

## Request for Tender

Request for Tender (RFT) for:

VicHealth Future Healthy Move the Dial Investment: activating underutilised spaces

Reference number: PRD-01207

Issue Date: Thursday 14 October

Place for lodgement: Tenders Vic

Tenderers are advised to register at the tenders page of the Tenders Website [www.tenders.vic.gov.au](http://www.tenders.vic.gov.au) in order to receive any further information ( including amendments, addenda and any further conditions) that may be applied to this RFT.

The Tenderer's response (RFT PART D) must be completed in the format specified and completed **electronically in VicHealth's Stakeholder Portal** - <https://vichealth.force.com/s/login/>

## INTRODUCTION

The Victorian Health Promotion Foundation (VicHealth) is a pioneer in health promotion – the process of enabling people to increase control over and improve their health. Our primary focus is promoting good health and preventing chronic disease.

We create and fund world-class interventions. We conduct vital research to advance Victoria's population health. We produce and support public campaigns to promote a healthier Victoria. We provide transformational expertise and insights to government.

Of all the things we do, above all we seek to make health gains among Victorians by pre-empting and targeting improvements in health across our population, fostered within the day-to-day spaces where people spend their time, and with benefits to be enjoyed by all.

VicHealth focuses on five key areas: increasing physical activity, reducing alcohol and tobacco use, improving mental wellbeing and encouraging healthy eating.

We are evolving our Action Agenda to best deliver impact through the final three years of the strategy. As part of this, VicHealth will deliver our new initiative Future Healthy which will have a focus on young people aged 0-25, particularly those experiencing disadvantage. Future Healthy will improve the health and wellbeing of Victorians by:

- Improving access to delicious, healthy and affordable food.
- Building meaningful social connections and inclusive environments.
- Creating neighbourhoods and spaces where people feel safe, welcome and confident to be physically active

## Structure of RFT

This RFT comprises the following sections–

- **Introduction**
- **RFT Part A – Conditions of Tendering** sets out the rules applying to the RFT documents and to the Tendering Process. These rules are deemed to be accepted by all Tenderers and by all persons having received or obtained the RFT.
- **RFT Part B – Specification** describes the Services in respect of which VicHealth invites Tenders from interested persons.
- **RFT Part C – Proposed Contract** contains the terms and conditions in compliance with which VicHealth desires the Goods and/or Services set out in RFT Part B to be provided.
- **RFT Part D – Tenderer's Response** specifies the information to be provided in a Tender and may also specify any information to be provided by a Tenderer by other means. RFT Part D may include templates to be completed and included in a Tender.
- **Appendix A – Contract Disclosure** (mandatory)
- **Appendix B – Supplier Code of Conduct Commitment** VicHealth is committed to ethical, sustainable and socially responsible procurement and we expect the same high standards of our Suppliers. Please complete Appendix B (mandatory)

# RFT PART A – CONDITIONS OF TENDERING

## Reference Schedule

The information contained in this Reference Schedule must be read in conjunction with the remainder of this RFT Part A.

Capitalised terms used in this RFT have defined meanings which are explained in clause 17.1 (Interpretation) of this RFT Part A. Capitalised terms defined elsewhere in this RFT but not referred to in clause 17.1 have the same meaning wherever used throughout this RFT.

### *Note to Tenderers:*

*Tenderers are advised to register their organisation at: [www.tenders.vic.gov.au](http://www.tenders.vic.gov.au) in order to receive any further information (i.e. including amendments, addendum, and further conditions that may apply to this RFT).*

*The Tenderer's Response (RFT Part D) must be prepared in accordance with clause 6 (Tender Documents) and submitted in accordance with clause 5 (Submission of Tenders) of this RFT Part A.*

## 1. Details schedule

### 1.1 Tender Reference Number

PRD- 01207

### 1.2 Project Manager and Contracts & Procurement Coordinator

VicHealth Contact/ Project Manager	
Name and title	Matt Cameron VicHealth Lead, Active Communities and Sport
Email Address	<a href="mailto:tenders@vichealth.vic.gov.au">tenders@vichealth.vic.gov.au</a>
Contracts & Procurement Coordinator	
Name and title	Karen D'Souza VicHealth Contracts, Procurement & Risk Advisor
Email Address	<a href="mailto:tenders@vichealth.vic.gov.au">tenders@vichealth.vic.gov.au</a>

### 1.3 Indicative timetable

Activity	Date
RFT open	Thursday 14 October
Tender Briefing (if applicable)	Tuesday 26 October 3:00-4:00pm, online via Zoom (attendance is optional).  You will be required to register via the Zoom link available on the Tenders Vic website or register at the link below by 22 October.  <a href="https://vichealth1.secure.force.com/dc/reg/briefing-on-request-for-tender---future-healthy--activating-underutilised-spaces">https://vichealth1.secure.force.com/dc/reg/briefing-on-request-for-tender---future-healthy--activating-underutilised-spaces</a>
End of period for questions or requests for information (see clause 4.2 (Requests for clarification or further information))	<b>5:00pm</b> Australian Eastern Daylight Time Thursday 12 November
Closing Time (See clause 5.2 (Late tenders))	<b>2.00 pm</b> Australian Eastern Daylight Time Thursday 25 November
Intended completion of assessment of Tenders, including review of Tenders by an Advisory Panel	Week commencing 6 December
Interviews with 2-3 applicants (if advised by the Advisory Panel)  <i>Note: these interviews will only be held if recommended by the Advisory Panel. If organisations are required for interview, they will be notified in week commencing 6 December.</i>	Week commencing 13 December
Intended formal notification of successful Tenderer(s)	Week commencing 20 December
Intended execution of Proposed Contract(s)	Late January/early February 2022
Intended commencement date	Late January/early February 2022

*\* Note to Tenderers: This timetable is provided to give Tenderers an indication of the timing of the Tendering Process. The timetable is indicative only and may be changed by VicHealth in accordance with the Conditions of Tendering set out in RFT Part A of this RFT.*

A full debrief for unsuccessful Tenderers will be held after the conclusion of the Tender process if requested.

## 1.4 Additional materials

Item	Description	Location
1	Appendix A Scope Of Activations – Sites and Activities	End of tender document
2	Appendix B Co-Design Spectrum	End of tender document
3	Appendix C Contract Disclosure	End of tender document
4	Appendix D Supplier code of conduct Commitment	End of tender document

## 1.5 Lodgement of Tenders

Website address	<a href="https://www.tenders.vic.gov.au/">https://www.tenders.vic.gov.au/</a>
Access restrictions (for e.g. size of file)	Registration on the Buying for Victoria Tenders Portal (formerly TendersVIC) is required.
Other requirements	N/A

## 2. Rules governing this Request for Tender and the Tendering Process

### 2.1 Application of these Rules

- 2.1.1 Participation in the Tendering Process is subject to compliance with the rules contained in this RFT Part A.
- 2.1.2 All persons (whether or not they submit a Tender) having obtained or received this RFT may only use it, and the information contained in it, in compliance with the rules contained in this RFT Part A.
- 2.1.3 All Tenderers are deemed to accept the rules contained in this RFT Part A.
- 2.1.4 The rules contained in this RFT Part A apply to:
- the RFT and any other information given, received or made available in connection with the RFT, including any additional materials specified in item 1.6 (Additional Materials) of RFT Part A and any revisions or addenda;
  - the Tendering Process; and
  - any communications (including any Tender Briefings, presentations, meetings or negotiations) relating to the RFT or the Tendering Process.

### **3. Request for Tender**

#### **3.1 Status of Request for Tender**

3.1.1 This RFT is an invitation for persons to submit a proposal for the provision of the Goods or Services set out in the Specification contained in Part B of this RFT. Accordingly, this RFT must not be construed, interpreted, or relied upon, whether expressly or impliedly, as an offer capable of acceptance by any person, or as creating any form of contractual, promissory or restitutionary rights.

3.1.2 No binding contract (including a process contract) or other understanding (including any form of contractual, promissory, restitutionary or other rights) for the supply of the Goods or Services will exist between VicHealth and any Tenderer unless and until VicHealth has signed a formal written contract as contemplated in clause 10.1 (No Legally Binding Contract) of this RFT Part A.

#### **3.2 Accuracy of Request for Tender**

3.2.1 While all due care has been taken in connection with the preparation of this RFT, VicHealth makes no representations or warranties that the content in this RFT or any information communicated to or provided to Tenderers during the Tendering Process is, or will be, accurate, current or complete. VicHealth and its officers, employees and advisors will not be liable with respect to any information communicated or provided which is not accurate, current or complete.

3.2.2 If a Tenderer finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in the RFT or any other information provided by VicHealth (other than minor clerical matters), the Tenderer must promptly notify VicHealth in writing of such discrepancy, ambiguity, error or inconsistency to give VicHealth an opportunity to consider what corrective action is necessary (if any).

3.2.3 Any actual discrepancy, ambiguity, error or inconsistency in the RFT or any other information provided by VicHealth will, if possible, be corrected by VicHealth and provided (or the proper information made available) to all Tenderers without attribution to the Tenderer that provided the notice.

#### **3.3 Additions and amendments to Request for Tender**

3.3.1 VicHealth reserves the right to change any information in, or to issue addenda to, this RFT before the Closing Time. VicHealth and its officers, employees and advisors will not be liable in connection with either the exercise of, or failure to exercise, this right.

3.3.2 If VicHealth exercises its right to change information under clause 3.3.1, it may seek amended Tenders from all Tenderers.

3.3.3 VicHealth reserves the right to accept whole or part of your Proposal.

- 3.3.4 VicHealth is not obligated to appoint a successful Respondent into a contract, including where it is unable to identify a Proposal that complies with all of VicHealth's requirements, or to do so would, be otherwise, not in the public interest. Irrespective of whether VicHealth decides to enter into a contract, VicHealth is free to proceed via any alternative process.

### **3.4 Representations**

- 3.4.1 No representation made by or on behalf of VicHealth in relation to this RFT (or its subject matter) will be binding on VicHealth unless that representation is expressly incorporated into the contract(s) ultimately entered into between VicHealth and a Tenderer.

### **3.5 Confidentiality**

- 3.5.1 VicHealth may require persons and organisations wishing to access or obtain a copy of this RFT or certain parts of it, or any additional materials (as referred to below in clause 3.7 (Availability of Additional Materials) of this RFT Part A) to execute a deed of confidentiality (in a form required by, or satisfactory to, VicHealth) before or after access is granted.
- 3.5.2 Whether or not execution of a deed of confidentiality under clause 3.5.1 is required by VicHealth, all persons (including Tenderers) obtaining or receiving this RFT and any other information in connection with the RFT or the Tendering Process must:
- (a) keep the contents of the RFT and such other information confidential; and
  - (b) not disclose or use that information except as required for the purpose of developing a Tender in response to this RFT.

### **3.6 Licence to use Intellectual Property Rights**

- 3.6.1 Persons obtaining or receiving this RFT and any other documents issued in relation to the Tendering Process may use the RFT and such documents only for the purpose of preparing a Tender.
- 3.6.2 Such Intellectual Property Rights as may exist in the RFT and any other documents provided to Tenderers by or on behalf of VicHealth in connection with the Tendering Process are owned by (and will remain the property of) VicHealth except to the extent expressly provided otherwise.

### **3.7 Availability of additional materials**

- 3.7.1 Additional materials (if any) may be accessed in the manner set out in item 1.6 of the Details. Tenderers should familiarise themselves with these additional materials.

## **4. Communications during the Tendering Process**

### **4.1 Project manager**

4.1.1 All communications relating to the RFT and the Tendering Process must be directed to the Project Manager.

### **4.2 Requests for clarification or further information**

4.2.1 Any questions or requests for further information or clarification of the RFT (or any other document issued in connection with the Tendering Process) must be submitted to the Project Manager in writing, preferably by VicTenders web forum or via email.

4.2.2 Any communication by a Tenderer to VicHealth will be effective upon receipt by the Project Manager (provided such communication is in the required format).

4.2.3 VicHealth may restrict the period during which it will accept questions or requests for further information or for clarification and reserves the right not to respond to any question or request, irrespective of when such question or request is received.

4.2.4 Except where VicHealth is of the opinion that issues raised apply only to an individual Tenderer, questions submitted and answers provided will be made available on the Tenders Website to all Tenderers without identifying the person or organisation having submitted the question. In all other cases, VicHealth may deliver any written notification or response to a Tenderer by leaving or delivering it to the address of the Tenderer (as notified to the Project Manager).

4.2.5 A Tenderer may, by notifying the Project Manager in writing, withdraw a question submitted in accordance with this clause 4.2 (Requests for Clarification or Further Information) in circumstances where the Tenderer does not wish VicHealth to publish its response to the question on the Tenders Website.

### **4.3 Unauthorised communications**

4.3.1 Communications (including promotional or advertising activities) with staff of VicHealth or consultants assisting VicHealth with the Tendering Process are not permitted during the Tendering Process except as provided in clause 4.2 (Requests for Clarification or Further Information) above, or otherwise with the prior written consent of the Project Manager. Nothing in this clause 4.3 (Unauthorised Communications) is intended to prevent communications with staff of, or consultants to, VicHealth to the extent that such communications do not relate to this RFT or the Tendering Process.

4.3.2 Tenderers must not otherwise engage in any activities that may be perceived as, or that may have the effect of, influencing the outcomes of the Tendering Process in any way.

4.3.3 Unauthorised communications with such persons may, in the absolute discretion of VicHealth, lead to disqualification of a Tenderer.



## **4.4 Improper assistance**

- 4.4.1 Tenderers must not seek or obtain the assistance of employees, agents or contractors of VicHealth or the State in the preparation of their Tenders. In addition to any other remedies available to it under law or contract, VicHealth may, in its absolute discretion, immediately disqualify a Tenderer that it believes has sought or obtained such assistance.

## **4.5 Anti-competitive conduct**

- 4.5.1 Tenderers and their respective officers, employees, agents and advisers must not engage in any collusion, anti-competitive conduct or any other similar conduct with any other Tenderer or any other person in relation to:

- (a) the preparation or lodgement of their Tender;
- (b) the assessment and clarification of their Tender; and
- (c) the conduct of negotiations with VicHealth,

in respect of this Tendering Process.

- 4.5.2 For the purposes of clause 4.5.1, collusion, anti-competitive conduct or any other similar conduct may include disclosure, exchange and clarification of information whether or not such information is confidential to VicHealth or any other Tenderer or any person or organisation.

- 4.5.3 In addition to any other remedies available to it under law or contract, VicHealth may, in its absolute discretion, immediately disqualify a Tenderer that it believes has engaged in any collusive, anti-competitive conduct or any other similar conduct in respect of this Tendering Process.

## **4.6 Complaints about Tendering Process**

- 4.6.1 Any complaint about the RFT or the Tendering Process must be submitted to the Project Manager or VicHealth Contracts & Procurement Coordinator in writing immediately upon the cause of the complaint arising or becoming known to the Tenderer. The written complaint must set out:

- (a) the basis for the complaint (specifying the issues involved);
- (b) how the subject of the complaint (and the specific issues) affect the person or organisation making the complaint;
- (c) any relevant background information; and
- (d) the outcome desired by the person or organisation making the complaint.

- 4.6.2 If the matter relates to the conduct of a department official, the complaint should also be brought to the attention of the Contracts & Procurement Coordinator.

## 4.7 Harmful Industry Relationships

When you respond to a Request for Tender, you are required to declare relationships with harmful industries.

In ensuring that suppliers of services maintain alignment to these objectives and statutory obligations VicHealth has established a Harmful Industry Relationship Funding and Procurement Policy. Information about VicHealth's Harmful Industry Relationship Funding and Procurement Policy is available [here](#).

Respondents are required to provide details of any past, present or planned relationships between your organisation and a harmful industry for VicHealth to assess as part of this procurement process.

If your organisation has had a relationship with the tobacco industry within the past five years - you are ineligible to submit a response to this Request for Tender.

If your organisation has had a relationship with the gambling, alcohol, food or sugary drink industry within the past 12 months, you must declare this as part of the application form.

**Note to Tenderers: Only Tenderers capable of providing all of the Goods *and/or* Services and complying in full with the conditions set out in this RFT should submit a Tenderer's Response.**

## 4.8 Individual Conflict of Interest

- 4.7.1 A Tenderer must not, and must ensure that its officers, employees, agents and advisers do not place themselves in a position that may or does give rise to actual, potential or perceived conflict of interest between the interests of the State and the Tenderer's interests during the Tendering Process. Note: This does not pertain to relationships with harmful industries which are covered within the application form.
- 4.7.2 The Tenderer's Response in RFT Part D requires Tenderers to provide details of any interests, relationships or clients which may or do give rise to a conflict of interest in relation to the supply of Goods or Services under any contract that may result from this RFT.
- 4.7.3 If the Tenderer submits its Tender and a conflict of interest arises, or is likely to arise, which was not disclosed in the Tender, the Tenderer must notify VicHealth immediately in writing of that conflict.
- 4.7.4 VicHealth may disqualify a Tenderer from the Tendering Process if the Tenderer fails to notify VicHealth of the conflict as required.

## **5. Submission of Tenders**

### **5.1 Lodgement**

5.1.1 Tenders must be lodged only by the means set out in item 1.5 of the Lodgement Details of RFT Part A.

5.1.2 Where the Reference Schedule requires or permits Tenders to be lodged via the Internet through the website nominated in clause 1.5 of RFT Part A, Tenderers are deemed to accept the online user agreement applying to that website and must comply with the requirements set out on that website.

### **5.2 Late tenders**

5.2.1 Tenders must be lodged by the Closing Time. The Closing Time may be extended by VicHealth in its absolute discretion by providing written notice to Tenderers.

5.2.2 Tenders lodged after the Closing Time or lodged at a location or in a manner that is contrary to that specified in this RFT will be disqualified from the Tendering Process and will be ineligible for consideration. However, a late Tender may be accepted where the Tenderer can clearly demonstrate (to the satisfaction of VicHealth) that late lodgement of the Tender was caused by a system interruption in case of the eTender system or that access was denied or hindered in relation to the physical tender box or that a major/critical incident hindered the delivery of their tender documents and, in either case, that the integrity of the Tendering Process will not be compromised by accepting a Tender after the Closing Time.

5.2.3 The determination of VicHealth as to the actual time that a Tender is lodged is final. Subject to clause 5.2.2, all Tenders lodged after the Closing Time will be recorded by VicHealth and will only be opened for the purposes of identifying a business name and address of the Tenderer. VicHealth will inform a Tenderer whose Tender was lodged after the Closing Time of its ineligibility for consideration. The general operating practice is for the late tender to be returned within 5 working days of receipt / within 5 working days after determination not to accept a late tender.

## **6. Tender Documents**

### **6.1 Tenderers' Responsibilities**

6.1.1 Tenderers are responsible for:

- (a) examining this RFT and any documents referenced or attached to this RFT and any other information made available by VicHealth to Tenderers in connection with this RFT;
- (b) fully informing themselves in relation to all matters arising from this RFT, including all matters regarding VicHealth's requirements for the provision of the Goods and/or Services;
- (c) ensuring that their Tenders are accurate and complete;

- (d) making their own enquiries and assessing all risks regarding the RFT, and fully incorporating the impact of any known and unknown risks into their Tender; and
- (e) ensuring that they comply with all applicable laws in regards to the Tendering Process (including Part 2 of the *Fair Trading Act 1999*).

## 6.2 Preparation of Tenders

6.2.1 Tenderers must ensure that:

- (a) their Tender is presented in the required format as set out in RFT Part D; and
- (b) all the information fields in RFT Part D are completed and contain the information requested.

*Note to Tenderers: VicHealth may in its absolute discretion reject a Tender that does not include the information requested or is not in the format required.*

6.2.2 If VicHealth elects to shortlist any Tenderers, those shortlisted Tenderers may be required to provide the information requested in Parts E and F of this RFT. Tenderers may wish to prepare Parts E and F in order to ensure that they can respond to a request by VicHealth within the applicable timeframes, but should not submit those Parts unless and until required to do so by VicHealth.

6.2.3 Unnecessarily elaborate responses or other presentations beyond what is sufficient to present a complete and effective proposal are not desired or required. Elaborate artwork and expensive visual and other presentation aids are not necessary.

## 6.3 Illegible content, alteration and erasures

6.3.1 Incomplete Tenders may be disqualified or assessed solely on the information contained in the Tender.

6.3.2 VicHealth may disregard any content in a Tender that is illegible and will be under no obligation whatsoever to seek clarification from the Tenderer.

6.3.3 VicHealth may permit a Tenderer to correct an unintentional error in their Tender where that error becomes known or apparent after the Closing Time, but in no event will any correction be permitted if VicHealth reasonably considers that the correction would materially alter the substance of the Tenderer's Response.

## 6.4 Obligation to notify errors

6.4.1 If, after a Tenderer's Response has been submitted, the Tenderer becomes aware of an error in the Tenderer's Response (including an error in pricing, but excluding clerical errors which would have no bearing on the assessment of the Tender), the Tenderer must promptly notify VicHealth of such error.

## 6.5 Responsibility for Tendering Costs

6.5.1 The Tenderer's participation or involvement in any stage of the Tendering Process is at the Tenderer's sole risk, cost and expense. VicHealth will not be responsible for, nor pay for, any expense or loss that may be incurred by Tenderers in relation to the preparation or lodgement of their Tenders.

6.5.2 In addition to clauses 3.1.1 and 3.1.2, VicHealth is not liable to the Tenderer for any costs on the basis of any contractual, promissory or restitutionary grounds whatsoever as a consequence of any matter relating to the Tenderer's participation in the Tendering Process, including without limitation, instances where:

- (a) the Tenderer is not engaged to perform under any contract; or
- (b) VicHealth exercises any right under this RFT or at law.

## 6.6 Disclosure of Tender contents and Tender information

6.6.1 Tenders will be treated as confidential by VicHealth. The State will not disclose Tender contents and Tender information, except:

- (a) as required by law (including, for the avoidance of doubt, as required under the *Freedom of Information Act 1982* (Vic) (FOI Act));
- (b) for the purpose of investigations by the Australian Competition and Consumer Commission or other government authorities having relevant jurisdiction;
- (c) to external consultants and advisers of VicHealth engaged to assist with the Tendering Process; or
- (d) general information from Tenderers required to be disclosed by government policy.

## 6.7 Use of Tenders

6.7.1 Upon submission in accordance with the requirements of clause 5 (Submission of Tenders) of RFT Part A and clause 1.7 of the Establishment Details of RFT Part A, all Tenders become the property of VicHealth. Tenderers will retain all ownership rights in any intellectual property contained in the Tender. The submission of a Tender does not transfer to VicHealth any ownership interest in the Tenderer's intellectual property rights, or give VicHealth any rights in relation to the Tender, except as expressly set out below.

6.7.2 Each Tenderer, by submission of their Tender, is deemed to have licensed VicHealth to reproduce the whole, or any portion, of their Tender for the purposes of enabling VicHealth to assess the Tender.

6.7.3 Further, in submitting a Tender, the Tenderer accepts that VicHealth may, in accordance with the requirements of applicable Victorian Government policy, publish (on the internet or otherwise):

- (a) the name of the successful or recommended Tenderer(s);

- (b) the value of the successful Tender; and
- (c) the Tenderer's name together with the provisions of the contract generally.

## **6.8 Period of validity**

- 6.8.1 All Tenders must remain valid and open for acceptance for a minimum of 120 days from the Closing Time. This period may be extended by mutual agreement between VicHealth and the Tenderer.

## **6.9 Status of Tender**

- 6.9.1 Each Tender constitutes an irrevocable offer by the Tenderer to VicHealth to provide the Goods and/or Services required under, and otherwise to satisfy the requirements of, the Specification (RFT Part B of this RFT) on the terms and conditions of the Proposed Contract (subject to the Statement of Compliance contained in RFT Part D of this RFT).
- 6.9.2 A Tender must not be conditional on:
  - (i) board approval of the Tenderer or any related body corporate of the Tenderer being obtained;
  - (ii) the Tenderer conducting due diligence or any other form of enquiry or investigation;
  - (iii) the Tenderer (or any other party) obtaining any regulatory approval or consent;
  - (iv) the Tenderer obtaining the consent or approval of any third party; or
  - (v) the Tenderer stating that it wishes to discuss or negotiate any commercial terms of the contract.
- 6.9.3 VicHealth may, in its absolute discretion, disregard any Tender that is, or is stated to be, subject to any one or more of the conditions detailed above (or any other conditions).
- 6.9.4 VicHealth reserves the right to accept a Tender in part or in whole or to negotiate with a Tenderer in accordance with clause 8.3 (Unreasonable disadvantage) of RFT Part A.

## **7. Compliance with Specification and Proposed Contract**

### **7.1 Compliance with Specification**

- 7.1.1 Under RFT Part D of this RFT, a Tenderer must submit a tabulated statement showing, in order of the relevant clauses, its level of compliance with the Specification contained in RFT Part B of this RFT.
- 7.1.2 In particular, Tenderers must state if they will not comply with the Specification, or will only comply with the Specification subject to conditions. Full details of the non-compliance (including the nature and extent of the non-compliance and any reasons for such non-compliance) must be stated in the space provided in the tabulated statement contained in section 3 (Compliance with the Specification) of RFT Part D. No response is required in respect of a particular

section of the Specification where Tenderers will comply with the Specification. Only sections that Tenderers will not comply with, or will only comply with subject to conditions, should be noted in the tabulated statement.

- 7.1.3 VicHealth is prepared to contemplate minor variations or departures from the Specifications proposed by Tenderers. However, Tenderers should note that significant or substantive variations or departures from the Specifications will not be viewed favourably unless the Tenderer is able to demonstrate to the satisfaction of VicHealth the necessity for such variations or departures.

*Note to Tenderers: VicHealth will assume that a Tenderer's Response complies in all relevant respects with the Specification unless the Tenderer states otherwise. Failure to notify VicHealth of any non-compliance may result in a Tenderer's Response being disregarded.*

- 7.1.4 For the purposes of this clause 7.1:

- (a) **Complies** means that in all respects the Tenderer's Response meets or otherwise satisfies all specified outputs, characteristics or standards.
- (b) **Will comply subject to conditions** means that the specified outputs, characteristic or performance standard can only be met by the Tenderer subject to certain conditions.
- (c) **Will not comply** means that the specified outputs, characteristic or performance standard is not met by the Tenderer's Response.

## 7.2 Compliance with the proposed contract

- 7.2.1 Under RFT Part D of this RFT, a Tenderer must also submit a tabulated statement, with numbering corresponding to the relevant clauses, detailing its level of compliance with the Proposed Contract contained in RFT Part C of this RFT.

- 7.2.2 In particular, Tenderers must state if they will not comply with the Proposed Contract, or will only comply with the Proposed Contract subject to conditions. Full details of the non-compliance (including the nature and extent of the non-compliance and any reasons for such non-compliance) must be stated in the space provided in the tabulated statement contained in section 10 (Risk and insurance) of RFT Part D, together with any proposed amendments that would render the contractual provision acceptable to the Tenderer. No response is required in respect of a particular clause of the Proposed Contract where Tenderers will comply with the Proposed Contract. Only clauses that Tenderers will not comply with, or will only comply with subject to conditions should be noted in the tabulated statement.

- 7.2.3 VicHealth is prepared to contemplate minor variations or departures from the Proposed Contract proposed by Tenderers. However, Tenderers should note that significant or substantive variations or departures will not be viewed favourably unless the Tenderer is able to demonstrate the necessity for such variations or departures.

*Note to Tenderers: VicHealth will assume that a Tenderer is able to and will in fact comply in all relevant respects with the Proposed Contract unless the Tenderer expressly states otherwise. Failure to notify VicHealth of any non-compliance may result in a Tenderer's Response being disregarded.*

- 7.2.4 For the purposes of this clause 7.2:
- (a) **Complies** means that the Tenderer accepts the contractual provision in every respect (including the wording of the provision).
  - (b) **Will comply subject to conditions** means that the Tenderer will comply with the relevant contractual provision subject to certain specified conditions.
  - (c) **Will not comply** means that the Tenderer does not accept the contractual provision.

### 7.3 General

- 7.3.1 Indefinite responses such as “noted”, “to be discussed” or “to be negotiated” are not acceptable.
- 7.3.2 Where the Tenderer is unwilling to accept a specified condition, the non-acceptance must be clearly and expressly stated. Prominence must be given to the statement detailing the non-acceptance. It is not sufficient that the statement appear only as part of an attachment to the Tender, or be included in a general statement of the Tenderer’s usual operating conditions.
- 7.3.3 An incomplete Tender may be disqualified or assessed solely on the information received with the Tender.

### 7.4 Alternative Tender

- 7.4.1 A Tenderer may submit an alternative proposal. An alternative proposal will only be accepted if:
- (a) the Tenderer also provides a conforming Tenderer’s Response; and
  - (b) the alternative proposal is clearly identified as an “Alternative Tender”.
- 7.4.2 An Alternative Tender may:
- (a) not comply with the Specifications for the relevant Goods or Services due to inherent design or capability in the operation of the Goods or Services; or
  - (b) provide the Goods or Services in a manner different to that specified in RFT Part B of the RFT.
- 7.4.3 Tenderers are encouraged to offer options or solutions which may, in an innovative way, contribute to VicHealth’s ability to carry out its business in a more cost-effective manner. These may be related to:
- (a) the outputs, functional, performance and technical aspects of the requirement; or
  - (b) minimisation of environmental impact;
  - (c) opportunities for more advantageous commercial arrangements.
- 7.4.4 Any such options or solutions will be considered by VicHealth on a “commercial in confidence” basis if so requested by the Tenderer.



- 7.4.5 Where a Tenderer submits an offer which meets the requirements of the RFT in an alternative and practical manner, the Tender must also include any supplementary material (including such pricing and costing details as may be necessary to enable VicHealth to fully assess the financial impact of the alternative proposal), which demonstrates in detail that such an alternative will fully achieve and/or exceed all the specified requirements, together with references as to why the additional features may be advantageous.
- 7.4.6 VicHealth reserves the right to consider such offers on their merits or not to consider them at all.

## **8. Contract Disclosure Requirements**

### **8.1 Freedom of Information**

- 8.1.1 The Government has a strong presumption in favour of disclosing contracts and, in determining whether any clauses should be confidential, specific freedom of information principles (including a public interest test) will apply. However, if by agreement certain clauses are excised from public contracts, the Government cannot pre-empt the workings of the FOI Act or constrain the Auditor General's powers to secure and publish documents as he or she sees fit.
- 8.1.2 The Conditions of Tendering include a provision for the disclosure of contract information (refer clause 6.7 (Use of Tender) in RFT Part A dealing with "Use of Tenders").
- 8.1.3 The provisions of the Proposed Contract in regard to confidentiality and disclosure should also be noted.
- 8.1.4 This provision is consistent with the Government's presumption of the full disclosure of contracts. Any non-disclosure of contract provisions must be justified by the successful Tenderer by applying the principles for exemption under the provisions of the FOI Act. Section 34(1) of the FOI Act provides that information acquired by an agency or a Minister from a business, commercial or financial undertaking is exempt under the FOI Act if the information relates to trade secrets or other matters of a business, commercial or financial nature and the disclosure would be likely to expose the undertaking unreasonably to disadvantage.
- 8.1.5 If a Tenderer wishes to withhold the disclosure of specific contract information, the Tenderer must clearly outline how the release of this information will expose trade secrets or expose the business unreasonably to disadvantage.

### **8.2 Environmental claims**

VicHealth wishes to be informed of any claims made by Tenderers about the benefit, including environment benefits, of the Goods or Services that are offered by them.

### **8.3 Trade secrets**

8.3.1 In considering whether specific information should be categorised as a trade secret, Tenderers should assess:

- (a) the extent to which it is known outside of the Tenderer's business;
- (b) the extent to which it is known by the persons engaged in the Tenderer's business;
- (c) any measures taken to guard its secrecy;
- (d) its value to the Tenderer's business and to any competitors;
- (e) the amount of money and effort invested in developing the information; and
- (f) the ease or difficulty with which others may acquire or develop this information.

### **8.4 Unreasonable disadvantage**

8.4.1 In determining whether disclosure of specific information will expose a Tenderer's business unreasonably to disadvantage, you should consider section 34(2) of the FOI Act. Broadly, you should consider:

- (a) whether the information is generally available to competitors; and
- (b) whether it could be disclosed without causing substantial harm to the competitive position of the business.

8.4.2 VicHealth will consider these applications in the Tender assessment and negotiations with Tenderers.

## **9. Assessment of Tenders**

### **9.1 Assessment process**

9.1.1 Following the Closing Time, VicHealth intends to assess the Tenders received. Tenders will be assessed against the Assessment Criteria specified in clause 9.2 (Assessment Criteria Format) of RFT Part A.

9.1.2 Without limiting VicHealth's rights in the RFT, VicHealth may at any time during the Tendering Process choose to:

- (a) shortlist one or more Tenderers;
- (b) commence or continue discussions with all or some Tenderers without shortlisting any Tenderers; or
- (c) accept one or more of the Tenders.

- 9.1.3 Unless the Assessment Criteria explicitly require, VicHealth may, but is not in any way bound to, shortlist, to select as successful, or to accept the Tender offering the lowest price.
- 9.1.4 Should VicHealth choose to include a shortlisting stage in its assessment process, VicHealth is not, at any time, required to notify Tenderers or any other person or organisation interested in submitting a Tender.
- 9.1.5 A Tenderer's Response will not be deemed to be unsuccessful until such time as the Tenderer is formally notified of that fact by VicHealth. The commencement of negotiations by VicHealth with one or more other Tenderers is not to be taken as an indication that any particular Tenderer's Response has not been successful.

## 9.2 Assessment criteria format

- 9.2.1 The assessment criteria can be weighted to reflect the importance of project requirements noted in RFT Part B of the Specifications.
- 9.2.2 In assessing Tenderer's Responses, VicHealth will have regard to:
- (a) specific assessment criteria identified in the list below;
  - (b) the overall value for money proposition presented in the Tenderer's Response; and
  - (c) particular weighting assigned to any or all of the criteria specified in the table below (noting that any criteria for which a weighting has not been assigned should be assumed to have equal weighting).
- 9.2.3 For the purposes of clause 9.2.2, "value for money" is a measurement of financial and non financial factors, including:
- (a) quality levels;
  - (b) performance standards; and
  - (c) environmental benefits/impacts.
- 9.2.4 Value for money will be assessed on a 'whole of life' basis (including the transitioning-in, the contract term and the transitioning-out phases of the relationship between VicHealth and a Tenderer), with a view to long-term sustainability of the value for money proposition and with a focus on ensuring that value for money outcomes are promoted and protected following the conclusion of any contract that may result from this RFT.

### Assessment Criteria

<b>Functional Specifications (weighted criteria)</b>	
<p>(1) <i>Organisational Capability and Capacity</i></p> <ul style="list-style-type: none"> <li>• Demonstrated ability to deliver the Services (and any future implementation of Activities) at the required scale, including across metropolitan and regional Locations</li> </ul>	Weighted and scored (30%)

<ul style="list-style-type: none"> <li>• Appropriate systems/ processes in place to deliver the services</li> <li>• Relevant and recent past experience and performance, including across the breadth of the Priority Population</li> <li>• A track record of innovation and creativity as it relates to delivery of similar services</li> </ul> <p>Note, assessment against this criterion will give consideration to partners or subcontractors.</p>	
<p><i>(2) Skills, Capabilities and Capacity of Project Team</i></p> <ul style="list-style-type: none"> <li>• Suitability of proposed resourcing allocations, including appropriateness of overall capacity and mix of senior personnel (including at ‘whole of project’ and Location levels)</li> <li>• Qualifications and expertise of key personnel</li> <li>• Availability of key personnel for the duration of the project</li> </ul>	Weighted and scored (20%)
<p><i>(3) Approach to the Delivery of the Services and Future Activity Implementation</i></p> <ul style="list-style-type: none"> <li>• Demonstrated strong understanding of project requirements including key risks and issues</li> <li>• Robust methodology</li> <li>• Quality of draft project and resourcing plan</li> <li>• Efficient and effective approach to stakeholder engagement and multiple meaningful, collaborative partnerships with both state-wide and local community-based organisations</li> <li>• Level of creativity and innovation</li> </ul>	Weighted and scored (25%)
<p><i>(4) Approach to Risk Management, Compliance and Quality</i></p> <ul style="list-style-type: none"> <li>• Proposal demonstrates an understanding of key risk/ compliance requirements including (but not limited to) child safe practices, COVID compliance, etc</li> <li>• Tenderer demonstrates appropriate systems to manage risk and compliance</li> <li>• Tenderer demonstrates appropriate systems to manage quality</li> </ul>	Weighted and scored (15%)
<p><i>(5) Social Procurement and Sustainability</i></p> <ul style="list-style-type: none"> <li>• Tenderer demonstrates commitment to social procurement practices</li> <li>• Tenderer demonstrates commitment to sustainability</li> </ul>	Weighted and scored (10%)
<b>Pricing</b>	
Costings	Ranked 1 <sup>st</sup> , 2 <sup>nd</sup> , 3 <sup>rd</sup> , etc.

<b>Mandatory Assessment Criteria</b>	
<i>Relationship with the tobacco industry within the past 5 years</i>	Pass / Fail
<i>Contractual Compliance</i>	Pass / Fail
<i>Financial Viability</i>	Pass / Fail
<i>Insurance</i>	Pass / Fail
<i>Individual Conflict of Interest</i>	Pass / Fail
<i>Supplier Code of Conduct</i>	Pass / Fail
<i>VIPP &gt; \$1,000,000 regional or &gt; \$4,000,000 Melbourne metro</i>	N/A

### 9.3 Clarification of Tender

- 9.3.1 VicHealth may seek clarification from and enter into discussions with any or all of the Tenderers in relation to their Tender. VicHealth may use such information in interpreting the Tender and assessing the cost and risk to the Lead Departing of accepting the Tender. Failure to supply clarification to the satisfaction of VicHealth may render the Tender liable to disqualification.
- 9.3.2 VicHealth is under no obligation to seek clarification of anything in a Tender and VicHealth reserves the right to disregard any clarification that VicHealth considers to be unsolicited or otherwise impermissible in accordance with the rules set out in this RFT Part A.

### 9.4 Discussion with Tenderers

- 9.4.1 VicHealth may elect to engage in detailed discussions with any one or more Tenderers, with a view to maximising the benefits of the RFT as measured against the assessment criteria set out in clause 9.2 and fully understanding a Tenderer's offer, including risk allocation.
- 9.4.2 As part of this process, VicHealth may request such Tenderer(s) to improve one or more aspects of their Tender, including any technical, financial, corporate or legal components.
- 9.4.3 In its absolute discretion, VicHealth may invite some or all Tenderers to give a presentation to VicHealth in relation to their submissions, including (where the RFT relates in whole or in part to Goods), a demonstration of the Goods.
- 9.4.4 VicHealth is under no obligation to undertake discussions with, or to invite any presentations from, Tenderers.
- 9.4.5 In addition to presentations and discussions, VicHealth may request some or all Tenderers to:
- (a) conduct a site visit;
  - (b) provide references or additional information; and/or
  - (c) make themselves available for panel interviews.

## **9.5 Best and final offers**

- 9.5.1 Tenderers or, where the Tendering Process involves a shortlisting process, shortlisted Tenderers, may be invited by VicHealth to submit a best and final offer in relation to all or certain aspects of their respective Tenders.
- 9.5.2 VicHealth is under no obligation to give Tenderers the opportunity to submit a best and final offer. If VicHealth chooses to give Tenderers the opportunity to submit a best and final offer, it is under no obligation to give notification before the Closing Time that such opportunity will be given.
- 9.5.3 Notwithstanding the possibility that VicHealth may give Tenderers the opportunity to submit a best and final offer, Tenderers should be aware that VicHealth will, in conducting its assessment of Tenders, rely on all information (including all representations) contained in such Tenders. Tenderers are therefore encouraged to submit their best and final offers in the first instance.
- 9.5.4 Any one or more Tenderers may be required to submit an executed contract based on the Tender as part of their best and final offer. Unless and until VicHealth executes such contract, submission of a contract capable of acceptance by VicHealth does not and will not be taken to give rise to a binding contract (express or implied) between a Tenderer and VicHealth.

## **10. Successful Tenders**

### **10.1 No legally binding contract**

- 10.1.1 Selection as a successful Tenderer does not give rise to a contract (express or implied) between the successful Tenderer and VicHealth for the supply of the Goods or Services. No legal relationship will exist between VicHealth and a successful Tenderer for the supply of the Goods or Services until such time as a binding contract is executed by them.

### **10.2 Pre-contractual negotiations**

- 10.2.1 VicHealth may, in its absolute discretion, decide not to enter into pre-contractual negotiations with a successful Tenderer.
- 10.2.2 A Tenderer is bound by its Tender (including the Statement of Compliance to the Proposed Contract forming part of the Tenderer's Response) and, if selected as a successful Tenderer, must enter into a contract on the basis of the Tender without negotiation.

### **10.3 No Obligation to enter into contract**

- 10.3.1 VicHealth is under no obligation to appoint a successful Tenderer or Tenderers (as the case may be), or to enter into a contract with a successful Tenderer or any other person, if it is unable to identify a Tender that complies in all relevant respects with the requirements of VicHealth, or if to do so would otherwise not be in the public interest. For the avoidance of any doubt, in these circumstances VicHealth will be free to proceed via any alternative process.

- 10.3.2 VicHealth may conduct a debriefing session for all Tenderers (successful and unsuccessful). Attendance at such debriefing session is optional.

## **11. Supplier Code of Conduct**

- 11.1.1 VicHealth as a statutory body under the Victorian State Government, is committed to ethical, sustainable and socially responsible procurement. In ensuring that our suppliers maintain the same values as the Government, the State has established a [Supplier Code of Conduct](#) (the Code). Please complete the Supplier Code of Conduct Commitment in Appendix B.

## **12. Additional Rules**

- 12.1.1 Any rules governing the RFT or the Tendering Process in addition to those set out in this RFT Part A, are set out in clause 1.7 Additional Rules of RFT Part A.

## 13. Tenderer Warranties

13.1.1 By submitting a Tender, a Tenderer warrants that:

- (a) in lodging its Tender it did not rely on any express or implied statement, warranty or representation, whether oral, written, or otherwise made by or on behalf of VicHealth, its officers, employees, agents or advisers other than any statement, warranty or representation expressly contained in the RFT;
- (b) it did not use the improper assistance of VicHealth employees or information unlawfully obtained from VicHealth in compiling its Tender;
- (c) it is responsible for all costs and expenses related to the preparation and lodgement of its Tender, any subsequent negotiation, and any future process connected with or relating to the Tendering Process;
- (d) it otherwise accepts and will comply with the rules set out in this RFT Part A of the RFT; and
- (e) it will provide additional information in a timely manner as requested by VicHealth to clarify any matters contained in the Tender.

## 14. VicHealth's Rights

14.1.1 Notwithstanding anything else in this RFT, and without limiting its rights at law or otherwise, VicHealth reserves the right, in its absolute discretion at any time, to:

- (a) cease to proceed with, or suspend the Tendering Process prior to the execution of a formal written contract;
- (b) alter the structure and/or the timing of the RFT or the Tendering Process;
- (c) vary or extend any time or date specified in this RFT for all or any Tenderers or other persons;
- (d) terminate the participation of any Tenderer or any other person in the Tendering Process;
- (e) require additional information or clarification from any Tenderer or any other person or provide additional information or clarification;
- (f) negotiate with any one or more Tenderers and allow any Tenderer to alter its Tender;
- (g) call for new Tenders;
- (h) reject any Tender received after the Closing Time;



- (i) reject any Tender that does not comply with the requirements of this RFT; or
- (j) consider and accept or reject any alternative tender.

## 15. Governing Law

- 15.1.1 This RFT and the Tendering Process is governed by the laws applying in the State of Victoria.
- 15.1.2 Each Tenderer must comply with all relevant laws in preparing and lodging its Tender and in taking part in the Tendering Process.

## 16. Interpretation

### 16.1 Definitions

- 16.1.1 In this Request for Tender, unless a contrary intention is apparent:

**Assessment Criteria** means the criteria set out in clause 9.2 (Assessment Criteria Format) of RFT Part A.

**Business Day** means a day which is not a Saturday, Sunday or public holiday (being a public holiday appointed as such under the *Public Holidays Act 1993 (Vic)*) in Melbourne.

**Closing Time** means the time specified as such in clause 1.4 (Indicative Timetable) of RFT Part A by which Tenders must be received.

**Contracts & Procurement Coordinator** means the person so designated in clause 1.2 (Project Manager and Contracts & Procurement Coordinator) of RFT Part A.

**Harmful Industry Relationships** includes brands, companies or organisations who profit from products that are harmful to health and wellbeing including tobacco, gambling, alcohol, unhealthy food and sugary drinks.

**Intellectual Property Rights** includes copyright and neighbouring rights, and all proprietary rights in relation to inventions (including patents) registered and unregistered trademarks (including service marks), registered designs, confidential information (including trade secrets and know how) and circuit layouts, and all other proprietary rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields.

**Project Manager** means the person so designated in clause 1.2 (Project Manager and Contracts & Procurement Coordinator) of RFT Part A.

**Proposed Contract** means the agreement and any other terms and conditions contained in or referred to in RFT Part C of this RFT.

**Reference Schedule** means the schedule so designated forming part of RFT Part A of this RFT.

**Request For Tender** or **RFT** means this document (comprising each of the parts identified in clause 2 Rules Governing this RFT and the Tendering Process of this RFT Part A) and any other documents so designated by VicHealth.

**Services** means the services required by VicHealth, as specified in RFT Part B of this RFT.

**Specification** means any specification or description of VicHealth's requirements contained in RFT Part B of this RFT.

**State** means the Crown in right of the State of Victoria.

**Statement of Compliance** means the statement forming part of a Tender indicating the Tenderer's compliance with the Specification and the Proposed Contract.

**Tender** means a document lodged by a Tenderer in response to this RFT containing an offer to provide Goods and/or Services in accordance with the Specification.

**Tenderer** means a person or organisation that submits a Tender.

**Tendering Process** means the process commenced by the issuing of this Request for Tender and concluding upon formal announcement by VicHealth of the selection of a successful Tenderer(s) or upon the earlier termination of the process.

**Tenders Website** means the website administered by the Victorian Department of Treasury and Finance located at universal resource locator [www.tenders.vic.gov.au](http://www.tenders.vic.gov.au).

**VicHealth** means the government department or agency (as specified in clause 1.1 (VicHealth) of RFT Part A) responsible for the Tendering Process.

## 16.2 Definitions

**LGA** – *Local Government Areas*

**Location** – A geographic area defined by the boundaries of a Local Government Area catchment in which this project will be delivered.

**SES** – *Socio-Economic Status*

**Site** – The space, facility or area that are considered 'under activated' within a Location in which Activities will be undertaken (see Appendix A for examples of the kind of Sites that are in and out of scope of the initiative).

**Activity** – The programs or physical activities that are organised and delivered at Sites by the Provider.

**Priority Population** – The target demographic for this project aimed at activating underutilised spaces to improve the health and wellbeing of young Victorians.

**Provider** – The organisation (or consortium of organisations) engaged by VicHealth to deliver the services described in this RFT.

**VicHealth Contracted Partners** – Suppliers (excluding the Provider) engaged directly by VicHealth with responsibilities relating to the project aimed at activating underutilised spaces to improve the health and wellbeing young Victorians, including Co-design partners outlined in section 2.2.2

**Term** – The term of the Contract to be entered into with the successful Provider.

## 16.3 Interpretation

16.3.1 In this RFT, unless expressly provided otherwise:

- (a) a reference to:
  - i) “includes” or “including” means includes or including without limitation; and
  - ii) “\$” or “dollars” is a reference to the lawful currency of the Commonwealth of Australia; and
- (b) if a word or phrase is defined its other grammatical forms have corresponding meanings.

## 16.4 Inconsistency

16.4.1 If there is any inconsistency between any part of this RFT, a descending order of precedence must be accorded to:

- (a) the conditions of tendering in Part A of this RFT and any annexes or attachments;
- (b) the Tenderer’s response in Part D of this RFT;
- (c) the Proposed Contract in Part C of this RFT;
- (d) any other part of this RFT,

## RFT PART B – SPECIFICATION

VicHealth Request for Tender (RFT)

for

VicHealth Future Healthy Move the Dial Investment: activating underutilised spaces

### 1. Background and Introduction

The Victorian Health Promotion Foundation (VicHealth) is the world's first health promotion foundation, established by the Victorian Parliament as part of the Tobacco Act of 1987.

Our primary focus is promoting good health and preventing chronic disease. We create and fund world-class interventions. We conduct vital research to advance Victoria's population health. We produce and support public campaigns to promote a healthier Victoria. We provide transformational expertise and insights to government.

As we continue to respond to the challenges of bushfires, coronavirus, and a rapidly changing world, collective health and wellbeing has never been more important. And young people have been hardest hit.

VicHealth is evolving its Action Agenda to best deliver impact through the final three years of the strategy. This evolution is driven by our ongoing research, and insights from surveys during the coronavirus pandemic, highlighting:

- The food system has not been designed to meet the needs of young people aged 0-25 and people who experience disadvantage
- Social and physical environments that enable social connection are not adequately accessible to young people aged 0-25 and people who experience disadvantage
- Suitable physical activity opportunities are not available for young people aged 0-25 and people who experience disadvantage

#### 1.1 Future Healthy

##### 1.1.1 Overview

Future Healthy is a bold and responsive initiative that will improve the health and wellbeing of Victorians by:

- Improving access to delicious, healthy and affordable food.
- Building meaningful social connections and inclusive environments.
- Creating neighbourhoods and spaces where people feel safe, welcome and confident to be physically active

We're investing \$45 million over three years. Committing to major new investments in arts and culture, the food sector, recreation and sport. And working closely with partner organisations and local communities along the way.

Future Healthy will engage with young people at a scale never seen before, so they can share their lived experiences, and help to inform and shape solutions.

Future Healthy has a strong equity focus so it is essential that we are engaging those who experience more barriers to good health than the rest of the population. This includes but is not limited to those on a low income, those with culturally and linguistically diverse backgrounds, Aboriginal and/or Torres Strait Islander peoples, people with a disability, those from rural, regional or bushfire affected areas and LGBTIQ+ communities.

### 1.1.2 Investment Streams

The Future Healthy investment comprises:

- Make it Happen Grants – focused investments to get important work done in Victorian communities now
- Big Difference Grants – supporting new ideas that have huge potential for impact
- Move the Dial Investments – delivering major programs of work that will move the dial on health challenges
- Community-inspired Movement – community conversations, and amplification of these, to ensure the work is inspired by, informed by, and shaped by the people of Victoria
- Collaboration – leveraging collaborations and contributions from our partners to achieve the most impact
- Evaluation and Learning – monitoring our success, adapting quickly and sharing our learning and insights

*The initiative outlined in this RFT is one of VicHealth's 'Move the Dial Investments'.*

## 1.2 Move the Dial Investments

Move the Dial Investments are VicHealth's major programs of work that we will deliver throughout Future Healthy, with the aim of moving the dial on health challenges.

These will involve engaging with partners who can work with us to create big impact. These investments will be delivered across the three priority areas; Active Communities and Sport; Social Connection and Mental Wellbeing; and Healthy and Sustainable Food Systems.

The investment package subject of this RFT is aimed at activating underutilised spaces to improve the health and wellbeing of young Victorians. This project sits within the Move the Dial Investment in the Active Communities and Sport area. There will also be social connection and mental wellbeing benefits for young people through this investment.

## 1.3 Activating underutilised spaces to improve the health and wellbeing of young people

VicHealth's ongoing research, and insights from surveys during the coronavirus pandemic highlighted that young people are looking for more suitable opportunities and activities that encourage and support them to be physically active. This is particularly the case for young people that are experiencing disadvantage.

For example, a recent VicHealth online representative survey examined the health and wellbeing impacts of the pandemic during July to October 2020. This survey of 750 young people aged 18-25 found that almost 7 in 10 (69%) young people said having nowhere near home to do the sports or activities they enjoy has an impact on their physical activity.

Therefore, one of the primary objectives of Future Healthy is to get more young people physically active in a way that suits them. This project is one Move the Dial investment that will be delivered to help achieve this.

This project aims to activate spaces within communities that are currently not being used to their full potential. These spaces will be activated by the Provider - and other partners – by providing new opportunities for young people to be active in a way designed by them and for them. Consultation and co-design with young people is central to this aim, and the success of the project.

VicHealth’s investment outlined in this RFT will cover the cost of engaging a Provider to design, manage and implement Activities that can be delivered at no cost or low cost to participants to reduce the impact of cost and financial circumstances as a barrier to participation. This may include sub-contracting suitable partners that can deliver these Activities at local Sites, such as sport and active recreation delivery organisations or deliverers/facilitators.

### 1.3.1 Summary of the investment to activate underutilised spaces to improve the health and wellbeing of young Victorians

The following table summarises the objectives and detail of this initiative.

<b>Objectives</b>	<p>The objectives of this initiative are:</p> <ul style="list-style-type: none"> <li>• More young people being more physically active in ways and spaces that they want to be active (with a focus on opportunities for those who are currently less active)</li> <li>• More young people will be more physically active and socially connected more often through the activation of local unused or underutilised Sites</li> <li>• Removal of barriers to physical activity among young people, e.g., accessing new spaces, provision of activities that young people want, provision of no cost/low-cost activities</li> <li>• Provision of training and employment opportunities to young people through all aspects of this initiative</li> <li>• Provision of activities that improve opportunities for young people to have meaningful social connections through all aspects of this initiative</li> </ul>
<b>Priority Population</b>	<p>Young people aged 16 to 25 who are not engaged or have disengaged from being physically active, including those that face greater barriers to health and wellbeing.</p> <p>This includes, but is not limited to, young people that are on a low income, from culturally and linguistically diverse backgrounds,</p>

	<p>living with disability, from rural, regional or bushfire affected areas, Aboriginal or Torres Strait Islander, women, girls or LGBTIQ+.</p>
<p><b>Locations and rollout</b></p>	<p>Activities will be implemented in a total of 16 Locations. For this RFT, Location refers to a geographic area defined by the boundaries of a Local Government Area catchment in which this initiative will be delivered to improve the health and wellbeing of young people.</p> <p>For clarity of planning, these Locations will be primarily located in regional, rural, or outer metropolitan/interface areas of Victoria over the 2022 and 2023 (and sustained in 2024) where the greatest health and wellbeing gains can be achieved.</p> <p>See the Term section below for more information about the potential to extend this initiative into 2024.</p> <p>The rollout is intended to be phased as follows:</p> <p><i>Year 1</i></p> <p>VicHealth will identify eight Locations (defined by LGA boundaries) for implementation in the first year of this initiative. These Locations will be selected based on:</p> <ul style="list-style-type: none"> <li>• their relative disadvantage</li> <li>• the proportion of young people within their population</li> <li>• the proportion of Victorians facing greater barriers to health and wellbeing within their population.</li> </ul> <p><i>Year 2</i></p> <ul style="list-style-type: none"> <li>• VicHealth and the Provider will collaboratively identify a further eight Locations (defined by LGA boundaries) for implementation in the second year of this initiative.</li> <li>• Implementing Activities at Sites in these eight Locations (with the precise Locations to be confirmed and mutually agreed between the Provider and VicHealth)</li> <li>• Sustaining the rollout in the eight Year 1 Locations</li> </ul> <p><i>Year 3 (if applicable)</i></p> <ul style="list-style-type: none"> <li>• Sustaining the rollout in all 16 Locations</li> </ul>
<p><b>Scope of activations – Sites and Activities</b></p>	<p>VicHealth encourages the Provider to take an open-minded, creative and diverse approach to the kind of Sites activated and</p>

	<p>Activities delivered. Importantly, these will be primarily driven by the needs, wants and desires of local young people.</p> <p>For this RFT, Sites are referred to the space, facility or area that are considered ‘underutilised’ within a Location in which Activities will be undertaken.</p> <p><b>Sites</b></p> <p>Beyond practical limitations such as access and safety, there are few limitations on the kind of Sites that could be activated. Examples of potential sites are provided in Appendix A</p> <p><b>Activities</b></p> <p>For this RFT, Activities refers to the programs or physical activities that are organised and delivered at Sites by the Provider</p> <p>Activities are limited by the following parameters:</p> <ul style="list-style-type: none"> <li>• Activities need to deliver on <b><i>unmet demand</i></b></li> <li>• Activities will be delivered at no cost/ low cost to participants</li> <li>• The mix of Activities (and Sites) within any single Location should provide a breadth of opportunities for all members of the Priority Populations</li> </ul> <p>Again, further information and examples of potential Activities are provided in Appendix A</p>
<p><b>Outputs</b></p>	<p>As a guide, VicHealth anticipates that this initiative will deliver the following outputs over its three-year duration. These anticipated outputs will be further negotiated with a successful Provider, and final contract KPIs will be finalised on appointment of the Provider.</p> <ul style="list-style-type: none"> <li>• Activities delivered across 16 Locations</li> <li>• Activities delivered at 160 Sites (with the intention of this constituting approximately 10 Sites per Location)</li> <li>• Physical activity opportunities delivered to approximately 100,000 young people aged 16 to 25</li> <li>• At least 160 young people engaged in co-design (VicHealth will pay these young people for their involvement, in collaboration with the Provider)</li> <li>• At least 30 young people provided with work experience or training opportunities</li> </ul>



	<p>Note: the outcomes and impact of this initiative are crucial to the overall success of the initiative. These will be confirmed through an evaluator (to be appointed and managed by VicHealth).</p>
<p><b>Term</b></p>	<p>The Term of the initiative is Three years.</p> <p>The successful provider will be initially appointed and contracted for two years, including 2022 and 2023.</p> <p>The Provider will need to demonstrate satisfactory project progress throughout 2022 and 2023 to receive the extension of this initiative for 2024 which focuses on the sustainability of Sites across all 16 Locations.</p> <p>The Provider will also need to demonstrate their progress through meeting a series of progress gates throughout the initiative, to be confirmed during the project initiation.</p>
<p><b>Key attributes</b></p>	<p>Young people will have a key role in informing decision making and project design, including:</p> <ul style="list-style-type: none"> <li>• Identifying the type of Sites that they want to be active in (see Appendix A for further information about potential Sites)</li> <li>• Co-designing the Activities that they want to participate in (see Appendix A for further information about potential Activities)</li> <li>• Where possible, being involved in the Activity delivery (managed by Provider)</li> </ul> <p>Several key parties will need to work in collaboration and partnership to ensure the success of this initiative. They include (with more detailed responsibilities for each are set out in section 3.2):</p> <ul style="list-style-type: none"> <li>• <b>VicHealth</b>, as client responsible for contract governance, Provider management, managing other VicHealth Contracted Partners and the Project Evaluation</li> <li>• <b>Provider</b>, subject of this RFT, responsible for developing and managing a program of work to activate spaces across the 16 Locations, providing physical activity opportunities to young people</li> <li>• <b>Co-design Provider(s)</b>, responsible for developing and executing a co-design plan in each Location to elicit insights informing Locations to be Activated and Activity design (managed by VicHealth)</li> <li>• <b>Evaluator</b> (to be appointed by VicHealth), responsible for evaluating the impact and outcomes of VicHealth initiatives to</li> </ul>

	<p>improve the health and wellbeing of children and young people, including Future Healthy</p> <ul style="list-style-type: none"> <li>• <b>LGAs</b>, who will be important in identifying and (in many cases) providing access to Sites and local key partners</li> </ul> <p>Delivery may also be supported or informed by other local organisations and community groups such as local clubs, schools, suppliers, community groups, health organisations, Regional Sports Assemblies, or others. The Provider may also look to sub-contract some aspects of the implementation and delivery of Activities within Sites to relevant organisations.</p>
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## 2. Purpose and Requirements

### 2.1 Purpose

The purpose of the Request for Tender is for VicHealth to engage a suitably qualified Provider (or a consortium of organisations) to work with a range of local partners and stakeholders across the 16 identified Locations to deliver on the objectives of the initiative set out in section 1.3.1.

To deliver on these objectives the Provider will be required to:

- Establish and manage a program of work to deliver on the initiative as a whole
- Identify suitable Sites and concepts for Activities in each of the 16 Locations
- Design Activities that meet the specific needs of young people in each of the 16 Locations, including designing these Activities with young people.
- If required, prepare Sites to ensure that they are suitable for the Priority Population and nature of Activities to be delivered (e.g. Activity equipment or consumables to make the Site welcoming and comfortable, noting that this **does not** include the Provider being responsible for capital investments or facility maintenance)
- Activate the selected Sites by operationalising the Activities, including securing Sites, promoting and delivering the Activities (including contracting and managing any partners or subcontractors as necessary, e.g., deliverers for a specialist Activity such as yoga)
- Inclusion of providing employment and/or work experience opportunities for young people within the points noted above.

### 2.2 Requirements

#### 2.2.1 Principles of Delivery

VicHealth is seeking a Provider that, in delivering on these requirements, will:

- Maximise the involvement and input of young people through, for example, design and delivery of the Activities or other related employment or training opportunities

- Be driven by the specific needs of young people in each Location while being flexible and adaptive to local needs
- Ensure that Activities deliver a high quality, fun, engaging and social participation experience for young people based on their needs and feedback.
- Ensure Activities cater to different levels of skill, fitness and abilities
- Ensure Activities are easy to access and engage with (e.g. transport, location, registration processes, communication and customer experience with Provider and relevant sub-contractors, translated materials where appropriate, points of entry through marketing channels)
- Actively share information and learnings across Locations and Sites
- Work in collaboration with key stakeholders, including separately engaged Co-design Partner(s) (see section 2.2 for more detail on the co-design component and section 3.2 for roles and responsibilities of other stakeholders)
- Work efficiently to get the project moving at both ‘whole of project’ and Location level
- Promote and market these Activities and Sites in a way that resonates with young people, and considers communication channels (e.g. social media channels, engagement through schools); communication messages (e.g. language, tone of voice); and communication partners (e.g. local agencies with connections to young people)
- Not be constrained by traditional conceptions of sport, recreation and physical activity offerings, but rather take a broad and creative approach to the kinds of Sites to be activated and Activities to be delivered (driven by express desires of local young people)
- Manage a staged rollout of the initiative across Locations over the Term

### **2.2.2 Co-design Component**

A key feature of this initiative and Future Healthy more broadly, is that solutions will be driven by the express desires of the young people that they target. Therefore, co-design is at the centre of the initiative.

For clarity, in this instance co-design refers to the act of co-creating alongside stakeholders and young people to ensure that the results meet the needs of those young people. A graphic further explaining this concept (and distinguishing it from other forms of engagement) is provided at Appendix B.

Given co-design is necessary across a broad range of VicHealth’s Future Healthy initiatives, VicHealth is in the process of engaging co-design providers to provide this capability and expertise where required across Future Healthy initiatives.

For the initiative outlined in this Tender, VicHealth’s Co-design providers will play a critical role in working with young people to facilitate the generation of ideas, development of ideas and co-design of Activities in each of the 16 Locations. The co-design providers (referred to herein as the Co-design Partner) will be engaged and managed by VicHealth. The Provider will work

in collaboration with the Co-design Partner with the respective roles and responsibilities delineated in section 3.

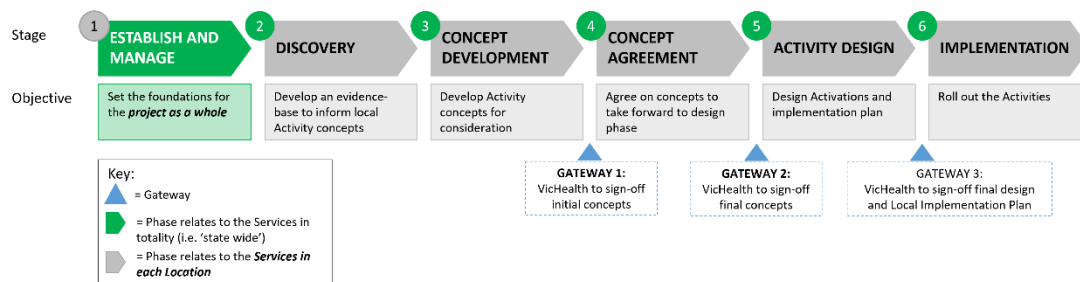
### 2.2.3 The Anticipated Work Flow

VicHealth envisages that the Provider will deliver the Services via a staged rollout to facilitate effective management and oversight throughout the duration of the initiative. A prospective approach to this staging is summarised below, with further detail including the objectives, key activities and deliverables for each.

For clarity, in reviewing the work flow Tenderers should note the following:

- The first stage (establishing and managing the project) applies to the project as a whole, while stages 2 to 6 will need to be undertaken in each separate Location
- It is envisaged that the co-design process will span stages 2 to 5, with specifics of the approach to be determined by the Co-design Partner with input from the Provider
- The gateways noted at the completion of stages 3, 4 and 5 refer to a formal process whereby VicHealth will approve key deliverables prior to the commencement of the next stage

## PROPOSED SCOPE BY KEY PHASES



#### 2.2.3.1 Establish and Manage the Project

Applying to the project across all Locations

#### Objective

Set the foundations and effectively manage the project as a whole

#### Key Focus

- Onboarding/ establishment of the Provider team
- Agreement on Program of Work (e.g. project plan, timelines, operating rhythm, governance/ reporting/ contract management, alignment with Co-design Partner work)

- Reviewing of relevant background documentation and existing information
- Managing, monitoring and overseeing the Program of Work across all Locations for the duration of the project

#### ***Deliverables***

- Agreed Program of Work

### **2.2.3.2 Discovery**

To be undertaken separately in each of the 16 Locations

#### ***Objective***

Develop an evidence-base to inform local Activation concepts

#### ***Key Focus***

- Identifying and engage key local stakeholders (e.g., LGA, community groups)
- Identifying potential Sites
- Documenting key local findings and insights to inform the Co-design Plan (e.g., available spaces, priority audiences, key questions to ask groups)
- Supporting the co-design process (to be undertaken by the Co-design Partner)

#### ***Deliverables***

- Register of potential suitable activation Sites in the Location
- Key information to inform the Co-design Partner's Co-design Plan

### **2.2.3.3 Concept Development**

To be undertaken separately in each of the 16 Locations

#### ***Objective***

Develop Activity concepts for consideration

#### ***Key Focus***

- Utilising knowledge and expertise to provide input into the concept co-design approach
- Supporting the co-design process (to be undertaken by the Co-design Partner)

- Analysing outputs and develop refining concepts as required (e.g. to ensure they are practical, feasible and compliant with relevant requirements while still aligned with the intent and expectations of the young people involved in co-design)
- Documenting concepts for VicHealth
- Securing VicHealth’s approval of concepts prior to proceeding to Concept Agreement

#### ***Deliverables***

- Summary of potential Activation concepts approved by VicHealth

#### **2.2.3.4 Concept Agreement**

To be undertaken separately in each of the 16 Locations

#### ***Objective***

Agree on Activity concepts to take forward to detailed design

#### ***Key Focus***

- Work with Project Control Group to refine, agree upon and prioritise Activation concepts
- Securing VicHealth’s approval of concepts prior to proceeding to Activity Design

#### ***Deliverables***

- Prioritised list of final concepts for design approved by VicHealth

#### **2.2.3.5 Activity Design**

To be undertaken separately in each of the 16 Locations

#### ***Objective***

Design Activations and implementation plan

#### ***Key Focus***

- Utilising knowledge and expertise to provide input into the Activity co-design approach
- Supporting the co-design process (to be undertaken by the Co-design Partner)
- Analysing outputs and refining Activities as required
- Documenting detailed Activity Descriptions for VicHealth

- Developing a costed Local Implementation Plan for the Location
- Securing VicHealth’s approval of the Local Implementation Plan prior to proceeding to Implementation

#### ***Deliverables***

- Detailed Activity Descriptions approved by VicHealth
- Local Implementation Plan (including budget) approved by VicHealth

### **2.2.3.6 Implementation**

To be undertaken separately in each of the 16 Locations

#### ***Objective***

Roll out the Activities

#### ***Key Focus***

Executing the Local Implementation Plan including:

- Testing/ Piloting Activities
- Scaling up Activities
- Local marketing and promotion
- Capturing data and insights
- Refining Activities/Implementation Plan if required (e.g. to improve an Activity or address shortcomings of an Activity that is not delivering on the expectations of young people)
- Reporting on outputs, impact and outcomes in line with the project Evaluation
- Contracting partners or suppliers to assist with the above as required

#### ***Deliverables***

- Activities delivered in accordance with Local Implementation Plan

## **3. Roles and Responsibilities**

### **3.1 Provider Roles and Responsibilities**

In delivering on VicHealth’s requirements, the responsibilities of the Provider will include:

### 3.1.1 Project, Resource and People Management

- Developing and managing the program of work (including keeping VicHealth up to date on progress/ status)
- Managing risk and compliance at all levels of the program (i.e., 'program-wide' and at 'Activity level', including child protection and insurance)
- Establishing, maintaining and managing a team of staff with the appropriate skills and capabilities to deliver on the strategic and operational requirements of the project
- Identifying and engaging stakeholders in each Location and establish local governance groups

### 3.1.2 Activity Design

- Surfacing local information (e.g., available Sites, target audiences, participation gaps, needs and opportunities) to inform concept parameters
- Informing and supporting the co-design process by:
  - Utilising knowledge gained and expertise to provide input into the Co-Design Plan (e.g., target audiences, Sites, opportunities)
  - Ensuring familiarity with co-design sessions and outputs
  - Analysing output
  - Refining co-designed concepts to ensure that they are practical, feasible and compliant with requirements (while remaining consistent with the feedback and intent of young people)
  - Managing the approval of concepts by VicHealth
  - Refining and documenting co-designed Activities, including managing their approval

### 3.1.3 Delivery

- Local area promotion and marketing of Activities to generate community interest and awareness
- Delivering Activities, including ongoing monitoring, adapting and continual improvement
- Maximise attendance at these Activities to optimize the return on investment and the likelihood of these Activities achieving a critical mass that will see them continue, including maximizing attendance and participation of those facing more barriers to participation and involvement



- Contracting and transacting with partners and suppliers as required (e.g., delivery partners, venues owners/ managers, other relevant providers, etc.)

### 3.1.4 Other Responsibilities

- Ensure branding of all initiatives is in line with VicHealth’s Future Healthy brand, logo, and funding acknowledgement requirements (to be provided)
- Supporting VicHealth’s media and communications strategy (e.g., identifying newsworthy stories, providing access to staff or stakeholders, provision of case studies for co-branded publication and release)
- Facilitating data capture for Program Evaluation (guided by VicHealth appointed supplier)
- Sharing learnings, insights, and project outcomes across the sector where appropriate (for example, presenting on progress and outcomes of the initiative at VicHealth forums or meetings with relevant partners)
- Identifying and acting on opportunities to have more impactful outcomes for young people in the Locations by way of providing employment, training and volunteering opportunities associated with the project
- Identifying opportunities to influence policy and practice around access to spaces (to be actioned by VicHealth)
- Planning for sustainability or continuity of Activities where possible

## 3.2 Other Stakeholders’ Roles and Responsibilities

The Provider’s ability to work in collaboration and partnership with a range of other stakeholders and partner organisations will be critical to the success of the initiative including those with a state-wide perspective, and organisations within each local community.

The table below lists the primary stakeholders (including VicHealth) that VicHealth believes will have important roles at a project-wide level or substantive and consistent roles across all Locations. Examples of other potential local stakeholders or partner organisations who may play important roles at specific Locations, Sites or Activities are listed below the table.

Stakeholder/ Partner	Responsibilities
<b>VicHealth</b>	<ul style="list-style-type: none"> <li>• Establishing and managing contract governance structures (across the project as a whole)</li> <li>• Managing the Provider to ensure that the project remains on track and delivers on VicHealth’s objectives</li> <li>• Managing gateway processes, including reviewing, and approving key deliverables/ milestones (in an efficient, dynamic manner)</li> </ul>

	<ul style="list-style-type: none"> <li>• Contributing to local governance structures (e.g., by way of oversight and contribution)</li> <li>• Working with/ support the Provider to manage expectations of local stakeholders (e.g., local government)</li> <li>• Engaging and managing the Co-design Partner and Program Evaluator, including facilitation with the Provider</li> <li>• Developing and driving a media and communications strategy at a 'whole of program' level</li> </ul>
<b>Co-Design Partner(s)</b>	<ul style="list-style-type: none"> <li>• Developing the Co-design Plan informed by insights and expertise of the Provider (and other sources)</li> <li>• Administering and managing the co-design process (including all logistics and facilitation)</li> <li>• Eliciting insights and co-designed outputs from young people participating in co-design</li> <li>• Presenting and articulating those insights clearly to the Provider to help the Provider understand target cohort perspectives to refine and document concepts and Activities as required</li> </ul>
<b>Local Government</b>	<ul style="list-style-type: none"> <li>• Involvement in Location-level Steering Committees or Working Groups</li> <li>• Assistance in identifying underutilised facilities and/ or local activity gaps</li> <li>• Supporting connections or brokering relationships with local community groups</li> <li>• Funding support and/ or support in kind</li> <li>• Providing access to facilities</li> </ul>

Other key partners and stakeholders may be engaged in various roles across different Locations to enhance or augment opportunities. Examples of these groups (without limiting in any way) include:

- Local or state-wide youth organisations
- Regional Sports Assemblies
- Local community groups
- Local sporting, recreation or other interest clubs, leagues, or associations

- Community health services
- Primary Care Partnerships
- Organisations that work with or support community groups, for example Aboriginal Co-operatives, Migrant Resource Centres, local disability agencies, local mental health agencies for young people, etc
- State and national sporting organisations
- Peak active recreation organisations and/or active recreation providers

#### 4. Provider Competencies

To effectively deliver on its requirements, VicHealth expects that its selected Provider will possess (at a minimum) the following competencies and attributes:

- Project/ program management capabilities
- Stakeholder engagement/ relationship management skills, in particular the ability to build trust among key partners and stakeholders in the local communities in which the Provider will be working
- ‘Consulting’ expertise (e.g., designing and following a process, surfacing insights via effective consultation and desktop research, documenting insights, facilitating concept/ Activity approval and prioritisation, etc)
- Understanding of Sites listed in section 8.1.1 (including government owned/managed) and how they operate, and previous experience activating these types of Sites
- Understanding of regional and interface communities across Victoria, including ability to refine and tailor approaches to address the differences and nuances between local communities across the State
- Concept/ physical activity program development and design
- Experience in physical activity program delivery for younger audiences, including:
  - Promotion/marketing
  - Logistics (e.g., working with LGAs and other stakeholders to secure Sites, equipment, etc)
  - Delivery/facilitation, including having a delivery that is empathetic, engaging and resonates with the participant
  - Contracting and project management
  - Considering options for participants to transition into other formats or opportunities

- A strong understanding of young people and track record of working with them
- Providing employment and/or work experience opportunities for young people
- Risk management and compliance capabilities and systems (including Child Protection)
- Procurement and contract management expertise

## 5. Governance and Reporting

### 5.1 Project Governance

A project governance structure will be established for the implementation of this initiative. At a high level, VicHealth envisages that the governance structure will comprise:

- A Project Control Group, responsible for steering, overseeing and supporting the Project Working Group consisting of:
  - senior personnel from VicHealth (including VicHealth Project Sponsor)
  - senior personnel from the Provider

It is expected that the Project Control Group will meet quarterly (up to a total of 13 meetings during the Term) or additionally on a needs basis as agreed by the parties

- A Project Working Group, consisting of:
  - the VicHealth Project Manager (who will be the key point of contact with the Provider day-to-day),
  - other key VicHealth personnel (to be determined by VicHealth, for example, people with functional expertise such as communications),
  - key operational members of the Provider team, responsible for the ongoing management and oversight of the project.

In addition to informal contact and communication as required, the Project Working Group will initially meet fortnightly for formal status updates, before moving to monthly at a point to be agreed by VicHealth and the Provider.

It is also envisaged that Local Reference Groups (or similar) may be established and managed by the Provider in each Location to support local stakeholder engagement and execution of Local Implementation Plans.

As part of the Tenderers' Response to this RFT, Tenderers will be asked to specify key personnel for project governance groups.

Details of the project governance structure including composition of groups, meeting schedules and protocols, standing agendas, communication and reporting will be agreed and documented in the Program of Work developed upon establishment of the project.

## 5.2 Reporting

Project reporting protocols (including formats and templates) will be agreed at the outset of the project and documented in the Program of Work. By way of guidance to Tenderers, VicHealth will expect the following minimum standards of reporting by the Provider:

- Monthly project status updates, encompassing status at a ‘whole of project’ and Location level as applicable
- Formal transmission of Project Deliverables in accordance with the agreed Program of Work
- Provision of three case studies for each Location
- Six-monthly formal progress reports
- An end of project report

Please note, the Provider may also be asked to participate in Communities of Practice or shared learning opportunities across the sector.

### Evaluation Criteria

Tenderer’s Responses will be evaluated against the following criteria.

Assessment Criteria	Assessment Approach
<b><i>Functional Specifications (weighted criteria)</i></b>	
<p><i>(1) Organisational Capability and Capacity</i></p> <ul style="list-style-type: none"> <li>• Demonstrated ability to deliver the Services (and any future implementation of Activities) at the required scale, including across metropolitan and regional Locations</li> <li>• Appropriate systems/ processes in place to deliver the services</li> <li>• Relevant and recent past experience and performance, including across the breadth of the Priority Population</li> <li>• A track record of innovation and creativity as it relates to delivery of similar services</li> </ul> <p>Note, assessment against this criterion will give consideration to partners or subcontractors.</p>	Weighted and scored (30%)
<p><i>(2) Skills, Capabilities and Capacity of Project Team</i></p>	Weighted and scored (20%)

<ul style="list-style-type: none"> <li>• Suitability of proposed resourcing allocations, including appropriateness of overall capacity and mix of senior personnel (including at 'whole of project' and Location levels)</li> <li>• Qualifications and expertise of key personnel</li> <li>• Availability of key personnel for the duration of the project</li> </ul>	
<p><i>(3) Approach to the Delivery of the Services and Future Activity Implementation</i></p> <ul style="list-style-type: none"> <li>• Demonstrated strong understanding of project requirements including key risks and issues</li> <li>• Robust methodology</li> <li>• Quality of draft project and resourcing plan</li> <li>• Efficient and effective approach to stakeholder engagement and multiple meaningful, collaborative partnerships with both state-wide and local community-based organisations</li> <li>• Level of creativity and innovation</li> </ul>	<p>Weighted and scored (25%)</p>
<p><i>(4) Approach to Risk Management, Compliance and Quality</i></p> <ul style="list-style-type: none"> <li>• Proposal demonstrates an understanding of key risk/compliance requirements including (but not limited to) child safe practices, COVID compliance, etc</li> <li>• Tenderer demonstrates appropriate systems to manage risk and compliance</li> <li>• Tenderer demonstrates appropriate systems to manage quality</li> </ul>	<p>Weighted and scored (15%)</p>
<p><i>(5) Social Procurement and Sustainability</i></p> <ul style="list-style-type: none"> <li>• Tenderer demonstrates commitment to social procurement practices</li> <li>• Tenderer demonstrates commitment to sustainability</li> </ul>	<p>Weighted and scored (10%)</p>
<p><b>Pricing</b></p>	
<p>Costings</p>	<p>Ranked 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup>, etc.</p>

<b><i>Mandatory Assessment Criteria</i></b>	
<i>Relationship with the tobacco industry within the past 5 years</i>	Pass / Fail
<i>Contractual Compliance</i>	Pass / Fail
<i>Financial Viability</i>	Pass / Fail
<i>Insurance</i>	Pass / Fail
<i>Individual Conflict of Interest</i>	Pass / Fail
<i>Supplier Code of Conduct</i>	Pass / Fail
<i>VIPP &gt; \$1,000,000 regional or &gt; \$4,000,000 Melbourne metro</i>	N/A

## Appendix A: Scope of Activations – Sites and Activities

For clarity, examples of the kinds of Sites and Activities in and out of scope of the initiative are summarised below.

### Sites

Beyond practical limitations such as access and safety, there are few limitations on the kind of Sites that the Provider could activate. Examples of the kind of Sites that could be activated for this initiative include (but are not limited to):

- Parks and open space
- Existing indoor and outdoor sport facilities (e.g. ovals, tennis courts, basketball/ netball courts)
- Beaches, rivers and, lakes
- Trails and walking paths
- Skate facilities and infrastructure
- Green spaces around higher education campuses universities
- Youth hubs
- School facilities – indoor or outdoor outside of curriculum time
- Outdoor gym equipment
- Laneways, rail trails and other ‘informal’ spaces
- Private (e.g. commercial gym facilities, pending access)

Examples of Sites deemed **out of scope** of the initiative are:

- Schools *during curriculum time*
- Sites where significant capital works would be required to make them safe and suitable for activation
- Sites that are not seen as safe, welcoming and inclusive (where these perceptions cannot be overcome) (e.g. Sites that are not inclusive for certain subgroups of the Priority Population, such as LGBTIQ+ young people)



It is noted that understanding perceptions of current spaces could be an important consideration in overcoming barriers (i.e. if spaces are not currently seen as safe, welcoming, inclusive by some or all target groups).

## Activities

VicHealth encourages the establishment broad and diverse Activities, with the key requirement being that those Activities are designed to get participants physically active.

Examples of the kind of Activities that could be delivered at the above Sites include (but are not limited to):

- Indoor activities (e.g. dance, rock climbing, Zumba, exercise classes, yoga)
- Outdoor activities (e.g. organised sports, Live Action Role Play, parkour, guided nature walks)
- Social sport/ informal sport (e.g. 'pick up' games, modified sport activities or programs)
- Active recreation (e.g. walks, rides, community led groups)
- Nature-based activities (e.g. hiking, bushwalking, lakes, rivers or ocean activity)
- Virtual activities that get participants active (e.g. virtual nature walks, virtual sports, etc.)
- Provision of equipment/ facilities for self-driven play (e.g. bats, balls, nets, table tennis tables, etc.)

Examples of Activities deemed **out of scope** are:

- Activities that duplicate existing local offerings (e.g. structured sporting competitions where the same is already provided in the Location) without any clear point of difference or unique value add
- Activities requiring substantive investment in infrastructure (e.g. turning open space into a BMX track)
- Activities that are exclusive or do not create a safe environment for all young people (e.g. activities that don't take into account different levels of skill and ability, which led to the more skilled young people potentially dominating the activities at the expense of others, Activities where young people report they don't feel welcome or included)

Other key considerations in designing Activities include:

- Involvement of young people in the decision-making process as much as possible.
- Involvement of young people in the delivery of Activities as much as possible.
- Activities need to deliver on unmet demand rather than duplicate existing offerings (i.e. things young people want to do **that are not already offered** in the local community or

offered in the community in a way that might not be suitable or appeal to the Priority Population)

- It is the expectation that Activities will be delivered at no cost/ low cost to participants. Therefore, Activity design and investment should be focused on safe and effective delivery that maximises participant experience, rather than 'add-ons' such as uniforms, branding and livery
- Inclusive practice should be central to Activity design and implementation
- Sustainability and longevity of the Activities within the Sites across the 16 Locations
- Ensuring that the mix of Activities (and Sites) within any single Location provides breadth of opportunities for all members of the Priority Population and are informed by inclusive consultation, engagement and co-design (e.g. while not *every* Activity in a given Location may be suitable for a person with a certain disability, there should be a range of Activities that are)

## Appendix B: Co-design Spectrum

Source:

<https://www.vichealth.vic.gov.au/search/co-design>

<https://www.vichealth.vic.gov.au/-/media/ResourceCentre/PublicationsandResources/Mental-health/Co-design-alongside-other-approaches.pdf?la=en&hash=A4C3665CB0C070BD7C765F9C43709F87F8CD528D>



Taken from the International Association of Public Participation IAP2 spectrum.  
The inclusion of co-design takes participation to the next level of self determination.

## Appendix C

### Contract disclosure

The Government has a strong presumption in favour of disclosing contracts and, in determining whether any clauses should be confidential, specific freedom of information principles (including a public interest test) will apply. However, even if certain clauses are excised from public contracts, the Government cannot pre-empt the workings of the *Freedom of Information Act 1982* (Vic) or constrain the Auditor General's powers to secure and publish documents as he or she sees fit.

The Conditions of Tendering include a provision for the disclosure of contract information (refer section in Part A of the RFT dealing with “Use of Tenders”).

The provisions of the Proposed Contract in regard to confidentiality and disclosure should also be noted.

This provision is consistent with the Government's presumption of the full disclosure of contracts. Any non-disclosure of contract provisions must be justified by the successful Tenderer by applying the principles for exemption under the provisions of the FOI Act. Section 34(1) of the FOI Act provides that information acquired by an agency or a Minister from a business, commercial or financial undertaking is exempt under the FOI Act if the information relates to trade secrets or other matters of a business, commercial or financial nature and the disclosure would be likely to expose the undertaking unreasonably to disadvantage.

If a Tenderer wishes to withhold the disclosure of specific contract information, the Tenderer must clearly outline how the release of this information will expose trade secrets or expose the business unreasonably to disadvantage.

#### Trade secrets

In considering whether specific information should be categorised as a trade secret, Tenderers should assess:

- the extent to which it is known outside of the Tenderer's business;
- the extent to which it is known by the persons engaged in the Tenderer's business;
- any measures taken to guard its secrecy;
- its value to the Tenderer's business and to any competitors;
- the amount of money and effort invested in developing the information; and
- the ease or difficulty with which others may acquire or develop this information.

#### Unreasonable disadvantage

In determining whether disclosure of specific information will expose a Tenderer's business unreasonably to disadvantage, you should consider section 34(2) of the FOI Act. Broadly, you should consider:

- whether the information is generally available to competitors; and
- whether it could be disclosed without causing substantial harm to the competitive position of the business

VicHealth will consider these applications in the Tender assessment and negotiations with Tenderers.

## Appendix D – Supplier code of conduct Commitment

Tenderer to complete (Mandatory)

[insert tenderer name]

[insert tenderer address]

[insert date]

RFQ No: [insert RFQ no]

### COMMITMENT TO THE VICTORIAN STATE GOVERNMENT SUPPLIER CODE OF CONDUCT

1. I acknowledge that:
  - a. the Victorian State Government (**the State**) is committed to ethical, sustainable and socially responsible procurement;
  - b. the State has a Supplier Code of Conduct (**Code**) the Code describes the State's minimum expectations of the conduct of its suppliers in relation to:
    - i. integrity
    - ii. ethics and conduct
    - iii. conflicts of interest
    - iv. gifts, benefits and hospitality
    - v. corporate governance
    - vi. labour and human rights
    - vii. health and safety
    - viii. environmental management.
  - c. the expectations set out in the Code are not intended to reduce, alter or supersede any other obligations which may be imposed by any applicable contract, law, regulation or otherwise;
  - d. to ensure that the Code remains current and relevant, it may be amended or updated by the State; and
  - e. the Code includes an ongoing expectation that suppliers (including my organisation) will raise concerns or otherwise seek clarification in relation to any aspects of the Code, including any updates or amendments to the Code.
2. On behalf of my organisation, I:
  - a. confirm that the State's expectations of suppliers as set out in the Code are understood;
  - b. provide a commitment that if selected to supply services to any State department or public body my organisation will:
    - i. periodically check with reasonable frequency for updates and amendments to the Code; and
    - ii. aspire to meet the State's expectations of Suppliers as set out in the Code, including as updated or amended by the State.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Organisation: \_\_\_\_\_