [INSERT] percentage of [TENDERER'S] full time equivalent Australian-based workforce will be Indigenous Australians over the initial term of the **Contract**; and
- • [INSERT] percentage of the value of [TENDERER'S] Australian supply chain will be subcontracted to Indigenous enterprises over the initial term of the **Contract**.

[Note to Tenderers: Select which option(s) above apply based on the requirements set out in paragraphs 11.2, 11.3 and 11.4 in Schedule 3 of this RFT.]

3. To meet the mandatory minimum requirements on and from 1 July 2016 for the purposes of the Indigenous Procurement Policy, [TENDERER] will undertake the following:

[Note to Tenderers: Tenderer to insert details of how it will meet the mandatory minimum requirements (which may include details of its current workforce / supply chain) at either / both the contract / organisation level and how it will go about meeting the requisite percentages to meet the mandatory minimum requirements. Tenderers should note that the mandatory minimum requirements are averages over the initial term of any resultant **Contract** and will accordingly need to detail their approach to achieving the specified targets over the initial term.]

4. [TENDERER's] rate of Indigenous employment and supplier use as at the Closing Time is:

5. [TENDERER] demonstrates its commitment to Indigenous participation as follows:

6. [TENDERER] will meet the mandatory minimum requirements: directly; or through subcontracts.

[Note to Tenderers: Tenderer to detail its approach to meeting the mandatory minimum requirements directly or through subcontracts.]

Remote Area Contracts

7. A component of any resultant **Contract** will be delivered in a Remote Area. [TENDERER] proposes to ensure the **Contract** will deliver a significant Indigenous employment or supplier use outcome in that Remote Area as follows:

Schedule 7 – Draft Contract

See separate document attached.