Request for Tender (RFT) for:

**Evaluation of the VicHealth Local Government Partnership**

Reference number: PRD-01170

Issue Date: Wednesday 20 April, 2022

Place for lodgement: Buying for Victoria Tenders Portal (formerly TendersVIC)

Tenderers are advised to register at the tenders page of Buying for Victoria 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

1. The Opportunity

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.

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.

There are approximately 96 staff at VicHealth working on research projects, health promotion programs and campaigns in collaboration with government departments, universities, schools, local councils and the health promotion sector. VicHealth focuses on five key areas: increasing physical activity, reducing alcohol and tobacco use, improving mental wellbeing and encouraging healthy eating.

Objectives of this RFT

VicHealth invites **academic providers** to respond to this RFT for the design and delivery of the evaluation of the VicHealth Local Government Partnership (VLGP). The main objectives of the evaluation are:

1. Evaluate whether the capacity of councils (organisational level) and their staff (individual level) to engage with children and young people in planning actions for children and young people’s health and wellbeing have increased;
2. Assess the process of engagement with children and young people in co-design, and its outcomes from the perspective of councils and of participants;
3. Provide an overall evaluation of the VLGP model in increasing councils’ capacity to embed children and young people’s voices and actions in its Municipal Public Health and Wellbeing plans.
4. Provide an overall evaluation of the VLGP training in increasing councils’ capacity in systems thinking and other modules as delivered through the initiative
5. To assess whether child health and wellbeing initiatives in Victoria relating to the councils participating in the *Healthy Kids Healthy Futures* policy programs, specifically the Healthy Kids Advisors, have been successfully implemented in line with the government’s objectives related to obesity.

VicHealth’s specific requirements in relation to the Services are set out in RFT Part B of this RFT (Specification).

The initial term of the new contract arrangement is for 2 years, with the potential to extend the term for an additional 2 years.  It is intended that the contract arrangement will commence on or around July 2022.

1. Structure of RFT

This RFT comprises the following sections–

* **Introduction** – contains an overview of the opportunity presented in this RFT.
* **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 academic providers.
* **RFT Part C – Proposed Contract** contains the terms and conditions in compliance with which VicHealth desires the 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 – Program Logic for VLGP**.
* **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).**

In performing the Services outlined in this Tender, the successful Tenderer will:

(a) be able to provide the Services required by VicHealth in the manner set out in the Specification;

(b) be able to demonstrate a commitment and ability to working in collaboration with VicHealth over the term of any agreed contractual period to continuously seek improvements in value, efficiency and productivity in connection with the provision of the Services; and

(c) be prepared to work with VicHealth to continue to identify opportunities for improvement in the quality and level of service provided to VicHealth, for the mutual benefit of both VicHealth and the Tenderer.

All Victorian departments are committed to improving environmental outcomes through the consideration of environmental factors when determining overall value for money in the procurement of services. Consideration of environmental factors is reflected in the requirements of this RFT.

# RFT PART A – CONDITIONS OF TENDERING

1. 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 16.1 (Definitions) of this RFT Part A. Capitalised terms defined elsewhere in this RFT but not referred to in clause 16.1 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 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-01170

1.2 Project Manager and Contracts & Procurement Coordinator

|  |  |
| --- | --- |
| VicHealth Contact/ Project Manager | |
| Name and title | Andrew Joyce  Lead, Research and Impact Team |
| Email Address | [tenders@vichealth.vic.gov.au](mailto:tenders@vichealth.vic.gov.au) |
| Contracts & Procurement Coordinator | |
| Name and title | Melinda Swale  Planning and Business Improvement Manager |
| Email Address | [tenders@vichealth.vic.gov.au](mailto:tenders@vichealth.vic.gov.au) |

1.3 Indicative timetable\*

|  |  |
| --- | --- |
| Activity | Date |
| RFT issued | 12noon AEST, Wednesday 20th April 2022 |
| Tender Briefing (Teams Meeting Link [here](https://teams.microsoft.com/l/meetup-join/19%3ameeting_MDlkZmFiZWEtNmFlMi00MjQxLWI5MWMtNmRkOWYyOGFjMzM3%40thread.v2/0?context=%7b%22Tid%22%3a%227a928964-2e45-446d-b627-6e3a00389297%22%2c%22Oid%22%3a%2270a35b72-987e-4753-9c0a-003a6ef98dbd%22%7d)) *Note: This Briefing will be recorded* | 1-2pm AEST, Thursday 28th April 2022 |
| End of period for questions or requests for information  (See clause 4.2 (Requests for clarification or further information)) | 12noon AEST, Wednesday 11th May 2022 |
| **Closing Time**  (See clause 5.2 (Late tenders)) | **2.00pm** **AEST**, Monday 16th May 2022 |
| Intended completion of assessment of Tenders | 23rd May 2022 |
| Negotiations with Tenderer(s) (if applicable) | 30th May 2022 |
| Intended formal notification of successful Tenderer(s) | 6th June 2022 |
| Intended execution of Proposed Contract(s) | Late June 2022 |
| Intended commencement date | July 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 debrief for unsuccessful Tenderers will be provided after the conclusion of the Tender process if requested.

1.4 Additional materials

|  |  |
| --- | --- |
| **Item** | **Description** |
| Appendix A | Program Logics |
| Appendix B | Supplier Code of Conduct Commitment |

1.5 Lodgement of Tenders

|  |  |
| --- | --- |
| Website address | Buying for Victoria Tenders Portal (formerly TendersVIC): [www.tenders.vic.gov.au](http://www.tenders.vic.gov.au)  Once registered on the Portal, you will be directed to VicHealth’s Stakeholder Portal - <https://vichealth.force.com/s/login/> to submit your response. |

* + - 1. 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:

1. the RFT and any other information given, received or made available in connection with the RFT, including any additional materials specified in item 1.4 (Additional Materials) of RFT Part A and any revisions or addenda;
2. the Tendering Process; and
3. any communications (including any Tender Briefings, presentations, meetings or negotiations) relating to the RFT or the Tendering Process.
   * + 1. 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 Services set out in the Specifications 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 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 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 1.4 of the Details. Tenderers should familiarise themselves with these additional materials.

* + - 1. 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:

* the basis for the complaint (specifying the issues involved);
* how the subject of the complaint (and the specific issues) affect the person or organisation making the complaint;
* any relevant background information; and
* 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

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

4.7.2 In ensuring that suppliers of services maintain alignment to these objectives and statutory obligations VicHealth has established a Harmful Industry Funding and Procurement Policy. Information about VicHealth’s Harmful Industry Relationship Funding and Procurement Policy is available [here](https://www.vichealth.vic.gov.au/media-and-resources/vichealth-harmful-industry-relationship-funding-and-procurement-policy).

4.7.3 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.

4.7.4 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.

4.7.5 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 in your application form.

*Note to Tenderers: Only Tenderers capable of providing all of the 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

4.8.1 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.

4.8.2 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 Services under any contract that may result from this RFT.

4.8.3 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.

4.8.4 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.

1. 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 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:

* their Tender is presented in the required format as set out in RFT Part D; and
* 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 by VicHealth to provide additional information.

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:

1. as required by law (including, for the avoidance of doubt, as required under the *Freedom of Information Act 1982* (Vic) (FOI Act));
2. for the purpose of investigations by the Australian Competition and Consumer Commission or other government authorities having relevant jurisdiction;
3. to external consultants and advisers of VicHealth engaged to assist with the Tendering Process; or
4. 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, 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, expect 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):

1. the name of the successful or recommended Tenderer(s);
2. the value of the successful Tender; and
3. 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 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 8.4 (Unreasonable disadvantage) of RFT Part A.

1. 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:

1. **Complies** means that in all respects the Tenderer’s Response meets or otherwise satisfies all specified outputs, characteristics or standards.
2. **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.
3. **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:

* **Complies** means that the Tenderer accepts the contractual provision in every respect (including the wording of the provision).
* **Will comply** **subject to conditions** means that the Tenderer will comply with the relevant contractual provision subject to certain specified conditions.
* **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:

1. the Tenderer also provides a conforming Tenderer’s Response; and
2. the alternative proposal is clearly identified as an “Alternative Tender”.
   * 1. An Alternative Tender may:
3. not comply with the Specifications for the relevant Services due to inherent design or capability in the operation of the Services; or
4. provide the 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:

1. the outputs, functional, performance and technical aspects of the requirement; or
2. minimisation of environmental impact;
3. 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.

1. 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 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.

1. 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:

1. shortlist one or more Tenderers;
2. commence or continue discussions with all or some Tenderers without shortlisting any Tenderers; or
3. 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:

1. specific assessment criteria identified in the list below;
2. the overall value for money proposition presented in the Tenderer’s Response; and
3. 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:

* quality levels;
* performance standards; and
* 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:** | **Assessment approach** |
| --- | --- |
| *Functional Specifications (see Part D )* | *Weighting and Scores* |
| 1. Executive Summary 2. Capacity to deliver 3. Capability 4. Past Performance and current work 5. Quality Systems for deliverables 6. Customer Service 7. Strategic 8. Innovation 9. Social Procurement 10. Sustainability | -  20%  35%  20%  10%  5%  2.5%  5%  -  2.5% |
| 1. Links with Harmful Industry including Tobacco Industry 2. Child Safety Requirements | Assessed against guiding principles. |
| **Mandatory Assessment Criteria** | **Pass/ Fail** |
| 1. Compliance with the Proposed Contract 2. Financial viability 3. Risk and Insurance 4. Individual Conflict of Interest 5. Supplier Code of Conduct   6. Any other matters |  |
| **Financial** | **Ranked 1st, 2nd, 3rd etc** |
| 1. Costings |  |

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 Services), a demonstration of the Services.

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:

1. conduct a site visit;
2. provide references or additional information; and/or
3. 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.

1. 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 Services. No legal relationship will exist between VicHealth and a successful Tenderer for the supply of the 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 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](https://www.buyingfor.vic.gov.au/supplier-code-conduct) (the Code). Please complete the Supplier Code of Conduct Commitment in Appendix B.

12. Tenderer Warranties

12.1 By submitting a Tender, a Tenderer warrants that:

1. 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;
2. it did not use the improper assistance of VicHealth employees or information unlawfully obtained from VicHealth in compiling its Tender;
3. 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;
4. it otherwise accepts and will comply with the rules set out in this RFT Part A of the RFT; and
5. it will provide additional information in a timely manner as requested by VicHealth to clarify any matters contained in the Tender.

13. VicHealth’s Rights

13.1 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:

1. cease to proceed with, or suspend the Tendering Process prior to the execution of a formal written contract;
2. alter the structure and/or the timing of the RFT or the Tendering Process;
3. vary or extend any time or date specified in this RFT for all or any Tenderers or other persons;
4. terminate the participation of any Tenderer or any other person in the Tendering Process;
5. require additional information or clarification from any Tenderer or any other person or provide additional information or clarification;
6. negotiate with any one or more Tenderers and allow any Tenderer to alter its Tender;
7. call for new Tenders;
8. reject any Tender received after the Closing Time;
9. reject any Tender that does not comply with the requirements of this RFT; or

consider and accept or reject any alternative tender.

14. Governing Law

14.1 This RFT and the Tendering Process is governed by the laws applying in the State of Victoria.

14.2 Each Tenderer must comply with all relevant laws in preparing and lodging its Tender and in taking part in the Tendering Process.

15. Interpretation

15.1 Definitions

15.1.1 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.

**Goods** means the goods or other products required by VicHealth, as specified in RFT Part B of this RFT.

**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 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.

15.2  Interpretation

15.2.1 In this RFT, unless expressly provided otherwise:

1. a reference to:
2. “includes” or “including” means includes or including without limitation; and
3. “$” or “dollars” is a reference to the lawful currency of the Commonwealth of Australia; and
4. if a word or phrase is defined its other grammatical forms have corresponding meanings.

15.3 Inconsistency

15.3.1 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

1. Background

The **‘VicHealth Local Government Partnership (VLGP)’** is an initiative undertaken by VicHealth, in partnership with Victorian local councils, to set Victorian kids up for their best possible future by creating communities where **children and young people grow up active, socially connected and healthy.**

To date, the VicHealth Local Government Partnership has had two intakes, accumulating 23 participating local councils. These fast-track council partners are committed to building their capacity to engage with children and young people, ensuring that their voices are embedded in their respective Municipal Public Health and Wellbeing Plans 2021-25.

There are three streams of participating councils.

Stream 1: includes 13 councils that has the most extensive involvement, inclusive of training and resources provision;

Stream 2: includes 3 councils that have similar levels of resourcing but whose training requirements are slightly less than stream 1;

Stream 3: includes 7 participating councils. The resources provided and training requirements of stream 3 are less than stream 1 and 2.

In designing the evaluation, it will be important to consider a recruitment and analytic frame that takes into account the three different levels of support that is being provided through these three streams.

During the two years of the evaluation contract, it may also be the case that additional councils are added to this list and additional training modules are provided. In both cases this will require a renegotiation of the sampling frame (number of interviews per participating council etc), but not an increase in the evaluation budget itself. Question schedules for interviews, focus groups, and surveys (depending on which methods are chosen) may also need to vary as changes to VLGP are made.

The current partners include 11 Rural Shires, 6 Regional Cities and 6 Metropolitan localities, as follows:

* Ballarat City Council
* Bayside City Council
* Buloke Shire Council
* Central Goldfields Shire Council
* City of Greater Bendigo
* Colac Otway Shire Council
* East Gippsland Shire Council
* Glenelg Shire Council
* Golden Plains Shire Council
* Greater Dandenong City Council
* Greater Shepparton City Council
* Indigo Shire Council
* Hume City Council
* Latrobe City Council
* Melton City Council
* Mildura Rural City Council
* Mornington Peninsula Shire Council
* Nillumbik Shire Council
* Northern Grampians Shire Council
* Southern Grampians Shire Council
* Strathbogie Shire Council
* Warrnambool City Council
* Wellington Shire Council
  1. Objectives of the VLGP

1. Increase the skills and confidence of Council workforce and their community partners in the application of co-design with young people, related evaluation and, for the initial 13 councils, systems thinking
2. Develop and strengthen networks within and between local councils and health promotion partners with expertise in designing and delivering effective approaches to improving children and young people’s health
3. Deliver evidence informed health promotion modules which outline how to improve access to healthy food, physical activity and social connection opportunities for children and young people at a local level that are utilised by the local councils in the actioning of their MHWBP.
4. Provide evidence-informed support to address other priority issues through council business (including reducing tobacco and alcohol harm and embedding everyday creativity in council operations and spaces)
   1. Approach

The VLGP model has a strong emphasis on building capacity within participating councils to authentically engage with children and young people - and for the initial 13 councils, use systems thinking - to guide the development, prioritisation and implementation of children and young people’s wellbeing actions into council’s strategies and planning.

Participating councils are receiving enhanced support to develop and deliver action on children and young people’s health and wellbeing through their Municipal Public Health and Wellbeing Plans for 2021–2025. Support is provided in **four key areas**, which councils identified were key in achieving sustained change and in improving the health and wellbeing of children and young people in their communities:

Funding and capacity building to strengthen local workforce

Best-practice health promotion modules to inform local government action

Collaboration with expert partners via a coordinated and localised approach

Data and monitoring support and assistance to capture data for evaluation of their Municipal Public Health and Wellbeing Plans

The VLGP also aligns with the Department of Health’s ‘*Healthy Kids Healthy Futures’* initiative with 13 of the VLGP councils from Stream 1 also participating in the **Healthy Kids Advisors** program. For more information about this action plan, please see this link:

<https://www.health.vic.gov.au/health-strategies/healthy-kids-healthy-futures>

|  |
| --- |
| Further information about the VicHealth Local Government Partnership can be accessed at <https://www.vichealth.vic.gov.au/programs-and-projects/local-government-partnership>, and the [VLGP overview document](https://www.vichealth.vic.gov.au/-/media/ResourceCentre/Local_Government_Partnerships-26042021_V2-(1).pdf?la=en&hash=172C523CB6153D38F5A6FEA3F320BA3DB3B563BC). The **program logic** for VLGP can be found **in Appendix A.** |

2. Scope of the RFT

2.1. In scope

The main objectives of this Evaluation of the VLGP are to:

* Evaluate whether the capacity of councils (organisational level) and their staff (individual level) to engage with children and young people in planning actions for children and young people’s health and wellbeing have increased;
* Assess the process of engagement with children and young people in co-design, and its outcomes from the perspective of councils and of participants;
* Provide an overall evaluation of the VLGP model in increasing councils’ capacity to embed children and young people’s voices and actions in its Municipal Public Health and Wellbeing plans.
* Provide an overall evaluation of the VLGP training in increasing councils’ capacity in systems thinking and other modules as delivered through the initiative
* To assess whether child health and wellbeing initiatives in Victoria relating to the councils participating in the *Healthy Kids Healthy Futures* policy programs, specifically the Healthy Kids Advisors, have been successfully implemented in line with the government’s objectives related to obesity.

The following elements will need to be considered in the evaluation approach:

|  |  |
| --- | --- |
| **Element** | **Description** |
| **Organisational level change** | The focus is on changes to planning, reporting, and processes that councils have undertaken based on the training and support that has been provided through this initiative. This can include a retrospective analysis of available past reports, plans and processes compared to those produced during and after the training.  Some brief literature review work will also be required on systems thinking approaches in health promotion and systems level changes in local government (use of different levels of indicators for tracking change). The exact scope of this literature review can be refined at commencement stage. At this stage, budget would need to be allocated to this work. This will help refine the methodology for assessing reports, plans and processes. |
| **Individual level (council staff) change** | The focus is on ideas and strategies that staff have used in their work due to the VGLP, that is, whether they have been applying systems concepts and other learnings coming from the modules, into their practice. This should also include an assessment of topics which staff have identified as not been translatable into practice, including understanding of some of the enablers and barriers to implementation. As mentioned previously, the extent which different ‘streams’ of councils have completed the various training modules will need to be factored into the evaluation design. |
| **Feedback on the co-design process with young people** | One of the key innovations of the VLGP is its emphasis on engagement of young people in the co-design process by which councils will design, implement, and evaluate their children and young people’s health and wellbeing promotion actions and programs. The evaluation should include the perspectives of those involved in the co-design process (both young people and staff), including, amongst other aspects: what they considered effective about the process, what could have been improved, whether they felt listened to and supported during the process, and whether they observed any changes in their attitudes and knowledge about the issues addressed in the co-design process. |
| **Feedback on the role of Healthy Kids Advisors and other Department of Health funded programs:** | The VLGP is working in partnership with the Department of Health’s *Vic Kids Eat Well* initiative. As part of this initiative, the Stephanie Alexander Kitchen Garden Foundation is leading the **Healthy Kids Advisors** component, which operates in 13 targeted local government areas (Stream 1 councils). The role of the Healthy Kids Advisors is to support community organisations to take simple steps towards increasing healthy food and drink options, with a focus on supporting participation in Vic Kids Eat Well.  More information about the program can be found [here](https://www.kitchengardenfoundation.org.au/healthy-kids-advisors)**.** |
| **Value of the community of practice** | Council staff participate in a community of practice to enhance partnerships and share ideas of successful planning and practices. The evaluation should include an assessment of the value of the community of practice approach. |
| **Case Study Deep Dives** | There is scope for between approximately five case study deep dives. The focus will be on the process by which these systems thinking and co-design processes are being used in practice, not the impact of these strategies. This will not include any primary data collection or analysis from community members (see out of scope section) apart from some potential involvement in interviews or focus groups. |

2.2. Out of scope

The supplier is **not required** to:

* Capture data or conduct evaluation on behalf of the councils;
* Provide training of support to improve the capacity of councils to undertake their own evaluation (there is a separate piece of work to train and support councils with their own evaluation);
* Determine the impact of any strategies that individual councils are undertaking;
* Conduct a placed based audit of the food systems and physical activity environment;
* Evaluate specific training sessions. That is, there is no requirement to evaluate the quality of the training sessions immediately post-session. This is already being evaluated.

2.3 Reporting

Guidelines and tools for the development and distribution of monitoring and evaluation reports will need to be prepared that correspond to the requirements of different audiences in terms of frequency, content and style of communication. The indicative target audiences and minimum reporting frequency are as follows:

* VicHealth Managers – six-monthly
* Local Government – six-monthly
* VicHealth Board - yearly
* State Government - yearly

The provider will commit to attending meetings with VicHealth Policy, Strategy and Impact Group, the VicHealth Evaluation Team (led by the nominated VicHealth Project Manager) and program partners to provide progress update presentations as required.

Further reporting requirements may be negotiated with the successful Tenderer, based on the key deliverables and milestones determined in line with the successful proposal.

3. Project Deliverables

The successful Tenderer will be required to work in partnership with VicHealth and our program partners (e.g., local government, community program providers, research partners) to undertake the required components outlined in the Scope of this RFT.

Deliverables for this RFT are:

1. Guided by the RFT Background and requirements outlined in the Scope, develop a workplan clearly articulating how the evaluation will be developed, roles and responsibilities of your organisation’s team members, proposed roles and responsibilities for VicHealth team members and partners, and timelines.
2. Develop a risk management plan from a project delivery perspective and an organisational risk register perspective i.e. strategic and operational risks, and conflict of interest risks
3. Design and deliver an innovative, fit-for-purpose evaluation methodology according to the RFT scope
4. Analyse and interpret data for all evaluation components.
5. Advise on implications of evaluation findings to support ongoing VicHealth program development and make recommendations to VicHealth that enable improvement of its programs
6. Report on findings through provision of data summary displays and written reports including plain-English, impactful summaries with clear actionable insights, full reports with detailed methods, results and interpretation of findings at a standard that would be suitable for publication in a peer reviewed journal, and academic publications where appropriate. These need to be delivered throughout the duration of the project outlined in schedule 2.3 (Part B).
7. Prepare documentation and successfully obtain all ethics and research approvals, and Working with Children Checks required for design and delivery of the evaluation, as well as any relevant information sharing agreements and Privacy Impact Assessments as required for the evaluation.
8. Attend meetings with VicHealth team members, the VicHealth Evaluation Team and program partners, as required
9. Manage logistics and costs associated with the operational delivery of all components of this evaluation project’s deliverables.
   1. Important Dates

|  |  |
| --- | --- |
| Activity | Date |
| RFT issued | 12noon AEST, Wednesday 20th April 2022 |
| Tender Briefing (Teams Meeting Link [here](https://teams.microsoft.com/l/meetup-join/19%3ameeting_MDlkZmFiZWEtNmFlMi00MjQxLWI5MWMtNmRkOWYyOGFjMzM3%40thread.v2/0?context=%7b%22Tid%22%3a%227a928964-2e45-446d-b627-6e3a00389297%22%2c%22Oid%22%3a%2270a35b72-987e-4753-9c0a-003a6ef98dbd%22%7d)) *Note: This Briefing will be recorded* | 1-2pm AEST, Thursday 28th April 2022 |
| End of period for questions or requests for information  (See clause 4.2 (Requests for clarification or further information)) | 12noon AEST, Wednesday 11th May 2022 |
| **Closing Time**  (See clause 5.2 (Late tenders)) | **2.00pm** **AEST**, Monday 16th May 2022 |
| Intended completion of assessment of Tenders | 23rd May 2022 |
| Negotiations with Tenderer(s) (if applicable) | 30th May 2022 |
| Intended formal notification of successful Tenderer(s) | 6th June 2022 |
| Intended execution of Proposed Contract(s) | Late June 2022 |
| Intended commencement date | July 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.

5. Performance Measures

1. Transparency and appropriateness of evaluation design and methods as outlined in Part B, Section 3 (Project Deliverables)
2. Responsiveness and quality of advice from allocated staff
3. Quality of evaluation outputs as outlined in Part B, Section 3 (Project Deliverables)
4. All deliverables provided according to schedule agreed with VicHealth
5. Pricing

The budget for this work is up to $400,000 (excluding GST) over two years, with the potential to extend the contract for an additional 2 years.

When providing pricing, it is important to be aware that the ability to deliver the services within the specified time frame and to the required level of quality is a key consideration in appointing a supplier. Value for money is a key assessment criteria.

**Please provide a pricing schedule** to deliver your Proposal matched to personnel and timeframes. In addition, provide clearly itemised pricing that matches the breakdown of your proposed methodology and approach to this project.

In addition to your pricing schedule, please list hourly or daily rates, and number of hours or days required of specific personnel, which may be used to calculate variations in the contract should you be successful in securing the project.

Any additional disbursements must be clearly identified, and estimates itemised.

All pricing information must clearly state whether it is inclusive or exclusive of GST.

1. Insurances

Please provide Certificate of Currency for the following insurances:

* Public liability insurance up to $10,000,000 per event for the Project Period and for 7 years following that period (regardless of any expiration or termination of this engagement).
* Professional indemnity insurance of at least $5,000,000 per event for the Project Period and for 7 years following that period (regardless of an expiration or termination of this engagement)
* Current Workers Compensation (WorkCover) certification

8. Service Delivery Conditions and Environmental Factors

* Ways of working: The design and development of program evaluation methods will require input and approval by the VicHealth Evaluation Team, led by the nominated VicHealth Project Manager.
* All contact with participating councils will need to be coordinated through the VLGP project team. This is to ensure that communication channels are clear for participating councils and that any evaluation activities requiring participation of council staff (participation in an interview, focus group, survey etc) are coordinated with existing training and other activities required of staff. Ensuring there is low burden requirement of staff in the evaluation will be critical.
* The specific details of the VLGP program are confidential; VicHealth will share relevant data with the successful Tenderer.
* The evaluation must be conducted in accordance with the *Australian Code for the Responsible Conduct of Research (2018).* Ethics approvals required for the project must be obtained and maintained for the duration of the project and copies of these approvals shall be provided to VicHealth within 30 days of approval or as requested.

# RFT PART C – PROPOSED CONTRACT



# RFT PART D – TENDERER’S RESPONSE

**Tender document**

In the case of electronic lodgement of this RFT, Tenderers must provide an electronic copy of the Tenderer’s Response in Microsoft Office Word format, submitted in accordance with the Conditions of Tender.

All responses must be provided within the specified boxes and must respond to the Specification (Part B) and Proposed Contract (Part C) in accordance with the Conditions of Tendering (Part A).

Do not include graphics or data in responses. Where necessary, any graphics or data should be placed at the end of the documents and referred to in the response.

Include the name of the Tenderer in the footer of the Tender.

All documents must be virus checked by the Tenderer before lodgement.

**Request for Tender for the Design and Delivery of the Evaluation of VicHealth Local Government Partnership (VLGP)**

**I/we accept the provisions contained in the Conditions of Tendering.**

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| --- | --- |
| **Name:** |  |
| **Title:** |  |
| **Signature of Tenderer’s Authorised Officer:** |  |

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| Tenderer’s Information | |
| **Tender Lead (name and title):** |  |
| **Name of Tenderer and address of registered office:** |  |
| **Place of registration:** |  |
| **Australian Company Number (or equivalent):** |  |
| **Australian Business Number (or equivalent):** |  |
| **Principal office in Victoria (if any):** |  |
| **Telephone:** |  |
| **Email:** |  |
| **Name and title of Tenderer’s authorised agent:** |  |
| **Date:** |  |

**Functional Specifications Assessment Criteria**

|  |
| --- |
| Executive Summary |
| Provide a brief executive summary providing an overview of your response to this RFT, including a brief summary of your organisation, your expertise in delivery and why you are well placed to deliver on VicHealth’s requirements. Word limit – [300] words |

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| Capacity to deliver (with the Specifications) | | |
| A Tenderer must provide a tabulated statement showing clearly, and in order of the relevant sections, its level of compliance with Part B (Specification). Refer to Section 7.1, Part A for further instructions.  **Note: No response is required in respect of a particular section of the Specification where a Tenderer will comply with that section.** | | |
| Section | **Compliance Statement**  ***[Note to Tenderers:***  *The cells in this column need to state one of the following:*  ***Will comply subject to conditions; or***  ***Will not comply.***  *Remove this note when you prepare your Tender]* | **Explanation / Comment**  *[****Note to Tenderers:***  ***Where the statement in column 2 is “Will comply subject to conditions”, Tenderers should state in this column 3 the applicable conditions and the reason why those conditions are applicable. Where the statement in column 2 is “Will not comply” Tenderers should state in this column 3 the reasons for such non-compliance.***  ***In both cases, the nature and extent of non-compliance must be clearly stated.***  *Remove this note when you prepare your Tender.]* |
| Develop a workplan clearly articulating the Evaluation components outlined in Section 2, Part B (Scope of the RFT), and the related roles and responsibilities of each project member and timelines. |  |  |
| Develop a project management plan and risk management plan |  |  |
| Design and deliver a fit for purpose evaluation methodology according to the RFT Scope |  |  |
| Analyse and interpret data for all evaluation components |  |  |
| Advise on implications of evaluation findings to support ongoing VicHealth program development and make recommendations to VicHealth that enable improvement of its programs |  |  |
| Report on findings through provision of data summary displays and written reports including plain-English, impactful summaries with clear actionable insights, full reports with detailed methods, results and interpretation of findings at a standard that would be suitable for publication in a peer reviewed journal, and academic publications where appropriate. |  |  |
| Prepare documentation and successfully obtain all ethics and research approvals, and Working with Children Checks required for design and delivery of the evaluation, as well as any relevant information sharing agreements and Privacy Impact Assessments as required for the evaluation. |  |  |
| Attend meetings with VicHealth team members, the VicHealth Evaluation Team and program partners, as required. |  |  |
| Manage logistics and costs associated with the operational delivery of the evaluation. |  |  |
| **Supplementary Tender Items**  Where a Tender also includes the submission of supplementary or alternative approaches to the scope of the Tender, it must include any supplementary material, together with associated prices, which demonstrates in detail that such an addition or alternative will fully achieve and/or exceed all the specified outputs or functional and performance requirements together with references as to why the additional features may be advantageous. The details should be cross referenced to the appropriate clause number in the Specification.  *Word limit – [250] words* |  | |

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| 3. Capability | |
| Knowledge of and experience in the industry:  Provide details of your team’s knowledge and experience in the area of evaluation, health promotion, community sector engagement and innovation, and technical expertise as it applies to the required Services.  *Word limit – [300] words* |  |
| Infrastructure and other support  Provide details of your team and any partner organisation (including location) and the support which will be used to provide the requirement.  *Word limit – [300] words* |  |
| Staff resources  Provide a brief curriculum vitae for each team member who will work on this project including their role in the project and details of their capacity to deliver this including their qualifications, experience and skills.  *Word limit – [150] words each* |  |
| Schedule of proposed sub-contractors  Provide details of each proposed sub-contractor (if any) to be engaged in connection with the provision of the Services and the project member they will report to. Also, define the scope and extent of services to be provided by each sub-contractor. | Subcontractor’s name:  **Address:**  **Goods or services to be provided:** |
| Methodology  Provide details of the methodology and approaches you propose to use to design and deliver the evaluation. Please ensure the response clearly addresses each of the items in sections of the Scope in Part B of this RFT  *Word limit – [1000] words* |  |
| **Work plan**  Provide details of the proposed work plan to be implemented in the provision of the Services, in particular meeting deadlines.  *Word limit – [500] words* |  |
| **Risk management plan**  Provide details of the proposed risk management plan to guide the provision of services, a project delivery perspective and an organisational risk register perspective i.e. strategic and operational risks  *Word limit – [500] words* |  |

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| 4. Past Performance and Current Work | |
| **Previous work**  Detail up to three previous examples of work related to the requirements detailed in the Specification.  *Word limit – [500] words* |  |
| **Current work**  Detail current work related to the requirements detailed in the Specification.  *Word limit – [300] words* |  |
| **Public sector experience**  Briefly detail up to three previous experiences with evaluation for the public sector in the past three years, as it relates to the requirements detailed in the Specification.  *Word limit – [400] words* |  |
| References Provide three referees that VicHealth could contact regarding your ability to provide to the Goods and/or Services required under the Specification. Note: VicHealth reserves the right to contact any of the Tenderer’s previous customers. | **Client and contract details:**  **Description of service:**  **Period:**  **Client and contract details:**  **Description of service:**  **Period:**  **Client and contract details:**  **Description of service:**  **Period:** |

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| 5. Quality system for deliverables | |
| Outline how you will comply with the comply with the Privacy Principles and Victorian Protective Data Security Standards as outlined in the Privacy and Data Protection Act 2014. Compliance with ISO/IEC 27001 Information Security and ISO/IEC 27701 Privacy Information Management or equivalent is desirable *Word limit – [250] words* |  |
| Does your organisation have a certified Quality Management System? If YES, to which standard are you accredited? |  |
| If you are not currently certified, are you in the process of achieving certification? If YES:   * To which standard? * When did you commence? * Targeted date for completion? * Accreditation body being used? |  |
| If you are not in the process of achieving certification, briefly detail how you intend to ensure that the Goods or Services meet the client’s requirements and industry standards for quality. *Word limit – [150] words* |  |
| If required, are you prepared to undergo a quality assessment by VicHealth or its representatives? *Word limit – 150 words* |  |
| What is the current QA level of proposed sub-contractors (if any)? | **Sub-Contractor**  Name:  QA level: |

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| 6. Customer service | |
| Customer Service Plan VicHealth requires some indication of the level of customer service you would offer. Provide details of the Customer Service Plan you would undertake for this contract.  *Word limit – [250] words* |  |
| What methods will you employ to gather end user feedback? *Word limit – [150] words* |  |
| What strategies will be used to ensure continuous improvement for the service? *Word limit – [150] words* |  |
| What other customer service orientated proposals do you have which will enhance your bid? *Word limit – [150] words* |  |
| Benchmarking Provide details of what you consider to be appropriate performance measures and benchmarks.  *Word limit – [150] words* |  |
| **Transition In Plan**  Provide a Transition In Plan identifying the tasks and responsibilities attributed to the Tenderer and to VicHealth.  *Word limit – [250] words* |  |
| **Transition Out Plan**  Provide a brief Transition Out Plan identifying the tasks and responsibilities attributed to the Tenderer and to VicHealth.  *Word limit – [250] words* |  |

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| 7. Strategic | |
| Provide details of the location of your head office and any networking facilities which you believe may support your ability to perform the contract at a high level. *Word limit – [250] words* |  |
| State details of any non-metropolitan Victoria based offices within your organisation, (or affiliated companies, if any) that could service regional requirements. *Word limit – [250] words* |  |

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| 8. Innovation | |
| Specify any innovative approaches and/or practices in evaluation that you will use and which may result in greater “value for money”.  *Word limit – [300] words* |  |

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| 9. Social Procurement | |
| VicHealth is committed to Victorian Government’s Social Procurement Framework <https://buyingfor.vic.gov.au/social-procurement-victorian-government-approach>  **Describe how your organisation engages with:**   * *Opportunities for Victorian Aboriginal people* * *Opportunities for Victorians with disability* * *Women’s equality and safety* * *Opportunities for disadvantaged Victorians* * *Supporting safe and fair workplaces* * *Sustainable Victorian social enterprises and Aboriginal business sectors* * *Sustainable Victorian regions* * *Environmentally sustainable outputs* * *Environmentally sustainable business practices*   *Describe your previous experience employing people for the above categories. Give details on number, type, duration and/or locations.*  *Word limit – [250] words* |  |

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| 10. Sustainability | |
| Describe how your organisation manages Environmental Sustainability in delivering goods/services.  *Word limit – [250] words* |  |

**Mandatory Assessment Criteria**

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| 1. Compliance with the Proposed Contract | | |
| A Tenderer must provide a tabulated statement showing clearly, and in order of the relevant clauses, its level of compliance with Part C (Proposed Contract). Refer to Section 7.2, Part A (Conditions of Tender) for further instructions.  **Note: Please state your departures to our Proposed Contract in the format below:** | | |
| **Clause number** | **Compliance Statement**  [**Note to Tenderers**: The cells in this column need to state one of the following:  ***Will comply subject to conditions; or***  ***Will not comply.***  *Remove this note when you prepare your Tender.]* | ***Explanation/Comment***  [**Note to Tenderers**:  ***Where the statement in column 2 is “Will comply subject to conditions”, Tenderers should state in this column 3 the applicable conditions and the reason why those conditions are applicable.***  ***Where the statement in column 2 is “Will not comply” Tenderers should state in this column 3 the reasons for such non-compliance.***  ***In both cases, the nature and extent of non-compliance must be clearly stated, together with any amendments that would make the relevant clause acceptable to the Tenderer.***  *Remove this note when you prepare your Tender.]* |

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| Financial viability | |
| Tenderers are required to demonstrate that they have the financial capacity to provide, over the term of the contract, all the requirements specified in this RFT. Accordingly, you are required to provide the following information.  **If the answer to any of the following questions is “yes”, provide an explanation.** | |
| 1. Are there any significant events, matters or circumstances which have arisen since the end of the last financial year which may significantly affect the operations of the Tenderer? |  |
| 1. Are there any mergers/acquisitions either recent (within the past 12 months) or which are imminent? |  |
| 1. Are there any proceedings, either actual or threatened, against the Tenderer, its parent or associated entities or any director of the Tenderer, its parent or associated entities or have there been any such proceedings within the past five years? If so, what (if any) remedial action has been taken in respect of such proceedings? |  |
| 1. Are there any bankruptcy actions against a director of the Tenderer, its parent or associated entities, or has there been within the past five years? |  |
| 1. Are there any de-registration actions against the Tenderer, its parent or associated entities on foot, or have there been any within the past five years? |  |
| 1. Are there any insolvency proceedings, actual or threatened (including voluntary administration, application to wind up, or other like action) against the Tenderer, its parent or associated entities on foot, or have there been any within the past five years? |  |
| 1. Is the Tenderer, its parent or associated entities currently in default of any agreement, contract, order or award that would or would be likely to adversely affect the financial capacity of the Tenderer to provide the Goods and/or Services contemplated by this RFT? |  |
| 1. Are there any other factors which could adversely impact on the financial ability of the Tenderer to successfully perform the obligations contemplated by this RFT? |  |
| 1. Is the Tenderer solvent and able to meet its debts as and when they fall due in the normal course of business? |  |
| In addition to the information required above, Tenderers are required to undertake to provide to VicHealth (or its nominated agent) upon request all such information as VicHealth reasonably requires to satisfy itself that Tenderers are financially viable and have the financial capability to provide the Goods and/or Services for which they are tendering and to otherwise meet their obligations under the Proposed Contract. | |
| 1. Provide your undertaking to comply with this request. |  |

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| Risk and insurance | |
| **Schedule of insurance information**  Provide details of all relevant insurances maintained by the Tenderer, including cyber and data breach insurance. | Name of insurance companies:  **Public liability:**  Policy number(s):  Expiry dates: Limit of liability:Relevant exclusions: **Professional Indemnity:**  Policy number(s):  Expiry dates: Limit of liability:Relevant exclusions: **Workers Compensation:**  Policy number(s):  Expiry dates: Limit of liability:Relevant exclusions: |
| **Risk management strategies**  Provide details of all risk management strategies and practices of the Tenderer that would be applicable or relevant in the context of the supply of the Services. You may choose to include your Risk Management response from Part D Section 3 (Capability). |  |

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| Individual Conflict of interest | |
| Provide details of any interests, relationships or clients which may or do give rise to a conflict of interest and the area of expertise in which that conflict or potential conflict does or may arise and details of any strategy for preventing conflicts of interest. (Note: This does not pertain to conflicts with harmful industries which is addressed below) |  |
| Outline the processes you have in place to handle any future conflict of interest (actual or perceived).  **Note:** Current partners of the VLGP will need to outline how their involvement in delivering training and other components will not conflict with any role they may have in the evaluation, both perceived and real. |  |

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| Supplier Code of Conduct | |
| 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](https://www.buyingfor.vic.gov.au/supplier-code-conduct) (the Code).  Updates and amendments to the Code will also be made available at this website. | Please complete Supplier Code of Conduct Commitment in Appendix B. |

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| Any other matters | |
| Detail any matters which have not been covered in previous sections, and you believe need to be taken into consideration when your Tender is assessed. |  |

**Financial**

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| 1. Costing | |
| Pricing schedule – please upload pricing spreadsheet with your application |  |

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| Buying for Victoria website | |
| The Conditions of Tender include a provision for disclosure of contract information (refer to Part A of this RFT). Identify any information in your Tender which you consider falls within the following categories and which you consider should not be published (refer also to Section 6 of Part A). | |
| * 1. Trade secrets |  |
| * 1. Unreasonable disadvantage |  |

# Appendix A – Program Logic for VicHealth Local Government Partnership

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| --- | --- | --- | --- | --- | --- | --- |
| **Inputs** | **Outputs: Activities** | **Outputs: Participation** | **Short-term outcomes**  6-12 months | **Medium-term outcomes**  Up to 2 years | **Long-term outcomes**  Up to 5 years |  |
| **Partner Councils** | | | | | |  |
| VicHealth funding to councils  Insights and expertise of local children and young people  Systems thinking and co-design specialist expertise  Insights and expertise of local councils    Council workforce and local partner expertise and resources | Systems thinking capacity building module    Children & young people co-design module    VicHealth ‘core’ and ‘stretch’ health promotion modules      Communities of practice | Council workforce and local policy and practice stakeholders | Council workforce and their community partners have **organisational support, resources and capability** to apply systems thinking and co- design approaches to the planning and delivery of healthy eating, physical activity and social connection priorities  **Module design is aligned** with State, VicHealth and Municipal Public Health and Wellbeing Plans  Increased **peer-to-peer networking** and information sharing between councils | Council workforce and their community partners have consolidated **skills and confidence** in the application of systems thinking, co-design, module delivery leading to **increased opportunities** for children and young people to access council activities and spaces  **Non-fast-track councils adopt** modules | Long term evaluation, data and monitoring **processes are embedded** in council activity  **Policy and program changes** in relation to factors that enable physical activity, healthy eating and social connection are **embedded in a sustainable way** |  |
| **Expert partners** | | | | | |  |
| VicHealth and partner expertise | Development and implementation of health promotion Modules  connection and collaboration with local councils and VicHealth in a cohesive manner | Experts in health promotion module development, communities of practice and module implementation | Expert partners have an **increased understanding of the needs and context** of local councils and community partners  Increased council to expert networking and information sharing between councils | **Partnership networks** amongst different types of expert partners, and between local councils and expert partners, are developed and strengthened | **Alignment of evidence-based policy and practice** across health promotion expert partners, research institutes, VicHealth and Municipal Public Health and Wellbeing Plan. |  |
| **Children and young people living in fast-track Local Government Areas** | | | | | |  |
| Council workforce and local partner expertise and resources    Co-design expertise  Children and young people’s insights and expertise | Opportunities to co-design local solutions, planning and programs  Evidence based programs from VicHealth health promotion modules (some will require co-design with young people, others are programs that have been successfully trialled previously) | Children, young people and their families | Children and young people **have more opportunities to share their ideas** and have their voice heard by Councils  Children and young people have **increased sense of engagement with and influence of Councils** planning and service design  Children and young people have increased opportunities to co-design solutions with their Council and communities that are aligned to their needs | Children, young people and their families have **improved access** **to healthy food, physical activity opportunities and social connection opportunities that are** **aligned to their needs** | **Rates of healthy eating, physical activity and social connection are improved** amongst children and young people |  |
| **The community of fast-track Local Government Areas** | | | | | |  |
| VicHealth funding to council and communities | Evidence-based policy and programs from VicHealth health promotion modules | Local community | Local communities are **aware** of changes being implemented to support young people’s physical activity, healthy, eating, and social connection | Local communities have a **sense of pride and support** for observed community changes in access and opportunities.    Local communities experience a **flow on effect of improved access** to healthy food, physical activity opportunities and social connection opportunities    **Rates of satisfaction** with council achievements in the area of wellbeing increase | **Rates of healthy eating, physical activity and social connection are improved** amongst the wider community    **Potentially, life satisfaction and subjective wellbeing in communities has increased** |  |

# Appendix B– Supplier code of conduct Commitment

Tenderer to complete (Mandatory)

# [insert tenderer name]

[insert tenderer address]

[insert date]

RFT No: [PRD-01170]

**Commitment to the Victorian State Government Supplier Code of Conduct**

* + - 1. I acknowledge that:
  1. the Victorian State Government (**the State**) is committed to ethical, sustainable and socially responsible procurement;
  2. 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:
     1. integrity
     2. ethics and conduct
     3. conflicts of interest
     4. gifts, benefits and hospitality
     5. corporate governance
     6. labour and human rights
     7. health and safety
     8. environmental management.
  3. 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;
  4. to ensure that the Code remains current and relevant, it may be amended or updated by the State; and
  5. 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.

1. On behalf of my organisation, I:
   1. confirm that the State's expectations of suppliers as set out in the Code are understood;
   2. provide a commitment that if selected to supply goods and / or services to any State department or public body my organisation will:
      1. periodically check with reasonable frequency for updates and amendments to the Code; and
      2. aspire to meet the State's expectations of Suppliers as set out in the Code, including as updated or amended by the State.

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| --- | --- | --- | --- |
| Signature: |  | Date: |  |
| Name: |  | Position: |  |
| Organisation: |  |  |  |