



**NATIONAL ABORIGINAL COMMUNITY CONTROLLED HEALTH
ORGANISATION
(NACCHO)**

**INVITATION TO PARTICIPATE IN PANEL ARRANGEMENT
FOR THE PROVISION OF CONSULTANCY SERVICES TO
SUPPORT THE COALITION OF PEAKS**

Issued: 20 August 2021

Closing Date: 5:00pm on 3 September 2021

Note: Submissions received after the closing date and time may not be considered.

Submission Method:

By email to: accountant@naccho.org.au

Quotations must satisfy the conditions of participation and comply with all requirements.

Responses received by any other means will not be accepted.

Contact Officer:

Any question about the RFQ process or requirements must be directed to:

Contact Officer: Katrina Fanning

Title: Head of Secretariat, Coalition of Peaks Policy and Secretariat Team

Organisation: NACCHO

Email: katrinafanning@coalitionofpeaks.org.au



CONDITIONS FOR SUBMISSION OF AN APPLICATION TO PARTICIPATE IN A PANEL ARRANGEMENT FOR THE SUPPLY OF CONSULTING SERVICES

INVITATION DOCUMENTS

The Invitation Documents comprise of the documents listed in the contents page of the invitation.

APPLICANT'S WARRANTIES AND OBLIGATIONS

These Conditions of Submission prescribe the rules for the conduct of the application process. By applying, an Applicant agrees to comply with, and be bound by, the rules contained within these Conditions of Submission.

Except for any express statement contained in the Invitation Documents, the Applicant warrants that in lodging its application it did not rely on any express or implied statement, warranty, or representation, whether oral, written, or otherwise made by or on behalf of NACCHO, its officers, employees, agents or advisers. An Applicant cannot rely upon any document designated as "For Information Only".

This invitation is not an offer and these Conditions of Submission do not form part of the Deed of Standing Offer or any Service Order issued on behalf of NACCHO.

Prior to applying, an Applicant is deemed to have:

- examined all written documentation made available by NACCHO to the Applicants for the purpose of submitting an application; and
- examined all information relevant to the risks, contingencies and other circumstances having an effect on the application and obtainable by the making of reasonable enquiries.

CODE OF CONDUCT

Applicants, their employees, and agents shall:

- at all times act with integrity;
 - declare any actual or potential conflict of interest;
 - not collude or enter into any agreement with any other Applicant concerning the preparation of its application, pay any amount to an unsuccessful Applicant or seek to obtain knowledge of the price of any other application;
 - not attempt to influence the outcome of this process by offering gifts, employment or other benefits to NACCHO employees or persons engaged by NACCHO and others who are in a position to influence the award of the contract.
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SUBMISSION OF APPLICATIONS

The Applicant's submission must comply with the following:

- the submission shall be lodged in accordance with the requirements stated on the cover sheet of this Invitation document;
- all documents and schedules included with this Invitation shall be included in the submission; and
- the Applicant's submission shall become the property of NACCHO.

COSTS OF APPLICATION PREPARATION

Applicants bear all costs that they incur in the application process, which includes the costs of any subsequent contract negotiations prior to engagement by NACCHO.

ALTERNATIVE APPLICATION

Prior to closing of tenders, applicants may submit an alternate proposal outlining changes from the original proposal and reasons for this. However, NACCHO is not obliged to accept this alternate proposal.

APPLICATION ASSESSMENT AND NEGOTIATION

Tenders will be assessed against the Evaluation Criteria outlined in Item 5 of the Invitation.

At any time prior to finalisation of its panel of Service Providers NACCHO reserves the right to:

- seek clarification of any aspect of an application;
- make enquiries of any person, company or organisation to ascertain information regarding any Applicant and its application; or
- conduct an assessment of the financial viability of an Applicant.

If requested by NACCHO, selected Applicant(s) must provide additional written information regarding their application or their business or attend an interview.

REPRESENTATIONS

No representation made by or on behalf of NACCHO in relation to the Invitation Documents (or its subject matter) will be binding on NACCHO unless that representation is expressly incorporated into the Deed of Standing Offer of Service Order ultimately entered into between NACCHO and a successful Applicant.

CONFIDENTIAL INFORMATION

NACCHO will treat applications (including information submitted at the request of NACCHO after the date of close of applications) as confidential and will not disclose application contents, except as required by law.

The Applicant agrees that unless indicated otherwise, all information provided by NACCHO to the Applicant as part of this Invitation or during any engagement is confidential and the Applicant shall undertake to maintain such information as confidential.



ACCEPTANCE OF APPLICATION

The Applicant agrees and acknowledges that NACCHO is under no obligation to accept the lowest or any application received. In its absolute discretion, NACCHO may reject any application at any time or abandon this application process.

Nothing in this Invitation Document or any subsequent application assessment or negotiation process is to be construed as creating a binding contract (express or implied) between NACCHO and any Applicant. No legal relationship will exist between NACCHO and any Applicant unless and until NACCHO has delivered (either by post, courier, hand delivery or facsimile) a written Service Order to the successful Applicant at the address stated on the application form.

CONFLICT OF INTEREST

The Applicant warrants that at the time of submitting its application, it is not aware of any matters which could give rise to a real or perceived conflict of interest, except for any such matters disclosed within its application.

The Applicant must disclose in its application any matter which could give rise to a real or perceived conflict of interest during the tender process or during performance of the contract. In the event such a matter is disclosed, the Applicant must also detail how it proposes to avoid or manage the conflict. If the Applicant fails to disclose such a matter which a reasonable Applicant in its position should have been aware of, or its disclosure of such a matter is inaccurate or incomplete, then regardless of any subsequent dealings NACCHO may:

- a) terminate negotiations with the Applicant;
 - b) terminate consideration of the Applicant's application; or
 - c) terminate any contract between the Applicant and NACCHO in relation to this Panel, without any obligation on NACCHO to make any payment to the Applicant.
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(i) Conditions for Submitting an application to Participate in A Panel Arrangement for the Supply of Consulting Services

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1. Background

The National Aboriginal Community Controlled Health Organisation (NACCHO) is the national peak body representing 143 Aboriginal Community Controlled Health Services (ACCHOs). ACCHOs deliver comprehensive primary health care to more than half of the Aboriginal and Torres Strait Islander peoples nationally. As an act of self-determination, these services attend to all matters affecting health and wellbeing spanning transformative community empowerment through to individual health treatments and continuity of care.

NACCHO hosts the Secretariat for Coalition of Peaks, with NACCHO's Chief Executive Officer undertaking the role of lead convenor for this group.

The Coalition of Peaks is made up of more than 50 members of national and state and territory Aboriginal and Torres Strait Islander Peak Bodies. It was formed in 2018 to ensure that Aboriginal and Torres Strait Islander peoples had a genuine say in the next phase of Closing the Gap. The Peak bodies are directly involved in the policy, management, delivery and monitoring of services to Indigenous communities across a broad range of sectors including health, early childhood care and development, legal aid and native title.

In March 2019, the Coalition of Peaks entered into an historic Partnership Agreement on Closing the Gap with the then Council of Australian Governments (COAG) led by the Prime Minister of Australia. The Partnership Agreement, available on the COAG website, means that for the first time Aboriginal and Torres Strait Islander people, through their peak body representatives, will share decision making with governments on Closing the Gap.

In July 2020, the Coalition of Peaks entered into a National Agreement on Closing the Gap (Agreement) with all Australian governments and the ALGA. Under this Agreement, governments committed to a range of actions aimed at meeting the Priority Reform and Socioeconomic targets over ten years. The Priority Reforms are the transformational elements of the Closing the Gap framework.

The Parties to the National Agreement are required to develop and deliver implementation plans to support achievement of the Agreement's objectives and outcomes.

Successful suppliers will be engaged by NACCHO on behalf of the Coalition of Peaks Policy & Secretariat Team (Secretariat) for the purpose of providing services to Secretariat to assist with this important work at times and places as the Secretariat determines appropriate.

NACCHO's main offices are located at Level 5 East, 2 Constitution Avenue, Canberra, ACT.

Further information on Coalition of Peaks is available on our website www.coalitionofpeaks.org.au.



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2. Statement of Requirements

2.1 Summary of Requirements

- 2.1.1 In support of the Coalition of Peaks, NACCHO is seeking to establish a panel arrangement to provide the Services set out below at section 2.2.
- 2.1.2 NACCHO will enter into standing offer arrangements with successful Service Providers via a Deed of Standing Offer (the Deed).
- 2.1.3 The initial term of the Deed will commence on the date that both parties have signed the Deed and end 30 June 2023 with an option for NACCHO to extend the arrangements for a further period of 12 months on the terms and conditions set out in the Deed of Standing Offer.

2.2 Scope of Services Required

2.2.1 The Panel arrangements will cover the Service Categories set out below:

- Financial and economic analysis
- Policy development and analysis
- Program/project development and design
- Program/project management
- Program/project evaluation
- Strategic risk management
- Research and data collection
- Communications

Further details about the Service Categories are set out in [Attachment A](#) to this document.

- 2.2.2 In respect of each Service Category, Applicants may submit tenders to provide Services on an as required basis in relation to one, some or all the Service Categories.
- 2.2.3 Applicants should also include details of any lead times required, or any other restrictions that may impact on their being able to deliver the required services.

2.3 Deliverables, Timeframes and Milestones

2.3.1 Deliverables, timeframes, and milestones for any services that NACCHO engages a Panel Member for will be as per a Service Order issued in accordance with the relevant Deed of Standing Offer entered into between NACCHO and the Panel Member.

2.4 Standards and Key Performance Indicators (KPIs)

2.4.1 KPIs (if any) for the delivery of any Services for which NACCHO engages a Panel Member will be as per the Service Order issued in accordance with the relevant Deed of Standing Offer entered between NACCHO and the Panel Member.



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2.5 Requirements for Services

- 2.5.1 NACCHO reserves the right to screen and vet any potential personnel proposed in a quote or proposal prior to issuing a Service Order. This may include NACCHO conducting interviews with the proposed Personnel and/or their referees, as well as requiring documents to evidence the proposed Personnel's qualifications.
- 2.5.2 NACCHO reserves to right to accept or reject any tender proposal received based on its evolving business needs and the outcome of any vetting of proposed personnel.
- 2.5.3 Acceptance of a tender is not a guarantee of future work with NACCHO and NACCHO, as represented by Coalition of Peaks Secretariat, reserves the right to remove Service Providers from its Panel should work provided not meet the required standard as set out in the Service Order.

3. Panel Arrangements

3.1 Deed of Standing Offer

- 3.1.1 A Deed of Standing Offer will form the basis of the contractual arrangements between NACCHO and the Panel Member.
- 3.1.2 The initial term of the Deed will commence on the date that both parties have signed the Deed and end 30 June 2023 with an option for NACCHO to extend the arrangements for a further period of 12 months on the terms and conditions set out in the Deed of Standing Offer.

3.2 Refreshment of Panel

- 3.2.1 NACCHO may invite Service Providers to submit tenders to join the Panel as a new Panel Member at any time.
- 3.2.2 An equivalent assessment process to this process will be used to identify suitable Service Providers to be invited to join the Panel as new Panel Members.
- 3.2.3 Any opening of the Panel is not an opportunity to amend pricing for existing Panel Members.

4. Pricing

- 4.1 Applicants are to provide details of proposed pricing rates in the format specified in Schedule 2 of this Invitation.
- 4.2 Applicants must provide proposed pricing rates to cover the following:
- Short term rate – for periods of services less than three (3) months that NACCHO engages a Panel Member for as per a Service Order issued in accordance with the relevant Deed of Standing Offer
 - Long term rate – for periods of services greater than three (3) months that NACCHO engages a Panel Member for as per a Service Order issued in accordance with the relevant Deed of Standing Offer



4.3 Applicants should indicate any pricing that is, or may be, subject to variation during the proposed term of any Deed of Standing Offer entered as a result of this RFT, and state the basis upon which prices would, or would be expected to vary.

5. Evaluation Criteria

5.1 Basis of Evaluation

5.1.1 Tenders will be evaluated in accordance with the Technical Requirements and Value for Money of their Pricing Rates as set out below.

5.1.2 Service Providers are to include a statement of no more than one (1) page per Service Category in their Tender submission that addresses the Technical Requirements set out below.

Technical Requirements

Tenders will be evaluated in accordance with the following technical sub-criteria:

- the Service Providers ability to provide the Services in accordance with the Statement of Requirements, based on the skills, qualifications and/or experience of the Service Provider and/or proposed personnel and subcontractors in delivering the Service Categories tendered for.
- evidence of the Service Providers previous or comparable experience in delivering the Service Categories tendered for.

Value for Money

In considering the value for money of pricing rates NACCHO will take into account the level of expertise of Service Providers for the particular category of work compared with similar providers in the market, availability of resources to undertake the work and any proposed changes in pricing over the course of the Panel arrangements.

6. Response Requirements (General)

6.1 Conditions for Participation

6.1 The tender must be written in English and measurements expressed in Australian legal units of measurement

6.2 The tender must include the Applicant's Details in the format specified in Schedule 1 of this Invitation.

6.3 The tender must include details of relevant insurances, including a Certificate of Currency.

6.4 The tender must include a signed statement from the Applicant indicating compliance with the requirements of this Invitation in the format specified in Schedule 3 of this Invitation.

6.2 Confidentiality Requirements

All information provided in relation to this RFT, whether written or oral, must be kept in strict confidence by both the Service Provider and NACCHO where the information is not already in the public domain.



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6.3 Conflict of Interest

Where a Service Provider may have a conflict of interest in participating in this RFT process, the Service Provider must declare this conflict (or any potential for a conflict of interest).

Conflict of Interest declarations should include any previous associations with NACCHO or it's personnel.

Possessing a conflict of interest does not exclude the Service Provider from participating in this RFT.

6.4 Insurances

Successful Service Providers are required to have:

- a) Workers Compensation to an amount required by law,
- b) \$10,000,000 Public Liability, and
- c) \$5,000,000 Professional Indemnity.

7. The RFT Process

7.1 On closing of RFT submissions

- Following the closing date for RFT submissions, NACCHO will review all tenders received by the closing date to ensure they meet all requirement for the conditions of participations as per section 6.1.
- All tenders that meet the conditions of participation will then be evaluated against the evaluation criteria identified in section 5 and assessed as suitable or not suitable.
- All Service Providers will be notified of the outcome.

Establishment of Panel

Service Providers who have been assessed as suitable will be added to the panel for the provision of consultancy services to support the Coalition of Peaks.

NACCHO's Use of Panel

Panel Members may be engaged by NACCHO (as represented by the Coalition of Peaks Secretariat) for the purpose of providing a service within the Service Category tendered for.

There is no guarantee of a Service Order being issued to a Panel Member as a result of being on the panel.

Formal engagement and a contract between NACCHO and the Panel Member will be effected upon the signing of a Service Order by both parties. Conditions of engagement under such Service Order will be in the form contained in the Deed of Standing Offer.

The panel will be established as a non-exclusive panel. That is, NACCHO reserves the right to obtain any of the services listed in this RFT from Service Providers not listed on the panel for the provision of consultancy services to support the Coalition of Peaks.

7.2 RFT Process Indicative Timeframes

20 August 2021	RFT applications open.
3 September 2021	RFT applications close.
10 September 2021	Evaluations completed, and Service Providers notified of outcome.
17 September 2021	Deed of Standing Offers executed and panel established.

Attachment A – Services Categories

SERVICE CATEGORIES

1. Service Providers may submit tenders to provide Services on an as required basis in relation to one, some or all of the Service Categories listed below.
2. The Service Provider may have the capability to deliver some, or all of the sub-categories listed against each Service Category.
3. Tender submissions should clearly identify which Service Categories a Service Provider is tendering for.
4. The panel arrangements will cover the Service Categories set out below:

Financial and Economic analysis including:

- Benchmarking, economic, econometric, mathematical and financial modelling and analysis
- Economic advice
- Regulatory and policy analysis
- Data analytics
- Business cases and cost benefit analysis
- Supply and demand management and forecasting

Policy development and analysis including:

- Design, modelling and formulation
- Stakeholder engagement
- Review and analysis
- Monitoring and reporting
- Design and review of guidelines, frameworks and procedures

Program/Project development and design including:

- Contestability reviews
- Scoping studies and business cases
- Gateway reviews
- Define scope and objectives
- Resource analysis and strategies
- Design and mapping
- Evaluation strategies and methodologies
- Stakeholder engagement
- Current and future state analysis
- Governance

Program/Project management including:

- Performance and quality management
- Benefits management and monitoring
- Stakeholder engagement
- Implementation, reviews, and assurance
- Management frameworks and guidelines



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Program/Project evaluation including:

- Review and analysis
- Monitoring frameworks and strategies
- Benefits realisation
- Compliance and assurance
- Lessons learned

Strategic Risk Management including:

- Risk program design and systems
- Risk identification and management strategies
- Independent review and assurance
- Risk monitoring and reporting

Communications including:

- Strategic communications advice
- Facilitation
- Media advice and support
- Development of resources



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SCHEDULE 1 – DETAILS OF APPLICANT(S)

Name:	
Address:	
Telephone:	
Contact Person:	
Is Applicant Company, Partnership or Sole Trader (please detail)	
Is Applicant registered for GST and ABN number:	
Relevant Insurances (attach Certificate of Currency):	
Please detail proposed approach to delivery of services, eg remote, from NACCHO offices etc:	

PROPOSED SERVICES TO BE PROVIDED	NOMINATED PERSONNEL TO PROVIDE SERVICE AND AVAILABILITY	RELEVANT EXPERIENCE OF NOMINATED PERSONNEL (include Curriculum Vitae's)



Please Provide Details of Any Real or Perceived Conflict of Interest that may arise because of participation in this Invitation

SCHEDULE 2 – FEE SCHEDULE

RATES AND AMOUNTS SHOULD BE EXCLUSIVE OF GST

Details of Disbursements, Other Expenses Associated with Proposal			
Details		Estimated Cost	
Nominated Persons	Title / Position	Hourly Rate (\$/hr) – short term	Hourly Rate (\$/hr) – longer term

SCHEDULE 3 – STATEMENT OF COMPLIANCE

Offer to provide Services

1. The Applicant offers to provide the Services described in the *Invitation to Participate in Panel Arrangements for the Provision of Consultancy Services to Support the Coalition of Peaks* issued by the National Aboriginal Community Controlled Health Organisation (NACCHO) at the fees and charges tendered in its tender and subject to the terms and conditions of the Invitation.
2. The Applicant acknowledges that:
 - (a) it has the capacity to offer the Services as described in its tender and there is no restriction under any relevant law to prevent it from making such an offer
 - (b) it has sufficient financial resources to deliver the Services, including in respect of any guarantees or warranties related to the delivery of those Services
 - (c) there are no current or impending legal action (either formal proceedings or notification of legal action) which the Applicant is aware that could impact on the financial viability of the Applicant or the delivery of the Services and
 - (d) it complies with all Conditions for Participation set out in this Invitation to Participate.

Conflict of Interest

3. At the time of submitting its tender, the Applicant has made reasonable enquiries and is not aware of any Conflict of Interest, other than those disclosed in its response in Schedule 1 that exists or may arise in the provision of the Services should the Applicant be successful as a result of this Invitation to Participate process.

Offer Period

4. The Applicant's offer, as comprised in its tender, remains open for the Offer Period.
5. The Applicant will notify NACCHO of relevant details if there is any 'material change' in the Applicant or the tender after lodgement of this tender.

Compilation of tender

6. The Applicant's tender has been compiled without the improper assistance of employees or former employees of NACCHO and without the use of illegally obtained information.
7. Neither the Applicant, nor any of its officers, employees, agents, subDeed of Standing Offerors and/or proposed consortium members (if any), has attempted to, or will attempt to, improperly influence an officer of NACCHO in connection with the preparation or assessment of this tender.



Judicial decisions

8. The Applicant represents that it does not have a judicial decision against it (apart from a decision under appeal) or any resulting order relating to employee entitlements (not including decisions under appeal) where the Applicant has not paid the claim.

Compliance with Australian standards

9. The Applicant represents that it is able to meet any Australian standards applicable to the Services.

Compliance with all Relevant Laws and Regulations

10. The Applicant represents that they are compliant with all relevant legislation, laws and regulations of the Commonwealth and any State, Territory, or local authority as these relate to participation in the Panel and will continue to abide by the requirements of these for the period covered by this Invitation.

Confidentiality

11. The Applicant will not, and will ensure that its employees, agents or subcontractors do not, either directly or indirectly records, divulge or communicate to any person any confidential information concerning the affairs of NACCHO or any third party acquired or obtained in the course of preparing a Tender, or any documents, data or information provided by NACCHO and which NACCHO indicates to Applicants is confidential or which Applicants know or ought reasonably to know is confidential.

Ethical Dealing

12. The Applicant represents that its tender has been compiled without the improper assistance of any current or former NACCHO officer, employee, contractor or agent and without the use of information obtained unlawfully or in breach of an obligation of confidentiality.
13. The Applicant represents that it has not:
- a) engaged in misleading or deceptive conduct in relation to its tender or the Invitation to Participate process;
 - b) engaged in any collusive Tendering, anti-competitive conduct, or any other unlawful or unethical conduct with any other Applicant, or any other person in connection with the preparation of their tender or the Invitation to Participate process;
 - c) attempted to solicit information from or influence improperly any current or former officer, employee, contractor or agent of NACCHO, or violate any applicable laws or NACCHO policies regarding the offering of inducements in connection with the RFT process; or
 - d) otherwise acted in an unethical or improper manner or contrary to any law.



This Deed Poll is governed by and is to be construed in accordance with the laws in force in the Australian Capital Territory.

SIGNED, SEALED AND DELIVERED AS A DEED POLL for the benefit of NATIONAL ABORIGINAL COMMUNITY CONTROLLED HEALTH ORGANISATION (NACCHO)	
Signature of authorised officer of the Applicant*:	
Full name of authorised officer of the Applicant:	
Signature of Witness:	
Full name of Witness:	
Date:	