

REQUEST FOR PROPOSAL

BY

DEPARTMENT OF HEALTH AND HUMAN SERVICES

FOR

GATEWAY SERVICES

17 APRIL 2009 – 30 JUNE 2012

ENQUIRIES ABOUT THIS REQUEST FOR PROPOSAL SHOULD BE DIRECTED TO THE CONTACT OFFICER:

Name: Mr Julian Joscelyne
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Facsimile: (03) 6233 7360
Address: Level 3, 99 Bathurst Street, Hobart, TAS 7000

PLACE FOR LODGEMENT OF proposal:

Tender Box

Department of Health & Human Services

Ground Floor, 24 Davey Street, Hobart (entrance off Davey Street - **not** the Hobart Council Centre entrance on the corner of Davey and Elizabeth Streets)

(Note that the pricing component of the proposal should be provided in a separate, sealed envelope)

or

Electronic Tender Box (by email)

1 copy emailed to TenderBox.South@dhhs.tas.gov.au

(Note that the pricing component of the proposal must be in a separate file clearly identified as containing that information)

CLOSING TIME:

2.00pm on Wednesday, 4 February 2009 (Tasmanian time)

ISSUE DATE:

Saturday, 8th November 2008

REGISTRATION & FORUM DATES:

Registration of Interest by Community Organisations is from Monday, 10 November 2008 to 19 December 2008.

Forums will be held in all areas: South, North West and North on:

Information Briefings

North	Tuesday, 18 November 2008 1.00pm to 2.30pm at Punchbowl Christian Centre, 100 Punchbowl Road, Punchbowl, Launceston
North West	Wednesday, 19 November, 2008 9.00am to 10.30am at Devonport Entertainment & Convention Centre, 141-151 Rooke Street, Devonport
South	Friday, 21 November 2008 9.00am to 10.30am at Chancellor Room 6, Hobart Grand Chancellor, 1 Davey Street, Hobart

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IMPORTANT INFORMATION FOR PROVIDERS

1. Explanation of the request for proposal documentation

1.1 Conditions of Proposal

The Conditions of Proposal are the conditions upon which the Department is prepared to receive and evaluate Proposals. Failure to strictly observe these conditions may result in a Proposal being refused without evaluation.

The Conditions of Proposal also specify the **evaluation criteria** against which Proposals will be evaluated.

1.2 Specification

The Specification provides a comprehensive description of the Department's Requirements.

1.3 Service Provision

The Conditions of the Proposal contain the terms of the agreement which the successful Proposer is required to sign. It may be varied by agreement between the Proposer and the Department during the Proposal evaluation and negotiation process, but not otherwise.

A service agreement to supply the Department's Requirements is not formed until counterparts of the Service Agreement have been signed and exchanged between the Department and the Proposer.

1.4. Proposal Form

The Proposal Form is a required form which **must** be returned as part of the Proposal. A Proposal is likely to be rejected if this Form is not used. A Proposal must contain all the information and details required by this RFP.

2. .PRE-PROPOSAL FORUMS

Pre-proposal briefing details, if one is to be provided, are set out on the Cover Page of this RFP. It is strongly recommended that interested parties attend.

3. CONTACT OFFICER FOR RFP ENQUIRIES

During the proposal period, prospective Proposers may seek clarification of the general or technical areas of this RFP through the Contact Officer. Contact details are provided on the Cover Page of this RFP. Unauthorised communication with other staff may lead to disqualification of the Proposal.

4. LODGEMENT OF PROPOSAL

Details for lodgement of Proposals are set out on the Cover Page of this RFP and in clauses 13, 14 and 15 of the Conditions of Proposal.

Prospective Proposers should note that one of the permitted methods of lodgement is electronic lodgement into the specified Electronic Tender Box. Details for electronic lodgement are set out in Clauses 14 and 15 of the Conditions of Proposal.

By lodging a Proposal, a Proposer may become bound by the Conditions of Proposal and in particular, clauses 3, 4, 5, 12, 13, 14, 17 and 18 of the Conditions of Proposal.

5. ASSISTANCE TO PREPARE A PROPOSAL

While this is a request for proposals, not a tender, generally relevant information on preparing

a response is available on the Tasmanian Government's Purchasing website at www.purchasing.tas.gov.au>> under Winning Government Business..

6. CONDITIONS RELATING TO THE OPERATION OF THE *PROFESSIONAL STANDARDS ACT 2005*

6.1 Conditions of Appointment

The Department will only appoint, as successful Proposer, a Proposer who agrees to the following conditions, when relevant.

6.2 No scheme in Force

If no scheme in force under the *Professional Standards Act 2005* applies to the Proposer, the Department will require the Proposer to waive all present and future rights, as against the Crown, to claim any limitation of liability provided by any future scheme under the *Professional Standards Act 2005*, in relation to future legal liability, claims or proceedings arising from, or attributable to, the Proposer delivering the Department's Requirements including a wrongful (including negligent) act or omission.

6.3 Scheme in Force

If a scheme in force under the *Professional Standards Act 2005* applies to the Proposer, the Proposer will obtain a higher maximum liability for cases to which the scheme applies and for a level of liability not lower than the level described in the Specification.

PART ONE
CONDITIONS OF PROPOSAL
INTERPRETATION

1 DEFINITIONS

1.1 In this RFP, unless the context precludes it:

"Closing Time" means the closing time (Tasmanian time) and date for submission of Proposals shown on the cover page of this RFP or as extended pursuant to clause 3.4;

"Conditions of Service Provision" means the Conditions of the Standard Service Agreement contained in Part "Three" of this RFP;

"Contact Officer" means the person identified as Contact Officer on the cover page of this RFP;

"Crown" means the Crown in Right of Tasmania;

"Department" means the Department named on the cover page of this RFP;

"Department's Requirements" means the services described in the Specification;

"Electronic Tender Box" means an e-mail address for the receipt of tenders and proposals (TenderBox.South@dhhs.tas.gov.au).

"GST" means any tax imposed under any GST law and includes GST within the meaning of the GST Act;

"GST Act" means the *A New Tax System (Goods and Services Tax) Act 1999* (Commonwealth) as amended;

"GST Law" means the GST law as defined in the GST Act and includes any Act of the Parliament of Australia that imposes or deals with GST;

"Person" includes a natural person, a corporation, a partnership, a board, a joint venture, an incorporated association, a government, a local government authority and an agency;

"Proposal" means the documents constituting an offer by the Proposer to deliver the Department's Requirements under this RFP;

"Proposal Description" means the Proposal description shown on the cover page of this RFP;

"Proposer" means the partnership, consortium or other partnering arrangement which offers to deliver the Department's Requirements under this RFP;

"Provider" means the Person/s with whom the Crown enters into a service agreement to provide the Department's Requirements;

"Request For Proposal" or **"RFP"** means this document inviting Proposers to offer to deliver the Department's Requirements by submitting a Proposal as provided in this document;

"**Scheme**" means a scheme in force under the *Professional Standards Act 2005* for limiting the occupational liability of members of an occupational association;

"**Specification**" means the Specification contained in Part "Two" of this RFP;

"**Tender Box**" means the locked box at the address on the cover page of this RFP specifically reserved for the purpose of receiving responses to the RFP;

"**Term**" means the period for which the provider is funded to provide services as a result of this RFP and the negotiation of a service agreement or agreement.

RIGHTS AND RESERVATIONS

2 RIGHTS AND OBLIGATIONS

The Department is part of the Crown and any rights and obligations of the Department under the provisions of this RFP are to be read and construed as rights and obligations of the Crown.

3 RESERVATIONS

3.1 The Department does not warrant the accuracy of the content of the RFP and the Department is not liable for any omission from the RFP.

3.2 The Department may vary the RFP at any time by:

- (a) informing all Proposers; and
- (b) notifying all persons who have been issued with the RFP by the Department (or who have downloaded a copy of the RFP) and who have provided sufficient address details to enable the Department to contact them.

3.3 Quantities stated in the RFP are indicative and for proposal purposes only unless otherwise specifically stated in the RFP. Where quantities are indicative, the Department will be liable to accept only the quantities ordered, subject to contract.

3.4 The Department may extend the Closing Time by:

- (a) informing all Proposers; and
- (b) notifying all persons who have been issued with an RFP by the Department and who have provided sufficient address details to enable the Department to contact them; and
- (c) advertising the extension in the Saturday edition of each of the daily Tasmanian newspapers in which the original RFP was advertised.

- 3.5 The Department may cease to proceed with, or suspend the process outlined in the RFP.
- 3.6 The RFP must not be construed as making any express or implied representation, undertaking or commitment by the Department that it will enter into a binding contract with any person to supply the Department's Requirements.
- 3.7 The Department may reject a Proposal which does not fully comply with the terms of the RFP.
- 3.8 The Department reserves the right to accept all or part of a Proposal at the price or prices proposed unless the Proposal states specifically to the contrary.
- 3.9 The Department is not obliged to accept the lowest priced or any other Proposal.
- 3.10 No representation made by or on behalf of the Crown in relation to the Proposal or the RFP (or their subject matter) is binding on the Crown unless it is in writing and is incorporated into the Conditions of Proposal or its annexures.
- 3.11 If a Proposal that has been lodged using the Electronic Tender Box cannot be read, or is corrupted, illegible, inadequate or incomplete as a result of encryption, transmission, storage or decryption, such that it is impossible to determine whether the essential requirements of the RFP have been met the Department may in its sole and absolute discretion reject the Proposal.

UNAUTHORISED COMMUNICATION

4 UNAUTHORISED COMMUNICATION

Proposers must direct all communications through the Contact Officer unless directed otherwise by the Contact Officer. Unauthorised communication with other staff of the Department may lead to disqualification of the Proposal.

CONFIDENTIALITY AND INTELLECTUAL PROPERTY

5 CONFIDENTIALITY

- 5.1 The RFP remains the property of the Department and may be used only to prepare a Proposal in response.
- 5.2 Except for information available to the public generally (other than by breach of these Conditions), a person receiving the RFP must not publish, disclose or copy any of its content, except to prepare a Proposal in response.
- 5.3 The Proposer must keep confidential all information provided by the Crown, as part of, or in connection with, the RFP.
- 5.4 All Proposals become the property of the Department, which may reproduce all or any part of a Proposal for Proposal evaluation.
- 5.5 Despite any confidentiality or intellectual property right subsisting in the successful Proposal that gives rise to a binding contract with the Crown:

- (a) the Department may reproduce all or any part of that Proposal in a service agreement awarded to the Proposer, without reference to the Proposer;
- (b) subject to paragraph (c) of this subclause, either party may publish all or any part of that Proposal that is included in a service agreement, without reference to the other; and
- (c) neither party may publish any part of that Proposal that the Crown Contracts Confidentiality Standing Committee has determined should be exempt from the Crown's policy on confidentiality in Government contracts, during the period of exemption determined by the Committee.

5.6 Subject to the previous subclause, the Crown and the Proposer must hold the Proposal in confidence, so far as the law allows, except if:

- (a) the information is available to the public generally, other than by breach of this obligation;
- (b) a law requires a party to file, record or register something that includes information in the Proposal;
- (c) disclosure is necessary or advisable to get a consent, authorisation, approval or licence from a governmental or public body or authority;
- (d) it is necessary or advisable to make disclosure to a taxation or fiscal authority;
- (e) it is necessary to provide the information in the Proposal in answer to a question asked of a Minister in the Parliament, or otherwise to comply with a Minister's obligations to Parliament; or
- (f) it is disclosed confidentially to a party's professional advisers:
 - (i) to get professional advice about this proposal process; or
 - (ii) otherwise to consult such professional advisers.

INSURANCE

6 INSURANCE

6.1 The proposal must confirm that all appropriate insurance policies will be held and kept current throughout the term of any service agreement with a reputable insurer lawfully carrying on insurance business in Australia. Such policies will indemnify the respondents liability for:

- Personal injury to, or death of, a third party;
- Either or both loss of, or damage to, the property of a third party, for not less than twenty million dollars (\$20,000,000) for each individual claim or series of claims arising out of a single occurrence, or for such other sum as the Department reasonably determines;
- Workers' compensation; and

- Professional negligence, for at least the amount of twenty million dollars (\$20,000,000) for any one claim or series of claims arising out of a single occurrence.
- 6.2 The the liability to be insured in accordance with clause 6.1 is liability arising from, or attributable to the respondent carrying out the Department's requirements to the extent that the injury, death, damage or loss is caused by a wrongful (including negligent) act or omission of the respondent or the respondent's employees or agents, including volunteers.
- 6.3 The respondent will be required to make every effort to avoid anything which may make any insurance policy or part of an insurance policy void or voidable or put the Secretary at any risk.

CONTENT, FORMAT AND LODGEMENT OF PROPOSALS

6 CONTENT AND FORMAT OF PROPOSAL

- 6.1 Proposals must include all the information:
- (a) requested in the Specification; and
 - (b) requested in the RFP generally.
- 6.2 All items, features and functions specified in the RFP are mandatory requirements unless expressly stated otherwise.
- 6.3 The Proposer must submit the Proposal under cover of the Proposal Form provided in Part Four of this RFP. The Proposal Form must be completely filled in, and be accompanied by any other supplemental documents necessary to make the Proposal complete. A Proposer may reproduce the Proposal Form in an expanded format to provide additional space for response.
- 6.4 Unnecessarily elaborate responses or other presentations beyond what is sufficient to present a complete and effective proposal are neither desired nor required. Elaborate artwork and bindings, expensive visual and other presentation aids are not necessary.

7 PRICE

- 7.1 All Monetary amounts are to be expressed in Australian Dollars.
- 7.2 The Proposer must quote all prices without the addition of GST. The Department will calculate applicable GST and the agreement for services will allow for the payment of GST.

8 AUSTRALIAN BUSINESS NUMBER (ABN)

The Proposer must provide its Australian Business Number (ABN). If the Proposer does not have an ABN, then the reason for not having an ABN must be stated. If the Proposer does not register or disclose an ABN, then PAYG Withholding Tax may apply and the Department is required by law to deduct the relevant amount from each contract payment and to remit that amount to the Australian Taxation Office.

9 COMPLIANCE

9.1 Proposers will be taken to fully agree or comply with the Conditions of Proposal and Specification unless the Proposal specifies otherwise.

9.2 If a Proposal does not fully comply with the Conditions of Proposal and Specification, the Proposer must include a statement in the Proposal **specifying** each condition or requirement with which the Proposer does not agree or comply and indicating, for each condition or requirement, whether the offer:

Partially Complies

(This means:

- If a clause imposes an agreement condition, that the condition can only be met subject to certain qualifications. Those qualifications must be stated in full; and
- If a clause specifies a characteristic or performance standard, that the condition can only be met subject to certain conditions. Where this is the case, and the Proposer is prepared to make good on the condition, characteristic or performance standard, the Proposer must state or describe how the non-compliance is to be made good.)

Does Not Comply

(This means:

- That the complete service agreement condition, or characteristic or performance standard of the clause is not met by the offer. Full details of the non-compliance must be stated.)

Or is

Alternative

(This means that the services either:

- (a) do not require the feature; or
- (b) fully comply in a manner different from that described.

In either case a full explanation must be provided.)

9.3 The Proposal must give prominence to statements of non-compliance (as described in clause 10.2) - it is not sufficient if the statement appears only as part of an attachment to the Proposal, or is included in a general statement of the Proposer's usual operating conditions.

10 ALTERNATIVE PROPOSAL

10.1 The Proposer may submit an alternative proposal if it is clearly identified as an "Alternative Proposal" wherever it fails to comply with the specified requirements.

10.2 A Proposer who submits a Proposal which meets the Department's Requirements in an alternative and practical manner, taking into account the totality of the requirements, must

include any supplementary material, together with associated prices, which demonstrates, in detail, that the alternative will fully achieve all the requirements.

- 10.3 Proposers are encouraged to offer options or solutions which, in a novel or innovative way, contribute to the Department's ability to carry out its business in a more cost-effective manner. These may be related to the functional, performance and technical aspects of the requirements or to opportunities for more advantageous arrangements.
- 10.4 The Department reserves the right either to consider Alternative Proposals on their merits or not to consider them further.

11 PREPARATION OF PROPOSALS

The Department will provide up to \$5,000 in respect of each proposal lodged which meets the requirements of this RFP. However, the Department will not be responsible for any loss incurred by a Proposer for:

- (a) preparing or lodging a Proposal; or
- (b) providing additional information or clarification during the evaluation of a Proposal.

12 VALIDITY

A Proposal constitutes an irrevocable, unalterable offer by the Proposer to the Crown which must remain valid and open to be accepted for 90 days from the Closing Time of the RFP and may be extended by written agreement.

13 NON-ELECTRONIC LODGEMENT OF A PROPOSAL

- 13.1 A Proposal may be lodged using the Electronic Tender Box or independently of that system.
- 13.2 A Proposer who elects to lodge a proposal by hand or by post, must lodge the Proposal as follows.

The original Proposal, marked accordingly, plus two copies plus a copy on disk or CD, must be placed in an envelope clearly marked with the Proposal Description, Closing Time and Proposer's name, and be lodged at the address shown on the cover page by either:

- (a) placing it in the Tender Box; or
- (b) posting it so that it is received by the Department,
before the Closing Time.

Information relating to pricing of the proposal should be included with the proposal in a separate sealed envelope clearly marked "Pricing Information" and marked with the other information required by this clause.

- 13.3 A Proposal submitted by facsimile before the Closing Time will be considered only if an identical proposal, complying with this RFP, marked in accordance with Clause 14.2 is despatched on

the same day and is delivered to either the Proposal Box (by hand), or the Department (by mail), within two Business Days after the Closing Time.

Pricing information should not be submitted by facsimile, but must accompany the proposal in a separate sealed envelope clearly marked “Pricing Information” and marked with the other information required by clause 13.2.

13.4 By lodging a Proposal in accordance with clauses 14.2 and 14.3 of the Conditions of Proposal and in consideration of the Department commencing evaluation of the Proposal, the Proposer agrees to be bound by the Conditions of Proposal and in particular, clauses 3, 4, 5, 12, 13, 14, 17 and 18 of the Conditions of Proposal.

14 FORMAT AND NAMING CONVENTIONS

14.1 A Proposal lodged electronically to the Electronic Tender Box must be submitted in one of the following formats:

- Rich Text Format (RTF);
- Adobe Acrobat - Portable Document Format (PDF);
- Microsoft Word (DOC);
- Microsoft Excel (XLS); or
- Image Files (JPG, GIFF, TIFF).

It is recommended that the Proposal file/s be compressed into a zip format.

14.2 A Proposal lodged electronically must comply with the following naming conventions:

- File names must be in English;
- File names that contain a space, must have an underscore in the space's place (“ _ “)
- File names must contain the Proposal Number, the name of the document and the Proposer's name.

(For example: “A123_Proposal Submission_ABC_Company_1of1.doc” would be a suitable file name.)

15 LATE PROPOSALS

15.1 Late Proposals will not be accepted unless the Department is of the view (and its decision will be absolute and final) that:

- (a) circumstances beyond the Proposer's control were the cause of the lateness; and
- (b) accepting a late Proposal will not compromise the integrity of the proposing process or provide any unfair advantage to the Proposer lodging the late Proposal.

15.2 Late Proposals which are not accepted will be marked on the envelope with the time and date of receipt, and be returned unopened to the Proposer.

EVALUATION AND ACCEPTANCE PROCEDURES

16 EVALUATION OF PROPOSALS

16.1 The evaluation process will be undertaken with the aim of determining which Proposal represents best value for money. The qualitative evaluation of all proposals received will be completed before the pricing information is made available to the evaluation committee. In determining value for money, Proposers will be assessed against the following evaluation criteria and weightings.

This methodology involves a three-stage process:

Mandatory Criteria

16.2 Proposals will initially be assessed for compliance with the requirements set out in the RFP document and for compliance with and acceptance of the Conditions of Proposal. Compliance with the RFP document is taken to mean:

- (a) Submission of the proposal by the closing date and in accordance with all other lodgement instructions,
- (b) The organisation is or has the demonstrated capacity to be a not for profit non-government legal entity, constituted under the Corporations Act 2001 (Commonwealth), Corporations Act 1990 (Tasmania), or Associations Incorporation Act 1964, and
- (c) Provision of all of the information requested in this RFP.

16.3 These criteria will not be point scored. Each proposal will be assessed on a Yes/No basis as to whether the criterion is satisfactorily met. An assessment of 'No' against any criterion may eliminate the proposal from further consideration.

Qualitative Evaluation Criteria

16.4 Compliant proposals will then be evaluated against a set of weighted qualitative (ie, non-price) evaluation criteria.

16.5 The following table details the evaluation criteria and the weightings for the second stage of the evaluation process.

Qualitative Evaluation Criteria	Weight
A. Demonstrated experience in developing and providing a coordinated and collaborative service at a local level.	25%
B. Innovation and excellence in service design in relation to the services specified in Part Two of this request for proposals	20%
C. Demonstrated ability to recruit and maintain appropriately experienced staff and provide for their continuing professional development.	15%
D. Demonstrated ability to provide services focused on earlier intervention and prevention to enhance client outcomes.	15%
E. Demonstrated ability to build on existing service capacity and respond to local priorities and service needs.	15%
F. Demonstrated capacity to manage finances and other resources to deliver agreed service within budget.	10%
TOTAL	100%

Note: The 100% weighting applies only to the non-price selection criteria.

16.6 The proposer's ability to satisfy the qualitative criteria will be assessed on the basis of scores allocated by the Evaluation Committee by consensus in response to questions relating to each criteria and then weighted as detailed above. In the event that a significant number of proposals are received (i.e.more than five), proposals which are clearly non-competitive and have no reasonable prospect of exhibiting the best value for money compared to other proposals, will be excluded from detailed evaluation. The reasons for exclusion will be provided in the context of the requirements of this RFP.

16.7 The scoring of proposals will be based on the degree of achievement by the proposer of the requirements set out in the RFP. A maximum score for each criterion will be given if the achievement of the criterion is fully compliant, with no risks and weaknesses. The score will be reduced proportionate to the extent of non-conformities, discrepancies, errors, omissions, and risks for the Government.

Scoring will be based on the following allocation:

Score	Description	Full Description
10	Exceptional	Full achievement of the requirements specified in the RFP for that criterion, with demonstrated strengths including innovation, service excellence and strong client outcomes, no errors, weaknesses or omissions.
8-9	Superior	Achievement of the requirements specified in the RFP with

		an indication of strengths in innovation, service quality and outcomes for that criterion. Some minor errors, risks, weaknesses or omissions, which may be acceptable as offered.
6-7	Good	General achievement of the requirements specified in the RFP for that criterion. Some errors, risks, weaknesses or omissions, which can be corrected/overcome with minimum effort.
4-5	Adequate	Reasonable achievement of the requirements specified in the RFP for that criterion. Some errors, risks, weaknesses or omissions, which are possible to correct/overcome and make acceptable
1-3	Poor to deficient	Minimal achievement of the requirements specified in the RFP for that criterion. Existence of numerous errors, risks, weaknesses or omissions, which are difficult to correct/overcome and make acceptable
0	Unacceptable	Totally deficient and/or non-compliant for that criterion.

The score that each proposal receives will provide a numeric basis for comparison of the proposals. The recommendation on the preferred proposal will be based on scoring comparisons, and where scores are equal, the recommendation will be on a relative strength/merit evaluation.

Value for Money

16.8 Value for money' will be assessed based on the combined outcomes of the assessments of the qualitative criteria and price. The pricing information will not be available to the evaluation panel until this point. In assessing 'value for money' major factors to be considered include:

- The quality of the proposed service, ie how well it meets the specified requirements; vs
- Whole of life costs; vs Risk, ie the capacity of the proposer to deliver the service, as specified, on-time and on-budget.

16.9 The proposer must demonstrate to the satisfaction of the Department an understanding of the requirements to provide the service.

16.10 During the evaluation process, the Proposer may be required to provide additional information or clarification. The Proposer must comply with any such requests within the timeframe specified.

17 RIGHT TO NEGOTIATE

- 17.1 During the period of the evaluation process, the Department may negotiate with Proposers to vary their Proposals either on the grounds of technical capability, cost, effectiveness, or matters relating to the combination of one part of the Proposal with another part of the Proposal.
- 17.2 The Department also reserves the right to negotiate with several Proposers to finalise the commercial terms to form a service agreement.

FORMATION OF AGREEMENT

18 FORMATION OF AN AGREEMENT

- 18.1 Funding is for the period 17 April 2009 – 30 June 2012.
- 18.2 The successful Proposer will be required to sign a formal service agreement containing the terms and conditions supplemented by the addition of relevant information, requirements or variations:
- (a) contained in the Specification;
 - (b) contained in the successful Proposal;
 - (c) arising during the Proposal evaluation; and
 - (d) arising out of negotiations after the Proposal evaluation.
- 18.3 Except as provided in Clauses 12 and 17 no contractual relationship or other obligation arises between the Department and a Proposer, for the supply of the Department's Requirements, until the Department and the successful Proposer formally exchange signed counterparts of the Service Agreement. This clause applies despite any oral or written advice to the Proposer that a Proposal is successful or has been, or will be, accepted.

DEBRIEFING

19 DEBRIEFING

- 19.1 All unsuccessful Proposers are encouraged to request a debriefing from the Department to discuss the reasons for their non-selection. Proposers who would like a debriefing should contact the Contact Officer.
- 19.2 If requested to do so, the Department will provide a debriefing for interested Proposers after either:
- (a) a service agreement has been executed for the supply of the Department's Requirements; or
 - (b) the Department decides not to enter a Service Agreement for the supply of the Department's Requirements.

COMPLAINTS

20 COMPLAINTS PROCESS

Where an Organisation has concerns regarding the RFP process, they should refer the matter in the first instance to the Contact Officer for the RFP process.

The Department of Health and Human Services has established a formal complaint process. Where a complaint has not been resolved with the Contact Officer, the Organisation may contact the Department's Grant Funding Process Complaints Officer, Mr Louis Cookson by telephone on 6233 4519 or by email to louis.cookson@dhhs.tas.gov.au.

SPECIAL CONDITIONS

21 SPECIAL CONDITIONS

21.1 Provisions relating to the operation of the Professional Standards Act 2005

(a) CONDITIONS OF APPOINTMENT

The Department will only appoint, as successful Proposer, a Proposer who agrees to the following conditions, when relevant.

(b) NO SCHEME IN FORCE

If no Scheme applies to the Proposer, the Department will require the Proposer to waive all present and future rights, as against the Crown, to claim any limitation of liability provided by any future Scheme in relation to future legal liability, claims or proceedings arising from, or attributable to, the Proposer delivering the Department's Requirements including, but not limited to, a wrongful (including negligent) act or omission.

(c) SCHEME IN FORCE

If a Scheme applies to the Proposer, the Proposer will obtain an approval under Section 27 of the *Professional Standards Act 2005* for a higher maximum liability in relation to cases to which the Scheme applies and for a level of liability not lower than the level described in the Specification.

21.2 Provisions about the Crown's policy on confidentiality of information in Government contracts

(a) CONDITIONS IF APPLICATION FOR EXEMPTION IS MADE

Only the Department may apply for an exemption from the Crown's policy on confidentiality. If, before the award of a contract to a Proposer, the Department determines it appropriate, whether on the basis of its own requirements or in response to a request from the Proposer, to apply to the Crown Contracts Confidentiality Standing Committee for an exemption, of all or part of that contract from the Crown's policy on confidentiality, a condition of the award of that contract to the Proposer is that the Department and the Proposer accept the Committee's determination.

(b) CONDITION IF APPLICATION FOR EXEMPTION IS NOT MADE

If the Department declines to apply for exemption from the Crown's policy on confidentiality, in response to a request from the Proposer, then:

- (i) if the Department wishes to proceed with that Proposal, the Proposer must, strictly within the time the Department allows, either:
 - (A) withdraw from this proposal process; or
 - (B) waive all confidentiality requirements in writing; or
- (ii) if the Department does not wish to proceed with the Proposal, the Department may reject it and consider other Proposals.

(c) NON-SATISFACTION OF CONDITION

If the condition under either clause 21.2(a) or clause 21.2(b)(i) of the Conditions of Proposal is not satisfied, the Department may reject the Proposal and consider other Proposals.

PART TWO SPECIFICATION

COMMUNITY BASED “GATEWAY” SERVICES

1 INTRODUCTION

This Request for Proposals responds to the recommendations of two recent reviews:

- *The Operational Framework for Disability Services* (KPMG, August 2008) and
- *New Directions for Child Protection in Tasmania: An Integrated Strategic Framework* (DHHS, January 2008).

The Operational Framework for Disability Services found that:

“Many people with disabilities, their carers, service providers and professionals have difficulty in navigating the disability service system and in accessing other generic service options. Whilst information is available from individual services, there is no sector-wide communication strategy to support user access to information. As a result, individuals may reach crisis point before becoming aware of appropriate support services.

‘A single, visible point of access to services on a regional/local basis can overcome these issues, providing an initial gateway to the disability system, and to other universal and secondary services for those with a disability.’ (p23)

New Directions for Child Protection in Tasmania: an Integrated Strategic Framework incorporates the findings of an earlier report on family support services. Found that:

“Families often find it difficult to navigate their way through fragmented and uncoordinated service systems to identify an appropriate service to respond to their particular needs. Other services in the community often have similar difficulties in identifying and accessing relevant and effective service responses for families with specific needs. A key function to support a shift to earlier intervention and prevention is the establishment of a community intake point within each child and family service network.” (p70)

An integrated approach is being taken in responding to these recommendations, by establishing a single “Gateway” service in each of the Disability, Child, Youth and Family Services Areas of the state:

- **South West**, incorporating Glenorchy, Hobart, Huon Valley and Kingborough;
- **South East**, incorporating Brighton, Central Highlands, Clarence, Derwent Valley, Glamorgan/Spring Bay, Sorrell, Southern Midlands and Tasman;

- **North**, including Break O'Day, Dorset, Flinders Island, George Town, Launceston, Meander Valley, Northern Midlands and West Tamar; and
- **North West**, incorporating Burnie, Central coast, Circular Head, Devonport, Kentish, King Island, Latrobe, Waratah/Wynyard and West Coast.

The single "Gateway" community intake point in each area is to provide a visible entry point and referral pathway for children, young people, families, and people with a disability. They will provide a single, well publicised access point for agencies, services, and other professionals such as teachers, community agencies and general practitioners to refer clients for services and to obtain information and advice in relation to family support and specialist disability services.

The gateways will provide information, identify needs and refer families to appropriate services. They can improve outcomes by ensuring that:

- For families requiring support that include one or more members with a disability, assessment is initially done to identify whether generic family support services are appropriate for the family; and
- For families at risk of entering the child protection system, reducing unnecessary notifications if a risk assessment and identification of needs determines that family support services are the most appropriate response.
- For people with disabilities requiring assessment to determine that specialist disability services are the most appropriate response.

The Tasmanian Government, responding to the broader issues raised and proposals for reform put forward in the Child Protection Framework, has committed an additional \$8M per year to reform the family support system, providing funding to support services to up to 3,400 families per year.

Part of this additional funding will be used to establish the Gateways in the 2008-09 financial year, including both establishment costs and 2008-09 recurrent costs. Access will be available for all children, young people and their families presenting with family support issues, whether or not disability is a factor.

In 2009-10 the Gateway services will be extended to include those who currently access disability support services through existing arrangements.

To support the effective planning and operation of Disability, Child, Youth and Family Services at area level, advisory groups will be established. These will include partners from the Gateway service, Integrated Family Support Services, Child Protection, Disability Services, DHHS staff, disability service providers and, where capacity exists, Aboriginal family representation. Where that is not possible, the advisory group should make all efforts to consult with the Aboriginal community on family support and disability services activities.

Partnerships with CALD (Cultural and Linguistically Diverse) services relevant to the area will also be developed and all efforts to consult with CALD communities on the area advisory

group activities should be made.

2 SCOPE

2.1 IN SCOPE

This RFP seeks proposals from organisations for the provision of the “Gateway” community intake service in **any one** of the four service areas from a, partnership, consortium or similar arrangement. Should an organisation (or partnership or consortium in which 50% or more of members are common between proposals) submit separate proposals for more than one Gateway and be successful in moving towards preferred provider status, the Department reserves the right to limit the number of areas in which the organisation, partnership or consortium may deliver the service. In this circumstance the organisation, partnership or consortium will be required to nominate a preferred area or areas of provision.

2.2 OUT of SCOPE

Provision of case management or other services for children, young people, people with a disability and their families in the area where the Gateway service is being provided except for:

- short term “active holding” of the case where allocation cannot occur immediately; and
- provision of services comprising information and support; and one-off crisis or episodic brief intervention.

3 SERVICES TO BE PROVIDED AND OTHER REQUIREMENTS

3.1 OBJECTIVE

The objective of this RFP is to appoint four providers (which may comprise a partnership, consortium or similar arrangement) to manage the “Gateway” service in each of the four Disability, Child, Youth and Family Services areas in Tasmania. The providers appointed will have capacity to provide the service to a superior professional standard, with appropriately qualified personnel to ensure high quality assessment, referral and service access for those accessing or referred to the service.

The following performance indicators are linked to the objectives of the service:

- Timeliness and quality of initial assessments made.
- Actioning of referrals based on priority of need.
- Efficiency and effectiveness of the telephone contact line, including usual measures for these services in relation to inbound, abandoned, time to respond, hot, warm, cold referrals etc.
- Number and rate of access and referrals that are community based, to those referred from Child Protection services.
- Number and rate of families who have accessed the Gateway subsequently being notified to Child Protection services

- Number and ratio of people with disabilities accessing generic family support services and specialist disability services

While the last two indicators rely on the effectiveness of other services in provision of case management or other support services, the requirement for the Gateway to develop clear linkages and processes with other referral pathways/ services and to develop strong information sharing provisions with the Integrated Family Support Services means they are directly relevant to the Gateway's performance.

3.2 SERVICE STRUCTURE

The provider will be required to provide all elements of the service.

The provider may be a partnership, consortium or other joint or shared relationship but not a single provider or a partner not actively involved in delivery of the services set out in clause 3.4. Respondents are required to outline in detail the proposed partnership, consortium or similar arrangement.

In order to provide the assessment and referral component in timely, appropriate ways to individual children, young people, families and people requiring access to specialist disability services, the provider may engage individuals or organisations outside the partnership or consortium to deliver service components in rural and remote locations or as part of a tailored assessment response for an individual or family. Any such arrangement must be clearly set out in the proposal.

3.3 ANTICIPATED DEMAND

The service must have the capacity to provide the Gateway service to children and young people aged between 0-18 years and their families and people with disabilities. The service will be provided to:

- A total of up to 3,400 families across the state accessing family support services;
- In addition there will be approximately 200 families across the state where referral to Child Protection services may occur; and
- Approximately 700 disability services clients in year two of operation; and
- a number of contacts not requiring a service.

The indicative distribution of demand across the Areas is:

Area	Family Support	Child Protection	Disability*	Other contacts
South West	875	50	195*	100
South East	750	45	165*	90
North	970	60	165*	120
North West	805	45	175*	90
Totals	3,400	200	700*	400

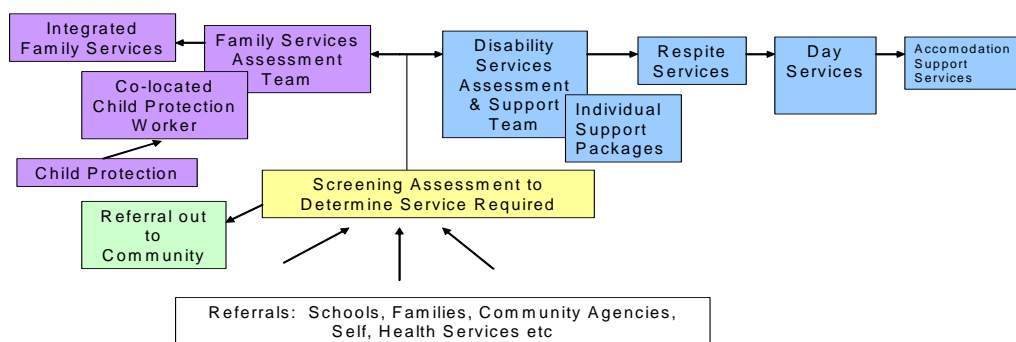
* Indicative only – to commence in 2009-10 financial year.

These demand figures are based on modelling undertaken in the reviews using proxy measures, so the provider and the Department will work together during the period of the agreement to tune numbers, and levels of activity required to effectively deliver the service.

3.4 SERVICES TO BE PROVIDED

The functional relationships are illustrated in the following diagram:

Gateway Services - Functions



Notes: This is illustrative of functions only. It is not intended to provide a design schema of how organisations might construct their service model in response to this RFP.

The services will be provided free to all users.

The services to be provided include:

1. A community intake point providing a visible entry point for vulnerable children, young people, people with a disability and families, through a 1800 contact number, email, SMS call-back facility and other emerging technology solutions;
2. Screening assessments of the needs/issues of the child, young person, family or person with a disability;
3. Determination of the appropriate service response to the client which will entail allocation to either an appropriate family service for a case management or other service, and/or a specialist disability service;
4. Provision of information and support or one-off crisis or episodic brief intervention;
5. Provide short term “active holding” where allocation cannot occur immediately in a way that ensures the continuing safety and wellbeing of the child, young person or person with a disability, with understanding that transition to more tailored services will occur very shortly;

6. Development of clear linkages and processes with other referral pathways/ services in the area and a collaborative process with Child Protection for referral from Child Protection to family services and vice versa; and
7. Maintenance of comprehensive information on all services potentially relevant to the client group, including eligibility and entitlements, referral points and processes.

In 2008-09 access will be available for all children, young people and their families presenting with family support issues, whether or not disability is a factor. The service will refer cases requiring specialist or purpose designed disability services without initial assessment.

In 2009-10 the Gateway will be extended to include all components of the service for clients who currently have to navigate the disability service system.

3.5 SERVICE DESIGN AND DELIVERY

Key Functions

The Gateway functions have been formulated on the basis that clearly visible and accessible entry into Family Support Services and Disability Services providing effective service responses for vulnerable children, young people, and families including those with a disability requires the following:

- Contemporary low-cost access facilities including a single 1800 telephone number, email, SMS call-back facility and other emerging technology solutions;
- Extended hours and flexible access and assessment arrangements with some 24/7 contact capacity;
- Provision of information and advice;
- Active and assertive strategies to maximise engagement with families;
- Capacity to support engagement and assessment by use of limited brokerage funds to purchase items or services to meet particular family needs;
- Conduct of an initial screening assessment to determine the level and type of service required using a common intake and assessment process for each of family support and disability services;
- Identification of needs initial and assessment of risk, in consultation with Child Protection and other services;
- Identification of the Aboriginal and Torres Strait Islander status of children, young people and families;
- Identification of differentiated service responses for children, young people, families and people with a disability related to the assessment of needs and underlying risks;
- Active engagement with the child, young person, family or person with a disability;

- Determination of the priority of a response, and allocation of clients, undertaken in consultation with Integrated Family Support Services, Child Protection (where required) and Disability Services; and
- Timely-responses through provision of or oversight of 'active holding strategies' involving active short term work clients, prior to allocation to services.

There may also be a limited capacity for Family Services agencies within a sub-area catchment to pick up direct referrals. This capacity will be subject to agreed arrangements governing assessment, prioritisation, allocation and coordination of data set out by and agreed to by area based services and the Department.

The provider is to acknowledge the limitations of their competency where applicable, and refer clients on to agencies with the expertise to assist in cases presenting with complex issues.

These arrangements are to be detailed as part of any proposal responding to the specifications.

Approach

Proposals should contain a detailed and considered discussion of the proposed service methodology and how it addresses the key needs of the service as described in this RFP. The following minimum deliverables are key requirements:

Proposals should contain detailed description of how:

- Consolidated intake into Gateway services will be undertaken;
- The interface with Child Protection and Disability Services will occur;
- Collaborative service delivery will be approached within the Integrated Family Services system and Disability Services system, and also from a cross sectoral and multi-disciplinary perspective;
- Interfaces with other key service systems in relation to collaborative planning, their intake systems, referral and service provision. This includes services such as early years services, homelessness services, Safe at Home, family relationship services, early intervention services and services provided by other service providers within the service system, including local government will be developed and maintained;
- Strategies for engagement of key referrer groups within the area will be approached;
- The methodology for consistent assessment, prioritisation, allocation, monitoring and review will be designed, implemented and maintained;
- Brokerage funding will be used to achieve sustainable change in individual and family functioning. Brokering services should not be done where they are available and funded within other programs and services. As an indication, brokerage may include:
 - purchase of a specific service capacity from an individual or service provider to meet identified client need;
 - purchase of material aid; or

- purchase of temporary child care (including after school care and/or school holiday programs; and
- How development and maintenance of directories for the Disability, Child, Youth and Family Services sector, and other sectors with relevant services will be done.

Responsiveness to clients' needs

The proposal should include a detailed description of the Service Provider's strategies for ensuring that a flexible, accessible and appropriate service is provided. This should include:

- service location(s), hours of operation and extended access strategies;
- Strategies for cultural competence of service delivery to Aboriginal and Torres Strait Islander children, families and people requiring specialist disability services; and negotiated referral pathways with Aboriginal Services where available;
- Access strategies and referral pathways with relevant services for clients from Culturally and Linguistically Diverse backgrounds;
- Understanding of and consistency of service model and delivery with disability and family support service principles and practice standards including (but not limited to):
 - the Practice Framework for child protection services;
 - The Disability Services Quality and Safety Framework; and
 - Aversive, Restrictive & Intrusive Practices in Services for People with a Disability Policy & Guidelines.

Staff Competencies and Qualifications

Staff should be suitably qualified and experienced, and able to demonstrate appropriate competencies to provide the services. Staff competencies should include:

- An understanding of child development and factors that can impede development, including early indicators and patterns of behaviour leading to cumulative harm and developmental impairment;
- An understanding of relevant risk and needs assessment frameworks and appropriate application of these;
- Ability to undertake child/youth centred and family focussed assessments and develop service plans that will address the particular needs of the client;
- A sound knowledge of service responses and interventions that can positively impact on development, and those that can assist in promoting change in behaviour to increase individual and family capacity;
- Ability to actively engage families that may be unwilling to receive services. This requires personal attributes such as the ability to demonstrate, empathise, be open and honest in communicating with individuals and families;

- High level communication skills that include the ability to constructively provide open and honest feedback in relation to both strengths and deficits;
- Ability to establish, and maintain positive and productive working arrangements with Child Protection, Disability Services and other key service providers and intakes into other sectors;
- Ability to advocate and present cases for access to services on behalf of individuals and families;
- Ability to make timely, sound decisions about interventions required, and consult for the purposes of assessment and decision-making in the best interests of the individual and family;
- Ability to maintain records compliant with legislation and standards and data systems for reporting and informing planning; and
- A sound knowledge of the relevant legislation including information sharing provisions.

The proposal should include a description of the Service Provider's current workforce capabilities and strategies for ensuring that a flexible, accessible and appropriate service is provided by them. This should include commentary on how:

- The provider will work to maintain best practice standards and will regularly review and evaluate service delivery and case outcomes, and also contemporary research and practice, in order to ensure a continuous learning environment;
- Services will be provided by professionally qualified staff registered, or eligible for registration with the relevant professional association;
- The provider will ensure that the professional and general supervision of staff, and the practices and standards around service delivery and the overall management of the service are professionally conducted.
- The provider will ensure that staff are trained to respond to the needs of the client so as to maintain a high level of professional development of the staff;
- Service responses will meet ethical standards including:
 - Ensuring service delivery staff understand the range of entitlements and programs that may be available to clients within and outside the child, and family services network;
 - Have the knowledge, skills and commitment to competently provide the service;
 - Are courteous and professional and act in a way that is not preferential, biased or prejudiced, including for difficult or confused clients; and
 - Neither have, or be reasonably perceived to have any conflict of interest in relation to provision of services to clients or referrals to services
- Services will be provided in a way that ensures procedural fairness, including:

- Respecting the right to be heard, including providing assistance to clients to have the best opportunity to make their needs, situation and position clear;
- Acting fairly, with decisions being objective, not based on whim, personal preference or values;
- Making decisions on services and referrals based on facts and information; and
- Ensure reasonable efforts are made to pursue and obtain information which could assist making good quality decisions.

4 FUNDING MODEL

4.1 The anticipated global recurrent cost of providing the service at 2008-09 financial year rates is \$1.75 million to \$2.0 million. This would equate to approximately \$400,000 for smaller catchments to \$500,000 for larger catchments, but proposals may vary from these indicative figures. This amount will be indexed, based on the rate set by the Department, at the time of commencement of the service agreement and will be subject to annual Budget appropriations. The term of the service agreement will be for three years.

Additional funds will be available as a one off grant, for set-up costs.

4.2 Proposals should provide separate costings for:

- set-up costs; and
- recurrent operation costs based on full year operation at 2008-09 costing;
- provision for brokerage; and
- the cost of obtaining and maintaining required insurance cover.

Costings provided should be at sufficient level of detail to allow the evaluation panel to understand the methodology and assumptions applied in developing the proposed funding.

4.3 Without guiding or limiting the matters that might be taken into consideration, or costs or efficiencies related to service model design that might impact on proposed funding, the following should be taken into account:

- the service design requirements in Section 3, above, of this part of the RFP;
- anticipated activity levels as follows (which will be subject to monitoring and adjustment in negotiation with the provider during the period of the agreement);

Area	Family Support	Child Protection	Disability Services	Other contacts	Contact s Y1	Contact s Y2
South West	875	50	195	100	1025	1220
South East	750	45	165	90	885	1050
North	970	60	165	120	1150	1315
North West	805	45	175	90	940	1115
Totals	3,400	200	700	400	4000	4700

- Gateway services in relation to family support services will be to an anticipated client access profile within which:
 - 5% require high intensity services
 - 20% require medium intensity services

- 30% require low intensity services; and
- 45% require crisis, episodic or brief (very short term) services; and
- Assumptions in relation to service levels deduced from this profile should be provided (eg hours allocated based on correlation between intensity level and difficulty to engage).

5 REPORTING REQUIREMENTS

5.1 FINANCIAL

Financial reporting, accounting practices and service reporting will be required to comply with the requirements set out in the service agreement.

5.2 MINIMUM DATA SET

The service will be required, through the Disability, Children, Youth and Families Area Advisory Group, to provide fortnightly updates of the status of families accessing or referred to the Gateway.

The provider will be required to collect and provide data using the common assessment framework or such other tool provided by the department, which is/are used to measure risk and family functioning.

(NOTE – There is no Clause 6)

7 INFORMATION TO BE PROVIDED BY THE PROVIDER

7.1 Providers are required to provide the following documentation and information, according to the Evaluation Criteria set out in Section 16.5 of the Conditions of Proposal, as part of their proposal submission:

- Complete and submit the Proposal Form at attachment B, and attach all information specified; and
- Not alter any proposal document except as required.
- Proposals must be signed by an authorised officer of the organisation/s submitting the proposal.
- Proposals should include a brief organisation profile (history, culture, location, experience in providing community based services, funding sources, management and governance structure and infrastructure), together with their Australian Business Number (ABN) and a copy of their most recent annual report (including audited financial statements) if relevant and available unless such information has already been provided to the Grants Unit of the Department.
- Proposals are to detail any required establishment costs.
- Costs detailed by the provider should not include GST.
- In responding to Qualitative Evaluation Criterion B (Part One – Conditions of Proposal, Item 16.5) it is expected that a detailed implementation plan and service model will be provided including the introduction of disability services in 2010/2011.

- In responding to the Evaluation Criteria, providers should specifically disclose, outline or reference:
 - Policies, procedures and guidelines utilised by the organisation;
 - Examples of demonstration of experience and practices against each criteria;
 - Quality assessment or evaluation activity participated in by the organisation; and
 - Relevant stakeholders utilised by the organisation and their current client group.
- Proposals must include a dot point profile of the key people within the organisation who will be involved in the provision of the service;
- Providers are to identify any current issues relating to funding they receive from the Department or other State Government body;
- Providers are to indicate any actual, perceived or potential conflicts of interest that might exist now or during the agreement; and
- Providers are to provide the names and contact details of two referees (one service user and one business referee) who can comment on the organisation's ability to provide the services outlined in the proposal.

7.2 The Department of Health and Human Services may undertake such investigations as are necessary to assess and verify information provided by the provider. On lodging a proposal, a provider will be deemed to have authorised the department to perform such inquiries. This includes any information concerning any other funding agreements between the organisation/s and State Government Departments.]

