

Request for Tender for the provision of Document Imaging Services (RFT)

Request for Tender for the provision of Document Imaging Services

RFT issued by:	Transport Accident Commission, a body corporate established under the <i>Transport Accident Act 1986</i> (Vic) (TAC).
Mandatory Requirements:	Respondents should note the Mandatory Requirements for selection as a successful Respondent under this RFT which are set out in Schedule 1 of Part A (if any). Refer to section 5.10 of Part A for further details.
Place for lodgement:	A Submission in response to this RFT must be delivered to The Tender Box: Transport Accident Commission Level 0 60 Brougham Street Geelong, Victoria, 3220, Australia Respondents please note that only Submissions placed in the Tender Box by the Closing Time set out below will be accepted. The TAC takes no responsibility for Submissions lodged by mail and makes no undertakings and gives no assurances that such Submissions will be placed in the Tender Box by the Closing Time regardless of when the TAC receives such Submissions. Electronic or faxed Submissions will not be accepted.
Copies:	One original (marked 'original') and five printed copies must be lodged. Each Submission must be enclosed in an envelope clearly marked as follows: Transport Accident Commission RFT for document imaging services [Name and address of the Respondent]
Communications or enquiries:	All communications or enquiries about this RFT or Tender Process, including questions or requests for further information or clarification, must be submitted in writing by email only to the Contact Person by 4:00pm (AEST) 12 August 2009. Refer to section 4.1 of Part A for further details about communications relating to this RFT or Tender Process.
Closing Time:	4:00pm (AEST) 26 August 2009.
Issue Date:	29 July 2009
Contact Details	All enquiries about this RFT must only be made in writing, by email to: imagingtenders@tac.vic.gov.au

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Part A Conditions of Tendering

1. INTRODUCTION

1.1 Purpose

The TAC is conducting this Tender Process to select and appoint a provider to supply document imaging services.

1.2 Background

The TAC is a Victorian statutory authority responsible for managing a transport accident compensation scheme that pays benefits to people injured in transport accidents as required by the *Transport Accident Act 1986* (Vic). Benefits payable by the TAC to persons injured in transport accidents include medical services, rehabilitation services and disability services.

The TAC's responsibilities include:

- promoting the prevention of transport accidents and safety in the use of transport; and
- designing and promoting, so far as possible, programs designed to secure the early and effective medical and vocational rehabilitation of persons injured as a result of a transport accident.

1.3 Structure of this RFT

This RFT is made up of the following Parts:

- **Part A (Conditions of Tendering):** This Part provides general information about the RFT and the TAC as well as the rules for this RFT and the Tender Process, the obligations of Respondents, the Closing Time, Submission details and the Evaluation Criteria the TAC will use in evaluating Submissions. The Conditions of Tendering are deemed to be accepted by all Respondents. Definitions for all capitalised terms used in this RFT are set out in section 11 of this **Part A**;
- **Part B (Specification):** This Part provides a detailed description of the services the TAC requires;
- **Part C (Services Agreement):** This Part attaches the Services Agreement which sets out the terms and conditions on which the TAC would prefer the services to be provided to it. This Part includes the pricing response section as Schedule 5;
- **Part D (Respondent's Submission):** This Part provides the template schedules which Respondents must complete and submit to demonstrate that the Respondent can meet the Specification and Evaluation Criteria generally;
- **Part E (Ethical Employment Standard):** This Part sets out the statement to be completed by Respondents demonstrating their ability to satisfy the Ethical Employment Standard; and
- **Part F (Victorian Industry Participation Policy):** This Part provides information about the statement required from Respondents to show their proposed compliance with the Victorian Industry Participation Policy.

If there is any inconsistency between **Part A** and any other part of this RFT, the provisions of **Part A** will prevail.

1.4 No contract or undertaking

This RFT is not an offer. It is an invitation for persons to lodge a Submission so their appointment to provide services to the TAC can be considered. Nothing in this RFT is to be construed as creating any contractual obligations, express or implied, between the TAC and any Respondent unless and until a written Services Agreement is entered into between the TAC and any successful Respondent. Neither this RFT nor any conduct or statement, whether before or after the issue of this RFT, is or is deemed to be an offer to contract or a binding undertaking of any kind (including, without limitation, an undertaking that could give rise to quasi-contractual rights, promissory estoppel, or rights with a similar legal basis) by the TAC.

1.5 Conditions of Tendering bind Respondents

Participation in this Tender Process is subject to compliance with the Conditions of Tendering. All Respondents, whether or not they lodge a Submission, must only use this RFT and the information contained within it in compliance with the Conditions of Tendering.

All Respondents are deemed to accept the Conditions of Tendering.

1.6 Indicative timetable*

The indicative timetable for the Tender Process is as follows:

Timetable*	
Issue Date: RFT issued by the TAC	29 July 2009
Communications relating to this RFT of Tender Process close: Refer to section 4.1 of this Part A	4:00pm (AEST) 19 August 2009
Closing Time: Submissions lodged	4:00pm (AEST) 26 August 2009
Evaluation of Submissions	28 August 2009 to 25 September 2009
Interviews conducted with short-listed Respondents (if required by the TAC)	Late September 2009
Indicative time for decision on final appointment	28 October 2009
Indicative date for execution of Services Agreement	16 November 2009
Start date of Services Agreement	1 December 2009

*Any time or date in this RFT, including as set out above, is for the sole convenience of the TAC. The specification of a time or date in this RFT does not create an obligation on the part of the TAC to take any action, or create any right in any Respondent that any action be taken, on the date specified. The TAC reserves the right to vary or extend any time or date in this RFT at any time and for such period as the TAC in its absolute discretion considers appropriate. If any conflict exists as to the date listed for an activity in this table and a subsequent announcement by the TAC, the date in the subsequent announcement will prevail.

2. RFT

2.1 Accuracy of RFT

While all due care has been taken in preparing this RFT, the TAC does not warrant the accuracy or completeness of the content of this RFT and the TAC will not be liable for any error in, or omission from, this RFT. Respondents will be deemed to have made their own enquiries regarding the Services and the Specifications before lodging their Submissions.

2.2 Changes to the RFT

The TAC reserves the right to amend this RFT in any way at any time during the Tender Process, including to extend the Closing Time or to add attachments or new information to this RFT (**Change**). All Changes will be in writing and given the same distribution as the original RFT. The provisions of this RFT will apply to all Changes unless the Change provides otherwise.

It is the responsibility of the Respondent to inform itself of the implications of any Change. The TAC will not be responsible in any way for any impact on Respondents of any Change.

2.3 Representations

No representation made by, or on behalf of, the TAC in connection with this RFT (or its subject matter) will be binding on the TAC unless and until that representation has been expressly incorporated as an obligation or right into the Services Agreement ultimately entered into between the TAC and any successful Respondent.

2.4 Limitation of liability

The TAC will not, under any circumstances, be liable to compensate a Respondent or any other party for any costs, expenses or losses incurred or suffered by that Respondent or party in relying upon or acting upon this RFT, or any information supplementing, updating or amending this RFT, in submitting a Submission or in providing any other document or otherwise participating in the Tender Process.

The information provided in this RFT does not attempt to provide a comprehensive overview of all facts or law relevant to a Submission and Respondents should make their own inquiries and obtain appropriate advice.

3. CONFIDENTIALITY

3.1 Confidential information

This RFT and all information provided by the TAC in connection with this RFT and the Tender Process (in whatever form) (**RFT Confidential Information**) is confidential and may be used solely for the purpose of preparing and lodging a Submission. All persons (including Respondents) obtaining or receiving RFT Confidential Information must:

- (a) keep RFT Confidential Information confidential;
- (b) not provide RFT Confidential Information to any person that is not a party to the Respondent's Submission without the TAC's prior written approval; and
- (c) if requested, immediately return to the TAC all copies of any RFT Confidential Information.

The TAC may require persons and organisations wishing to access or obtain a copy of this RFT, or certain parts of it or any additional materials, to execute a deed of confidentiality in a form required by, or satisfactory to, the TAC before or after access is granted.

3.2 Limitations on use of RFT and Intellectual Property Rights

Persons obtaining or receiving this RFT, and any other documents issued in relation to the Tender Process, may use this RFT and such documents only for the purpose of preparing a Submission.

All Intellectual Property Rights existing or as may exist in this RFT and any other documents provided to Respondents by or on behalf of the TAC in connection with the Tender Process, are owned by and will remain the property of the TAC except to the extent expressly provided otherwise.

3.3 Disclosure of Submission contents and information

Submissions will be treated as confidential by the TAC. The TAC will not disclose Submission contents and information except:

- (a) as required by law (including as required under the *Freedom of Information Act* 1982 (Vic));
- (b) for the purpose of investigations by the Australian Competition and Consumer Commission, the Auditor-General or other government authorities having jurisdiction;
- (c) to external consultants and advisers of the TAC engaged to assist with, or audit, the Tender Process; or
- (d) where government policy requires disclosure of general information provided by Respondents.

3.4 Use of Submissions

On lodgement in accordance with the requirements of this **Part A**, all Submissions become the property of the TAC. Respondents retain ownership of any Intellectual Property Rights contained in their Submission. The lodgement of a Submission does not transfer to the TAC any ownership interest in the Respondent's Intellectual Property Rights, or give the TAC any rights in relation to the Submission, except as expressly set out in this section 3.4.

Each Respondent, by lodgement of their Submission, grants a licence to the TAC, its employees, agents and advisers to retain, use, adapt, modify and copy the information contained in their Submission whether in whole or in part for any purpose related to or arising from the Tender Process including to evaluate the Submissions and to prepare, negotiate and manage the Services Agreement(s) with the successful Respondent(s) (if any).

Further, in lodging a Submission, the Respondent accepts that the TAC may, in accordance with the requirements of applicable Victorian Government policy, publish (on the internet or otherwise):

- (a) the name of any successful or recommended Respondent;
- (b) the value of any successful Submission;
- (c) the type and category of Services Agreement;
- (d) the start and end dates of the Services Agreement; and

- (e) a description of the services to be provided under the Services Agreement.

Refer to Attachment A of **Part D** for further information.

4. COMMUNICATIONS

4.1 Communications during the Tender Process

All communications relating to this RFT or Tender Process, including questions or requests for further information or clarification, must be submitted:

- (a) in writing to the Contact Person only; and
- (b) by the date and time specified on page two.

The TAC reserves the right not to respond to any question or request, irrespective of when such question or request is received.

Except where the TAC is of the opinion that issues raised apply only to an individual Respondent, questions submitted and answers provided may be made available via email to all Respondents without identifying the person or organisation having submitted the question. In all other cases, the TAC may deliver any written notification or response to a Respondent by leaving it at or delivering it to the address of the Respondent (as notified to the Contact Person).

Communications, including promotional or advertising activities, with employees, agents or contractors of the TAC are not permitted during the Tender Process except as provided in this section 4.1 or otherwise with the prior written consent of the Contact Person.

Respondents must not engage in any activities that may be perceived as, or that may have the effect of, influencing the outcomes of the Tender Process in any way.

4.2 Improper assistance

Respondents must not seek or obtain the assistance of employees, agents or contractors of the TAC or make any unlawful inducements in connection with the preparation or lodgement of their Submissions. In addition to any other remedies available to it at law the TAC may, in its absolute discretion, immediately disqualify a Respondent that it believes has sought or obtained such assistance.

4.3 Anti-competitive conduct

Respondents 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 Respondent or any other person in relation to the preparation, content or lodgement of their Submission. In addition to any other remedies available to it at law, the TAC may, in its absolute discretion, immediately disqualify a Respondent that it believes has engaged in such collusive or anti-competitive conduct.

4.4 Complaints about Tender Process

Any complaint about this RFT or the Tender Process must be submitted in writing to the Contact Person immediately the cause of the complaint arises or becomes known. The written complaint must set out:

- (a) the basis for the complaint specifying the issues of concern;

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

5. SUBMISSIONS

5.1 Lodgement of Submissions

Submissions must be lodged in accordance with the instructions on the cover page of this RFT including lodgement of one original (marked 'Original') and the number of copies specified. The TAC will refer to the original Submission to resolve any ambiguity or inconsistency.

5.2 Late Submissions

Submissions and, subject to sections 5.5 and 5.6, any corrections or amendments to Submissions, must be lodged by the Closing Time. Submissions lodged after the Closing Time or lodged at a location, or in a manner, contrary to that specified in this RFT will be disqualified from the Tender Process and will be ineligible for consideration, except where the Respondent can clearly demonstrate (to the reasonable satisfaction of the TAC) that late lodgement of the Submission:

- (a) resulted from mishandling of the Submission by the TAC; or
- (b) was hindered by a major incident and that the integrity of the Tender Process will not be compromised by accepting a Submission after the Closing Time.

A failure of the Respondent's delivery system (eg. courier) does not constitute grounds for acceptance by the TAC of a late Submission. It is the Respondent's obligation to ensure they allow enough time to lodge a Submission before the Closing Time.

The TAC's determination of the actual time that a Submission is lodged is final. Subject to paragraphs (a) and (b) above, all Submissions lodged after the Closing Time will be recorded by the TAC and only opened for the purposes of identifying a business name and address of the Respondent. The TAC will inform a Respondent whose Submission was lodged after the Closing Time of its ineligibility for consideration. All such Submissions will be returned at the conclusion of the Tender Process.

5.3 Format and content of Submissions

Respondents must ensure that:

- (a) their Submission is presented in the required format set out in **Part D** of this RFT; and
- (b) all the information fields in **Part D**, **Part E** and **Part F** are completed with the information requested.

The TAC may, in its absolute discretion, reject a Submission that does not include the information requested or is not in the format required. The Submission, including all attachments and supporting material, must be written in English, measurements must be expressed in Australian legal units of measure and any prices quoted must be in Australian dollars.

Unnecessarily elaborate responses, artwork, expensive visual or other presentation aids, or other presentations beyond what is sufficient to present a complete and effective proposal, are not necessary or required. Word limits, where specified, must be observed and the TAC reserves the right to disregard any part(s) of a Submission exceeding any specified word limit.

Respondents should fully inform themselves about all matters arising from this RFT, including all matters regarding the TAC's requirements for the provision of the Services. Respondents will be deemed to have made their own enquiries and assessed all risks regarding this RFT and to have fully incorporated the impact of any unknown risks into their Submission.

5.4 Status of Submission

A Submission must not be conditional on:

- (a) obtaining board approval of the Respondent or any related body corporate of the Respondent;
- (b) the Respondent conducting due diligence or any other form of enquiry or investigation;
- (c) the Respondent (or any other party) obtaining any regulatory approval or consent; or
- (d) the Respondent obtaining the consent or approval of a third party.

The TAC may, in its absolute discretion, disregard any Submission that is, or is stated to be, subject to any one or more of the conditions detailed above.

The TAC reserves the right to accept a Submission in part or in whole or to negotiate with a Respondent in accordance with section 6.3 of this **Part A**.

5.5 Obligation to notify changes

If, after a Submission has been lodged, there is any change to:

- (a) the Respondent's corporate structure;
- (b) the Respondent's ownership structure; or
- (c) the basis upon which the Respondent will have access to the necessary skills, resources, expertise or corporate or financial backing necessary to provide the Services,

the Respondent must immediately notify the TAC of the details of such change including its likely impact on the information or assurances given in the Submission.

5.6 Obligation to notify errors

If, after a Submission has been lodged, the Respondent becomes aware of an error in that Submission (excluding clerical errors which would have no bearing on the evaluation of the Submission) the Respondent must promptly notify the TAC of such error.

The TAC may, in its absolute discretion, permit a Respondent to correct an unintentional error in their Submission where that error becomes known or apparent after the Closing Time. In no event will any correction be permitted if the TAC considers that the correction would materially alter the substance of the Submission.

5.7 Illegible content, alteration and erasures

Incomplete Submissions may be disqualified or evaluated solely on the information contained in the Submission.

The TAC may disregard any content in a Submission that is illegible and any handwritten changes that are not initialled by an authorised officer of the Respondent. The TAC is under no obligation whatsoever to seek clarification from the Respondent.

5.8 Cost of Submissions

The TAC is not responsible for and will not pay for any expense or loss that may be incurred by a Respondent in preparing or lodging their Submission or participating in this Tender Process.

5.9 Period of validity

All Submissions must remain valid for a minimum of 120 days from the Closing Time. The period of validity of a Submission may not be shortened but may be extended by mutual agreement between the TAC and the Respondent.

5.10 Mandatory Requirements

The Mandatory Requirements for selection as a successful Respondent are set out in Schedule 1 of this **Part A**. A Respondent who does not satisfy all of the Mandatory Requirements will not be considered for appointment under this RFT.

5.11 Evaluation Criteria

In evaluating Submissions, the TAC will have regard to each of the specific Evaluation Criteria and the overall value for money proposition presented in the Submission. In this context, 'value for money' is a measure of the benefits represented by a Submission, it is not confined to price but is measured by an optimum combination of quality, quantity, risk, timelines and cost throughout the life of the contract. In assessing 'value for money' the TAC may consider:

- quality levels;
- performance standards; and
- environmental impacts.

The TAC will assess 'value for money' on a 'whole-of-life' basis with a view to long-term sustainability of the 'value for money' objective throughout the terms of the Services Agreement.

The TAC may assign a particular weighting to any or all of them but is under no obligation to advise Respondents of such weightings. The Evaluation Criteria are listed in Schedule 2 of this **Part A** and are not listed in order of importance and Respondents should not make any assumptions in this regard. Each criterion has been cross referenced to the relevant Schedule in **Part D** which must be completed by Respondents.

5.12 Compliance with Specification

Respondents must include in their Submission a table showing the level of non-compliance with the Specification (refer to Schedule 4 of **Part D**). In particular, Respondents must state if they will comply with the Specification or if they will only comply with it subject to conditions.

The TAC is prepared to contemplate variations or departures from the Specification proposed by Respondents if they will improve overall service delivery to the TAC.

5.13 Compliance with Services Agreement

Respondents must include in their Submission a table showing the level of non-compliance with the terms and conditions of the Services Agreement (refer to Schedule 5 of **Part D**).

The TAC is prepared to contemplate minor variations to the Services Agreement but will not view major variations favourably unless the Respondent is able to demonstrate to the TAC's satisfaction why the variation is necessary.

5.14 Definitions

The definitions of 'Complies', 'Complies Subject to Conditions' and 'Does not Comply' as used in Schedule 4 (statement of compliance with Specification) and Schedule 5 (statement of compliance Services Agreement) in **Part D** are set out in the table below:

Complies	(a) In the case of a provision which is of an informative nature only, that the provision has been read and understood; (b) in the case of a provision which imposes a contractual condition, that the condition is agreed to; and (c) in the case of a provision which specifies outputs or a characteristic or performance standard to be met by the services, that the offer is to provide the specified outputs or characteristics or standard.
Complies Subject to Conditions	(a) In the case of a provision which imposes a contractual condition, the condition can only be met subject to certain qualifications, which qualifications must be stated in full; and (b) in the case of a provision which specifies outputs or a characteristic or performance standard, the output, characteristic or performance standard can only be met subject to certain conditions. Where this is the case and the Respondent is prepared to make good on the outputs, characteristic or performance standard subject to conditions, the Respondent must state or describe the manner in which the non-compliance is to be made good. In both cases, alternative wording should be suggested to achieve compliance.
Does Not Comply	The provision or contractual condition, or outputs, characteristic or performance standard of the clause is not met by the offer. Full details of the non-compliance must be stated and, if appropriate, alternative wording suggested to achieve compliance.

Indefinite responses such as 'noted' or 'to be discussed' or 'to be negotiated' are **not acceptable** as a statement of compliance.

Where the Respondent is unwilling to accept a provision, the reason for the non-acceptance must be clearly stated. Prominence must be given to the statement detailing the non-acceptance. It is not sufficient that the statement should only appear as an attachment or part of an attachment to the Submission, or be included in a general statement of the Respondent's usual operating conditions. Respondents should also suggest alternative wording so as to achieve compliance, where appropriate.

An incomplete Submission may be rejected or assessed solely on the information received with the Submission.

6. EVALUATION PROCESS

6.1 Evaluation of Submissions

The TAC intends to evaluate the Submissions received by the Closing Time. Submissions will be evaluated against the Evaluation Criteria.

Following the initial evaluation process, the TAC may give notice to Respondents that it wishes to:

- (a) start or continue negotiations with all Respondents without short-listing any Respondents;
- (b) short-list one or more Respondents to proceed to start or continue negotiations; or
- (c) accept one or more of the Submissions.

If the TAC chooses to include a short-listing stage in its evaluation process, the TAC is not, at any time, required to notify Respondents or any other person or organisation interested in lodging a Submission.

A Submission will not be deemed to be unsuccessful until such time as the Respondent is formally notified of that fact by the TAC. The commencement of any negotiations by the TAC with one or more Respondent(s) is not to be taken as an indication that any particular Submission has not been successful.

6.2 Clarification of Submission

If, in the opinion of the TAC, a Submission is unclear in any respect, the TAC may seek clarification from the Respondent. Failure to supply clarification to the satisfaction of the TAC and within the time specified by the TAC may render the Submission liable to disqualification.

The TAC is under no obligation to seek clarification of a Submission and it reserves the right to disregard any clarification that it considers to be unsolicited, that it considers would materially alter the substance of the Submission or that is otherwise impermissible in accordance with the Conditions of Tendering.

6.3 Negotiation and presentation

The TAC may at any stage of the evaluation process, elect to engage in detailed discussions and negotiations with any one or more Respondent(s) with a view to maximising the benefits of the Submissions lodged. As part of this negotiation process, the TAC may request such Respondent(s) to improve one or more aspects of their Submission, including any technical, financial, corporate or legal components.

The TAC may, in its absolute discretion, invite some or all Respondents to give a presentation to the TAC in relation to their respective Submissions.

In addition to presentations and negotiation, the TAC may request some or all Respondents to:

- (a) conduct a site visit;
- (b) provide references; and/or
- (c) make themselves available for panel interviews.

The TAC is under no obligation to conduct any negotiations with, or to invite any presentations from, the Respondents.

6.4 No legally binding contract

Selection as a successful Respondent does not give rise to a contract (express or implied) between the successful Respondent and the TAC in connection with the Services. No legal relationship will exist between the TAC and a successful Respondent for the supply of the Services until such time as a binding contract in the form of the Services Agreement is executed by the successful Respondent and the TAC.

6.5 No public announcements

Respondents must not make any public announcements about any short listing, contractual negotiations or the selection of any successful Respondent(s) until a binding contract in the form of the Services Agreement is executed by the successful Respondent(s) and the TAC.

6.6 No obligation to enter into contract

The TAC is under no obligation to:

- (a) accept any Submission;
- (b) appoint any successful Respondent; or
- (c) enter into a contract with any successful Respondent or any other person.

6.7 Debriefing

At the conclusion of this Tender Process, the TAC may, in its absolute discretion, conduct a debriefing session for any or all Respondents (whether successful or unsuccessful). Attendance at this debriefing session is optional.

7. VICTORIAN GOVERNMENT POLICY REQUIREMENTS

7.1 Ethical Purchasing Policy

All Respondents must complete an Ethical Employment Statement in accordance with **Part E** as part of their Submission. The Ethical Employment Statement will be assessed as part of the evaluation of the Respondent's Submission.

Any successful Respondent entering into a contract with the TAC as a result of this Tender Process must continue to satisfy the ethical employment standard during the period of the contract. The Services Agreement will allow the TAC to request further ethical employment statements from the Respondent. The Services Agreement will also permit termination by the TAC if a Respondent does not satisfy its disclosure obligations or maintain the ethical employment standard during the term of the Services Agreement.

Information about the 'Ethical Purchasing Policy' is detailed on the Victorian Government Purchasing Board website at www.vgpb.vic.gov.au.

7.2 Victorian Industry Participation Policy

The Victorian Industry Participation Policy (**VIPP**) seeks to maximise opportunities for Australian, New Zealand and Victorian suppliers to compete for government business on the basis of best value for money over the life of the goods or services.

All Respondents must complete a VIPP Plan in accordance with **Part F**. The VIPP Plan will be assessed as a key criterion as part of the evaluation of the Respondent's Submission.

Respondents must submit their VIPP Plan to the Industry Capability Network Victoria (**ICN**) for certification by the Closing Time. Respondents must promptly submit their VIPP Plan to the TAC once it has been certified by the ICN and, when submitted, the VIPP Plan becomes part of the Submission. The TAC will reject Respondents whose VIPP Plan has not been certified by ICN.

The certified VIPP Plan of a successful Respondent will be negotiated as a reportable condition of the Services Agreement.

ICN is available to provide free advice and assistance to Respondents in relation to their VIPP obligations. Further information is available at www.diird.vic.gov.au/vipp.

8. RESPONDENT WARRANTIES

By lodging a Submission, a Respondent warrants that:

- (a) in preparing and lodging its Submission, it did not rely on any express or implied statement, warranty or representation, whether oral, written, or otherwise made by or on behalf of the TAC, its officers, employees, agents or advisers, other than any statement, warranty or representation expressly contained in this RFT;
- (b) it did not use the improper assistance of TAC employees or information unlawfully obtained from the TAC in compiling its Submission;
- (c) it has examined this RFT, and any other documents referenced or referred to in this RFT, and any other information made available in writing by the TAC to Respondents for the purposes of preparing a Submission;
- (d) it has sought and examined all necessary information which is obtainable by making reasonable enquiries relevant to the risks and other circumstances affecting its Submission;
- (e) it has otherwise obtained all information and advice (including legal and financial advice, if applicable) necessary for the preparation of its Submission;
- (f) it is responsible for all costs and expenses related to the preparation and lodgement of its Submission, any subsequent negotiation, and any future process connected with or relating to this Tender Process;
- (g) it otherwise accepts, and will comply with, the Conditions of Tendering;
- (h) it will provide additional information in a timely manner if requested by the TAC to clarify any matters contained in its Submission; and
- (i) it is satisfied as to the correctness and sufficiency of its Submission including, the Ethical Employment Statement.

9. TAC'S RIGHTS

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

- (a) cease to proceed with, suspend or postpone this Tender Process or any part of it;

- (b) alter the structure and/or the timing of this RFT or the Tender Process;
- (c) vary or extend any time or date specified in this RFT for all or any Respondent or other persons for such period as the TAC in its absolute discretion considers appropriate;
- (d) terminate the participation of any Respondent, or any other person, in the Tender Process for any reason, regardless of whether the Submission lodged conforms with the requirements of this RFT;
- (e) require additional information or clarification from any Respondent or any other person or provide additional information or clarification to any Respondent or any other person;
- (f) negotiate with any one or more Respondent(s) and allow any Respondent to alter its Submission where it is in the public interest to do so in order to maximise value for money for the TAC;
- (g) terminate any negotiations being conducted at any time with any Respondent for any reason;
- (h) call for new Submissions;
- (h) reject any Submission received after the Closing Time; and
- (i) reject any Submission that does not comply with the requirements of this RFT.

10. GOVERNING LAW

This RFT and the Tender Process is governed by the laws applying in the State of Victoria. Each Respondent must comply with all relevant laws in preparing and lodging its Submission and in taking part in this Tender Process.

11. DEFINITIONS

In this RFT, unless a contrary intention is apparent:

Closing Time means the time and date specified as the closing time on the cover page of this RFT by which Submissions must be lodged.

Conditions of Tendering means the terms and conditions applicable to the Tender Process and any communications (including any tender briefing, presentations, meetings or negotiations relating to this RFT or the Tender Process) as set out in this **Part A** and elsewhere in this RFT.

Contact Person means the person nominated by the TAC and specified as such on the cover page of this RFT as the person for Respondents to contact in relation to matters relating to this Tender Process.

Evaluation Criteria means the criteria to be applied by the TAC for evaluating Submissions lodged by the Closing Time, as set out in Schedule 2 to this **Part A**.

Intellectual Property Rights means all intellectual property rights (whether or not such rights are capable of registration) including copyright, trademarks and trademark applications, designs and design applications, patents and patent applications and the right to have confidential information (including trade secrets and know how) kept confidential.

Issue Date means the date specified as the issue date on the cover page of this RFT.

Mandatory Requirements means the mandatory requirements for appointment as a successful Respondent under this RFT as set out in Schedule 1 of this **Part A**.

Request for Tender or RFT means this document comprising each of the parts identified in section 1.3 of this **Part A**.

Respondent means anyone who obtains or receives this RFT, whether or not they lodge a Submission in accordance with this RFT.

Services Agreement means an agreement in the form set out in **Part C** of this RFT. The TAC reserves the right to vary the form and/or content of the Services Agreement set out in **Part C** of this RFT at any time, whether before or after the start of this Tender Process.

Specification means the specification set out in **Part B** of this RFT.

Submission means the document(s) lodged by a Respondent in response to this RFT.

Tender Process means the process being undertaken by the TAC, as described in this RFT.

Schedule 1 Mandatory Requirements

1. **Volume, complexity and experiences**

1.1 The Respondent must have capacity and resources to:

1.1.1 manage 3,200 TAC documents each day; on average 10,000 pages per day;

1.1.2 manually identify and sort documents into:

1.1.2.1 over 60 different document categories; and

1.1.2.2 over 200 different document types,

which are then scanned and electronically imaged into TAC systems. Please note that TAC documents are not 'pro forma' and most do not have any obvious identifiers attached.

1.2 The Respondent must have at least 3 years experience delivering similar volumes and complexity to individual customers.

2. **Quality accreditation**

2.1 The Respondent must possess quality accreditation from the ISO 9000 family or equivalent.

Schedule 2 Evaluation Criteria

Submissions will be evaluated against the Evaluation Criteria contained in the following table. The Evaluation Criteria are not listed in order of importance and Respondents should not make any assumptions in this regard. Each criterion has been cross referenced to the relevant Schedule in **Part D** which must be completed by Respondents.

EVALUATION CRITERIA	CROSS REFERENCES (Schedule references refer to a Schedule in Part D)
PROFESSIONAL COMPETENCE	
1. Compliance with Specifications: 1.1 Level of compliance with specifications	Schedule 4
2. Transition plans: 2.1 effectiveness of proposed plan to manage the transition of the TAC's business processes to services offered by the Respondent; and 2.2 description of the protocols and procedures employed by the Respondent at termination of a service supply agreement.	Schedule 15
3. Capability and capacity: 3.1 current and previous experience relative to TAC's service requirements. 3.2 demonstrated experience, appropriate organisational structure and suitable qualified resources for effective contract and business relationship management and service delivery.	Schedule 7
4. Resources, infrastructure & other support: 4.1 demonstrated experience and on-going capability in the provision of the specified services.	Schedule 9
5. OH&S: 5.1 comprehensive OH&S plans and strategies are in place in the organisation.	Schedule 13
COMMERCIAL	
6. Compliance with Services Agreement: 6.1 level of deviations from Services Agreement terms and conditions.	Schedule 5

7.	Risk management:	Schedule 11
7.1	the degree of processes in place to avoid service disruption.	
8.	Financial viability:	Schedule 17
8.1	of the Respondent over the term of the Services Agreement.	
9.	Victorian Industry Participation Policy (VIPP):	Part F
9.1	VIPP Plan.	
10.	Ethical Employment Guidelines:	Part E
10.1	Ethical Employment Statement.	
11.	Environmental Procurement Policy:	Schedule 16
11.1	strategies to reduce environmental impact.	
FINANCIAL		
12.	Pricing:	Schedule 6
12.1	Total cost to the TAC including:	
12.1.1	Respondent's proposed prices and price models of the proposal; and	
12.1.2	Transition cost.	

Part B Specification

1. Introduction

This Part contains a summary of the TAC's requirements in relation to the services. The TAC's detailed requirements are located in:

- 1.1 Schedule 1 of the Services Agreement; and
- 1.2 the Service Level Agreement included in Schedule 2 of the Services Agreement.

Using the template schedules in **Part D** of this RFT, each Respondent is required to make a detailed Submission addressing how they currently provide services similar to the services required by the TAC and how they propose to perform the services for the TAC if appointed. It is essential that Respondents review this Part and the requirements identified in the Services Agreement included at **Part C** in conjunction with the **Part D** response schedules.

2. Summary

The TAC seeks the provision of imaging services to meet its business needs via this RFT.

2.1 Base Case Services

The services sought will as a minimum, require the supplier to collect, receive, identify, date stamp, sort, image, index, and electronically deliver nominated categories of incoming documents to the TAC in the format specified by the TAC for upload into its electronic document management systems.

The supplier will also be required to store and manage nominated categories of paper documents on a short-term basis, and to physically deliver nominated categories of paper documents to the TAC at 60 Brougham Street, Geelong.

The TAC requires the supplier to provide a recognised, high-integrity method to protect imaged documents from tampering in order to meet current and projected evidentiary requirements for electronic documents in Victorian courts and tribunals. Possible solutions include digital watermarking and electronic signatures.

The services outlined above are set out in greater detail in Schedules 1 and 2 of the Services Agreement.

2.2 Optional Services

The TAC also seeks proposals for the supply of optional services such as:

- (i) the management of secure long-term storage, retrieval and secure destruction of incoming and pre-existing paper documents; and
- (ii) the ability to undertake Optical Character Recognition (OCR) at some future stage during the term of the Services Agreement, including current OCR capability, how this could impact on TAC processes and corresponding impact on processing costs

2.3 Document Categories and Options

The TAC has identified document categories (refer to the Service Level Agreement in Schedule 2 of the Services Agreement). Each category has specific requirements for handling within the TAC. For example, all invoices are processed centrally whilst

correspondence is forwarded to individual staff responsible for the management of a portfolio of claims.

The TAC is seeking the most cost-effective end-to-end solution for handling each category of document, consistent with the objective of providing TAC staff with immediate access to all relevant documents in electronic form.

Evaluation of the Submissions received from Respondents will enable the TAC to select the most appropriate of the following options for each document category:

1. Paper documents are imaged and indexed, the image and attached index data is transmitted to the TAC in electronic form and the paper documents are retained by the supplier for one month storage, followed by either:
 - secure destruction; or
 - transition to long-term storage (as an optional service);
2. Paper documents are imaged and indexed, the image and attached index data is transmitted to the TAC in electronic form and the paper documents are physically delivered to the TAC;
3. Paper documents are physically delivered to the TAC; and
4. Paper documents are collected from TAC, imaged and indexed and the attached index data is transmitted to TAC in electronic form and the paper documents are retained by the supplier, as per point 1 above.

The TAC is seeking sufficient flexibility in the Services Agreement to enable a change from one option or another for any particular document category(s) in response to future changes in TAC or third party business processes.

Part C Services Agreement

Copy attached.

Part D Respondent's Submission

RESPONDENTS MUST COMPLETE EACH SCHEDULE IN THIS PART

INSTRUCTIONS FOR PREPARING SUBMISSIONS USING THE RESPONSE SCHEDULES

1. **Form and content**

- 1.1 Respondents must prepare their Submission using the response schedules set out in this **Part D** in accordance with the instructions set out in each schedule.
- 1.2 It is the Respondent's responsibility to ensure that the information provided is clear, accurate and complete to allow a full evaluation. The Respondent must specifically address every item in each schedule in the format set out in that schedule.
- 1.3 If the Respondent is required to annex documents or further information, the Respondent must clearly mark the annexure with the applicable schedule name and number and use the same headings and numbering as used in the schedule.

2. **Address the Evaluation Criteria**

- 2.1 The Evaluation Criteria for this RFT are described in Schedule 2 to **Part A** and will be used in the evaluation of Submissions to select any successful Respondent.
- 2.2 When providing responses to the specific Evaluation Criteria, Respondents should ensure that the information submitted is complete in order to enable the TAC to make a comprehensive and accurate assessment of the Submission against the Evaluation Criteria and a considered judgement about the relative merits of their Submission.

3. **Format of Submission**

- 3.1 Please ensure responses to all Schedules in this **Part D** are provided within the specified boxes in each Schedule and that you include your entity name in the footer of each page of the Submission.
- 3.2 Font: use only 10 point Arial.

Schedule 1 Tender Form

Please fill in each of the spaces below with the information requested.

1. **Respondent's registered business name and registered business address**

2. **Trading name/s (Please clearly state if operating through a trust and if so the name of the trust, the trustee and the trustee's ABN)**

3. **Australian business number (ABN)**

4. **Australian company number (ACN) (if applicable)**

5. **Place of registration**

6. **Business location/s**

7. **Tender contact person**

Please provide the name, title and contact details of the person who has been authorised to manage your Submission. Please note that all communication from the TAC will be sent to you via the email address you provide and that it is your responsibility to notify the TAC's Contact Person should the contact details below change during this Tender Process.

Name:

Title:

Phone number:

Fax number:

Email address:

Post address:

8. Insurance details

Please provide details of all relevant insurance coverage maintained by the Respondent.

	Public liability	Professional indemnity
Name of insurance company:		
Policy number:		
Expiry date:		
Limit of liability:		
Relevant exclusions:		
	☐ Certificate of currency and copy of policy available on request	☐ Certificate of currency and copy of policy available on request

9. Disclosure of Submissions and contract information

The Conditions of Tendering include provisions for the disclosure of Submissions and contract information (see sections 3.3 and 3.4 of **Part A** and Attachment A to this **Part D**). Identify any information in your Submission which you consider falls within the following categories and which you consider should not be published:

Trade secrets:	
Unreasonable disadvantage:	

10. Respondent's declaration

The Respondent:

- acknowledges that, by submitting this Submission, it is bound by, and will comply with, the Conditions of Tendering; and
- warrants that all information contained in this Submission is accurate and complete.

This Submission is signed for and on behalf of the Respondent.

Signature	Name (print)	Title (print)	Date (print)

Schedule 2 Executive Summary

Please provide a brief executive summary (no longer than 2 A4 pages) providing an overview of your Submission.

Schedule 3 Mandatory Requirements

Please indicate your compliance with the Mandatory Requirements.

Any Submission that does not meet a Mandatory Requirement will not be considered further.

Mandatory Requirement	Yes / No (tick applicable option)
1. Volume, complexity and experiences 1.1 The Respondent must have capacity and resources to: 1.1.1 manage 3,200 TAC documents each day; on average 10,000 pages per day; 1.1.2 manually identify and sort documents into: 1.1.2.1 over 60 different document categories; and 1.1.2.2 over 200 different document types, which are then scanned and electronically imaged into TAC systems. Please note that TAC documents are not 'pro forma' and most do not have any obvious identifiers attached. 1.2 The Respondent must have at least three years experience delivering similar volumes and complexity to individual customers.	☐ Yes ☐ No
2. Quality accreditation 2.1 The Respondent must possess quality accreditation from the ISO 9000 family or equivalent.	☐ Yes ☐ No

This declaration must be completed and signed by an authorised officer of the Respondent.

I, _____ acknowledge and agree that the answers given above in this Schedule 3 are true and correct. Signature: _____ Date: _____	[Insert name]
---	-----------------------------

Schedule 4 Statement of Compliance With Specification

If your Submission does not comply with all sections and paragraphs of the Specification set out in **Part B** of this RFT and in Schedules 1 and 2 of the Services Agreement, you must complete the table below indicating clearly, and in order of the relevant sections and paragraphs, your partial or non-compliance with **Part B**. Refer to section 5.12 of **Part A** for further instructions.

Note: No response is required in respect of a particular section or paragraph of the Specification where you will comply with that section or paragraph. If your Submission complies with all sections and paragraphs of the Specification you do not need to complete the table set out below.

Section / paragraph of Part B, Schedule 1 or 2 of the Services Agreement	Level of Non-Compliance	Explanation/alternative wording
	Either 'Complies Subject to Conditions' or 'Does Not Comply'	Where the statement in column 2 is 'Complies Subject to Conditions' you should include the applicable conditions and the reason why those conditions are acceptable. Where the statement in column 2 is 'Does Not Comply' you should state the reasons for such non-compliance. In both cases, the nature and extent of non-compliance must be clearly stated and, if appropriate, alternative wording should be suggested to achieve compliance.
1.		
1.1		
etc		

Please include details of security plans and policies in this section – refer to item 1.9 of Schedule 1 of the Services Agreement

Schedule 5 Statement of Compliance with Agreement

If your Submission does not comply with all clauses and paragraphs of the Services Agreement set out in **Part C** of this RFT, you must complete the table below indicating clearly, and in order of the relevant clauses and paragraphs, your partial or non-compliance with **Part C**. Refer to section 5.13 of **Part A** for further instructions.

Respondents should note that it is the TAC's expectation that Respondents will comply with all clauses and paragraphs of the draft Services Agreement.

Note: No response is required in respect of a particular clause or paragraph of the Services Agreement where you will comply with that clause or paragraph. If your Submission complies with all clauses and paragraphs of the Services Agreement you do not need to complete the table set out below.

Clause / paragraph of Services Agreement	Level of Non-Compliance	Explanation/alternative wording
	Either 'Complies Subject to Conditions' or 'Does not Comply'	Where the statement in column 2 is 'Complies Subject to Conditions' you should include the applicable conditions and the reason why those conditions are acceptable. Where the statement in column 2 is 'Does not Comply' you should state the reasons for such non-compliance. In both cases, the nature and extent of non-compliance must be clearly stated and, if appropriate, alternative wording should be suggested to achieve compliance.
1.		
1.1		
etc		

Schedule 6 Pricing Methodology

Please complete and attach Schedule 5 (Pricing Methodology) and Schedule 6 (Standard Rates) of the Services Agreement located at **Part C**.

Schedule 7 Capability and Capacity - Knowledge of the Sector

Please provide details of your organisation's knowledge, understanding and expertise in the sector, in particular, as it applies to the services required by the TAC.
Also, please provide details as to how you will deliver services in relation to each base case option (1 – 4) in item 3 of this section

1. Current and previous experience

Please provide details of your current and recent experience (last 1 to 2 years) in providing services similar to the services required by the TAC.

Please provide details of past experience (more than 2 years ago) in providing services similar to the services required by the TAC.

Briefly provide details of any previous public sector experience in providing services similar to the services required by the TAC.

2. Other relevant knowledge or understanding

Please provide details of any other knowledge or understanding of the sector that you consider is relevant to your bid (word limit 150 words)

What do you consider to be your core competency or competitive edge?

3. Service delivery approach

The TAC requires some indication of the level of client service you would provide if your Submission is successful. Please provide an overview of the service delivery approach you propose to use for delivery of the Services, describing your method, timing, and requirements (if any). In formulating the response, refer to Part B – Specification, of this RFT

What differentiates your organisation's service delivery approach from others?

Provide details of your proposed planning arrangements, in particular for meeting deadlines.

Please provide details of the customer service plan you would undertake in delivery of the services (word limit 250 words). The customer service plan should address, at a minimum, the following:

- What methods will you employ to gather client feedback?
- How frequently will you gather client feedback?
- What strategies will be used to ensure continuous improvement for the service?
- What approach will you take to ensure appropriate and improved client outcomes?
- What other client orientated proposals do you have which will enhance your bid?
- How you would manage complaints made by clients or third parties (such as funding bodies) about your staff?

Schedule 8 Referees

Please provide the names and contact details of **3** existing contact referees that TAC could contact regarding your ability to provide the services required by the TAC including the type and length of service provided for each one.

Referees must include the contracts that satisfy Mandatory Criteria 1 in Schedule 3

1. Client and contact details:

Description of service:

Period of engagement:

2. Client and contact details:

Description of service:

Period of engagement:

3. Client and contact details:

Description of service:

Period of engagement:

Respondents should note that the TAC reserves the right to contact any of your previous clients and any number of the nominated referees at its sole discretion. Additionally, the TAC reserves the right to seek further references as it sees fit from sources other than those specified above.

Schedule 9 Resources, Infrastructure and Other Support

Please provide details of your organisation and the support which will be used to provide the services required by the TAC including the following. If there is insufficient space, please attach additional pages using the numbering system of this Schedule. Maximum 100 words per item.

1. Key personnel

Please provide a brief curriculum vitae for each team member of your staff you are proposing for the contract management work including details of qualifications, experience and skills.

--

2. Other staff

How many FTE staff does your organisation employ in Australia?

--

How many FTE staff does your organisation employ in Victoria?

--

How many of these staff are being proposed to support delivery of the services?

--

Please provide details of the level of experience, qualifications and training of the staff that are being proposed to support delivery of the services.

--

What local, national and international network resources do you have available that would be relevant to the TAC?

--

3. Contract manager

Please provide details of the contract manager with whom the TAC will deal in respect of this engagement including their experience, qualifications and location?

--

4. **Infrastructure**

Please provide details of your organisation's facilities, equipment, administrative capacity and any other support that will be made available for the purposes of providing the services.

--

Please provide details of the location of your head office and any networking facilities you believe may support your ability to deliver the services at a high level.

--

Schedule 10 Proposed Sub-Contractors

Please provide details of each sub-contractor (full business name, ABN, registered business address) you propose to engage for the provision of the Services. Briefly outline the scope and extent of services to be provided by each sub-contractor.

Name and ABN:

Address:

Services to be provided:

Schedule 11 Risk Management

Maximum 100 words per item unless otherwise stated.

1. What would you expect to be the major risks associated with the performance of the services? What processes does your organisation have in place for managing such risks?

2. What existing experience and capability does your organisation have for managing its own risk (include availability of resources, level of experience, qualifications and relevant training)?

3. What specific process does your organisation have in place for managing the risk of disruption to its service?

4. Please provide details of your organisation's disaster recovery plan (word limit 250 words).

Schedule 12 Benchmarking

Please provide an overview of what you consider to be appropriate performance measures and benchmarks and how these can be evaluated during the term of the Services Agreement. Please refer to Clause 5.2 and Schedule 17 of the Services Agreement.

--

Schedule 13 OH&S Policies, Procedures and Performance

Respondents should note that below represents the practices that the TAC considers essential OH&S management practices. A response of 'No' to these questions must be accompanied by a proposal to meet the standard within a minimum of 3 months from the commencement of the Services Agreement.

TAC to mark:		✓ Acceptable	X Not Acceptable	N/A Not Applicable
		Respondent to complete		TAC use only
		Yes	No	
1.	OHMS Certification			
	Does your organisation have an OHS Management System certified by a recognised independent authority (eg: SafetyMAP, AS/NZS 4801)?	☐	☐	
	<i>If Yes, please provide details:</i>			
				
2.	Conviction of Health and Safety Offence			
	Has the organisation ever been convicted of an occupational health and safety offence?	☐	☐	
	<i>If Yes, please provide details:</i>			
				
3.	Safe Work Practices and Procedures			
3.1	Does your organisation have written safe operating procedures or specific safety instructions for dealing with potentially abusive members of the public?	☐	☐	
	<i>If Yes, please provide a summary listing of procedures or instructions. Comments:</i>			
				
	Is there a standard incident investigation procedure?	☐	☐	
	<i>If Yes, please provide a copy of a standard incident report form or outline process:</i>			
				
	Are there standard methods for supervising your employees and/or subcontractors?	☐	☐	
	<i>If Yes, please provide details:</i>			

TAC to mark:		✓ Acceptable	X Not Acceptable	N/A Not Applicable
		Respondent to complete		TAC use only

4.	OHS Training and Competency			
	Is a record kept of all training and induction programs undertaken for employees in your organisation?	☐	☐	
	<i>If Yes, please provide examples of safety training records::</i>			

5.	Workplace Inspection			
	Is there a standard procedure for employees to report hazards?	☐	☐	
	<i>If Yes, please provide details:</i>			

	Are regular health and safety inspections at worksites undertaken?	☐	☐	
	<i>If Yes, please provide details including any checklists used:</i>			

6.	Health and Safety Consultation			
	Is there a workplace health and safety committee?	☐	☐	
	Are there employee elected health and safety representatives?	☐	☐	
	<i>If Yes, please provide details:</i>			

	Are employees involved in discussions and decision making for OHS matters?	☐	☐	
	<i>Comments:</i>			

Respondent organisations with more than 10 employees must complete items 7 and 8				
7.	OHS Policy and Management			
	Does your organisation have a written health and safety policy?	☐	☐	
	<i>If Yes, please provide a copy of the policy:</i>			

TAC to mark:		✓ Acceptable	X Not Acceptable	N/A Not Applicable
	Does your organisation have an OHS Management System manual or plan?	☐	☐	TAC use only
	<i>If Yes, please provide a copy of the contents page. Comments:</i>			
	Are health and safety responsibilities clearly identified for all levels of staff?	☐	☐	
	<i>If Yes, please provide details:</i>			
8.	OHS Performance Monitoring			
	Is there a system for recording and analysing health and safety performance statistics, such as injury and incident rates?	☐	☐	
	<i>If Yes, please provide details:</i>			
	<u>For any questions with a 'No' response, please attach proposal as per instructions at the commencement of this schedule.</u>			

Schedule 14 Governance and Conflict of Interest

Respondents are required to demonstrate that they are able to comply with the TAC's conflict of interest requirements.

Where Respondents answer YES or PARTIAL to any question, or where a question requires information, a full explanation on a separate sheet adopting the numbering system of this Schedule is required.

1. Names, qualifications and relevant experience of the directors of the Respondent.

Name:

Qualifications:

Relevant Experience (maximum 100 words):

2. Names, qualifications and relevant experience of the directors of the Respondent's ultimate holding company.

Name:

Qualifications:

Relevant Experience:

3. Other directorships held by directors and senior executives of the Respondent.

4. Do any directors or officers of the Respondent have a criminal record?

☐ Yes ☐ No

5. Are you aware of any matter, interest, or relationship that may or does create or have the effect of creating a conflict of interest in the carrying out of the proposed duties, obligations or functions?

☐ Yes ☐ No ☐ Partial

6. Provide details of the strategies you have in place for preventing and dealing with conflicts of interest.

--

7. Are you aware of any matter, interest, relationship or client which may or does affect the ability of the Respondent, or any of its employees, to act objectively in discharging the duties, obligations and functions of the Respondent if appointed?

☐ Yes ☐ No ☐ Partial

Schedule 15 Transition Plans

Respondents are required to provide details of plans to transition services in and out of the Services Agreement. Refer to items 1.7.5 and 1.7.6 in Schedule 1 of the services Agreement.

1. **Transition in**

Please provide details of your plans, approaches and methods proposed to transition in to the Services Agreement:

--

2. **Transition out**

Please provide details of your intended approach in transitioning out of the Services Agreement at the (near) expiry of the Services Agreement or at termination of the Services Agreement:

--

Schedule 16 Environmental Purchasing Policy

The Victorian Government is committed to protecting and conserving the environment and building environmental sustainability in government policies, programs, regulations, investments and budgets.

Please complete details.

1. Please detail the Respondent's environmental management practices.

--

2. Please detail the Respondent's strategies for reducing the environmental impact of service provision to the TAC.

--

Schedule 17 Financial Viability

Respondents are required to demonstrate that they have the financial capacity to provide, over the term of the appointment, all the requirements specified in this RFT. Accordingly, Respondents are required to provide the following information to support their Submissions.

Respondents must provide YES or NO answers to the following questions. YES answers require a full explanation on a separate sheet adopting the numbering system of this Schedule.

Questions (i) and (j) require responses if answered "NO"

- (a) Are there any significant events, matters or circumstances that have arisen since the end of the last financial year that may significantly affect the operations of the Respondent?

☐ Yes ☐ No

- (b) Are there any mergers or acquisitions, either recent (within the past 12 months) or which are imminent?

☐ Yes ☐ No

- (c) Are there any proceedings whatsoever, actual or threatened, against the Respondent, or its parent or associated entities or any director of the Respondent, its parent or associated entities or have there been any such proceedings within the past 5 years? If so, what remedial action has been taken in respect of such proceedings?

☐ Yes ☐ No

- (d) Are there any bankruptcy actions against a director of the Respondent, its parent or associated entities or have there been within the past 5 years or are you aware of any potential actions?

☐ Yes ☐ No

- (e) Are there any de-registration actions against the Respondent, its parent or associated entities on foot or have there been any within the past 5 years or are you aware of any potential actions?

☐ Yes ☐ No

- (f) Are there any insolvency proceedings, actual or threatened (including voluntary administration, application to wind up, or other) against the Respondent, its parent or associated entities or have there been any within the past 5 years or are you aware of any potential proceedings?

☐ Yes ☐ No

- (g) Is the Respondent, its parent or associated entities in default of any agreement, contract, order or award that would or would be likely to adversely affect the financial capacity of the Respondent to provide the services contemplated by this RFT?

☐ Yes ☐ No

- (h) Are there any other factors that could adversely impact on the financial viability of the Respondent and, in particular, on its ability to successfully provide the services contemplated by this RFT?

☐ Yes ☐ No

- (i) Is the Respondent solvent and able to meet its debts as and when they fall due in the normal course of business?

☐ Yes ☐ No

- (j) In addition to the information required above, the Respondent is required to undertake to provide to the TAC (or its nominated agent) upon request all such information as the TAC reasonably requires (including copies of financial statements) to satisfy itself that the Respondent is financially viable and has the financial capability to provide the services for which they are tendering and to otherwise meet the obligations under the draft Services Agreement. Please provide your undertaking to comply with any such request.

☐ Yes ☐ No

Attachment A - Contract disclosure

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

The Conditions of Tendering include a provision for the disclosure of contract information (see section 3.4 of **Part A** of this RFT). The provisions of the Services Agreement in regard to confidentiality and disclosure should also be noted. This is consistent with the Victorian Government's presumption of the full disclosure of contracts. Any non-disclosure of contract provisions must be justified by the successful Respondent by applying the principles for exemption under the provisions of the FOI Act. Section 34(1) of the FOI Act provides that information acquired by an agency or a Minister from a business, commercial or financial undertaking is exempt under the FOI Act if the information relates to trade secrets or other matters of a business, commercial or financial nature and the disclosure would be likely to expose the undertaking unreasonably to disadvantage.

If a Respondent wishes to withhold the disclosure of specific contract information, the Respondent must clearly outline in section 9 of Schedule 1 of **Part D** of this RFT how the release of this information will expose trade secrets or expose the business unreasonably to disadvantage.

Trade secrets

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

- (a) the extent to which it is known outside of the Respondent's business;
- (b) the extent to which it is known by the persons engaged in the Respondent's business;
- (c) any measures taken to guard its secrecy;
- (d) its value to the Respondent'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.

Unreasonable disadvantage

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

- (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.

The TAC will consider these applications in its evaluation of Submissions.

Part E Ethical Employment Statement

All respondents must complete this part. Refer to section 7.1 of **Part A** for further information.

The information sought in this Part E relates to section 7.1 of **Part A** of the RFT.

Name of Respondent	
ABN of Respondent	
Description of the RFT	
Date	

Ethical Purchasing Policy

The Ethical Purchasing Policy provides that the State will not enter into a contract to which the policy applies with any Respondent that cannot satisfy the ethical employment standard.

The ethical employment standard is the requirement for persons that supply or propose to supply goods and services to the Victorian Government to demonstrate to the reasonable satisfaction of the TAC, and in accordance with the requirements of the Ethical Purchasing Policy, that they meet their obligations to its employees under Applicable Industrial Instruments and Legislation at the time a contract is awarded and continues to meet such obligations during the term of that contract.

Details of Applicable Industrial Instruments and Legislation are set out in the Ethical Purchasing Policy located at www.vgpb.vic.gov.au.

The TAC will assess whether a Respondent satisfies the ethical employment standard in accordance with the Process Guidelines for Government Buyers. The assessment will be based on:

- any findings against the Respondent by a court, tribunal, commission or board of a breach of an applicable industrial instrument (award or agreement binding on the Respondent), including a finding of a breach of a non-confidential consent order, in the preceding 24 months;
- any convictions under applicable legislation (detailed in the Ethical Purchasing Policy) in the preceding 24 months;
- any current proceedings or prosecutions in respect of a breach of an applicable industrial instrument or an offence under applicable legislation;
- remedial measures implemented to ensure future compliance with applicable industrial instruments and legislation.
- the seriousness of breaches or offences which are the subject of an adverse finding or conviction;
- the number of adverse findings or convictions;
- whether there is a pattern of continued breaches or convictions (including, for the purposes of determining a pattern of continued breaches only, whether there are any current proceedings or prosecutions before a court, tribunal, commission or board);

- whether remedial measures are commensurate with the breach or offence and in the reasonable opinion of the TAC, can be reasonably expected to prevent such breach or offence from recurring.

The name of the disqualified Respondent will be placed on a register maintained by the Department of Treasury and Finance (**Ethical Employment Reference Register**) for a period of 24 months from the date the Respondent is disqualified from the Tender Process.

The information in a Respondent's ethical employment statement will be used to assess whether the Respondent satisfies the ethical employment standard. The TAC may request further details about the information provided by the Respondent in this ethical employment statement.

The TAC will not enter into contracts with Respondents who do not satisfy the ethical employment standard. Such Respondents will be disqualified from the Tender Process and their names will be placed on the Ethical Employment Reference Register for a period of 24 months from the date the Respondent is disqualified from the Tender Process.

Victorian Government departments may access the Ethical Employment Reference Register for the purpose of determining whether the Respondent has not met the ethical employment standard for other tender processes, ie has not satisfied the standard in the past.

A Respondent whose name is on the Ethical Employment Reference Register will not be excluded from other government business opportunities solely on the basis that its name appears on the register.

The Respondent will be informed if, in the assessment by the TAC, it has failed to satisfy the ethical employment standard before disqualification occurs. The Tenderer will have an opportunity to provide additional information at that time.

Definitions

For the purposes of sections 1 to 5 of this Ethical Employment Statement:

Full Details means details of:

- the nature of the breach or offence or alleged breach or offence;
- any conviction recorded or adverse finding made in respect of the breach or offence;
- any penalty or orders imposed by a court, tribunal, commission or board in respect of the breach or offence and the maximum penalty that could have been imposed under the Applicable Industrial Instruments and Legislation;
- the name of the court, tribunal, commission or board, the State or Territory in which the proceeding or prosecution is brought, the date on which the proceeding or prosecution was commenced and the number or description assigned to the proceeding or prosecution by the court, tribunal, commission or board;
- the name of the entity against which the finding or conviction was made or the proceeding or prosecution was initiated; and
- further information about any of the above, if required by the TAC.

Respondent Entity means the legal entity (individual or company) that would (if successful) enter into a Services Agreement with the TAC at the end of the Tender Process. Partnerships, unincorporated joint ventures or consortia planning to enter into a Services Agreement with the TAC will need to complete an ethical employment statement for each entity forming part of the bidding team.

Ethical Employment Statement

1	Provide details of any industrial instrument (award or agreement) that specifically applies to the employees of	
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	the Respondent Entity and is binding on it (applicable industrial instruments).	
2	Provide Full Details of any findings against the Respondent Entity by a court, tribunal, commission or board of a breach of an applicable industrial instrument, including a finding of a breach in a non-confidential consent order, in the preceding 24 months.	
3	Provide Full Details of any convictions under the following legislation (applicable legislation) in the preceding 24 months: <i>Dangerous Goods Act 1985 (Vic)</i> <i>Equipment (Public Safety) Act 1994 (Vic)</i> <i>Federal Awards (Uniform System) Act 2003 (Vic)</i> <i>Long Service Leave Act 1992 (Vic)</i> <i>Occupational Health and Safety Act 2004 (Vic)</i> <i>Outworkers (Improved Protection) Act 2003 (Vic)</i> <i>Workplace Relations Act 1996 (Cth)</i> Any other legislation designated by the Victorian Government as applicable legislation under the Ethical Purchasing Policy from time to time.	
4	Provide Full Details of any current proceedings or prosecutions in respect of a breach of an applicable industrial instrument or an offence under applicable legislation.	
5	Provide details of remedial measures implemented to ensure future compliance with applicable industrial instruments and applicable legislation.	

Part F VIPP Plan

All Respondents must complete this Part. Refer to section 7.2 of **Part A** for further information.

VIPP Plan Summary:

Please note:

This document is a **guide** on how a VIPP Plan may be completed. A sample of the VIPP Plan can be accessed through the Industry Capability Network (ICN). Respondents are encouraged to consult with the ICN - (03) 9866 6155; or Department of Innovation, Industry and Regional Development (DIIRD)- (03) 9651 8025 to tailor their own specific VIPP Plan.

Key VIPP Criteria	Description	Commitment
ANZ Value-added Activity	Specify the level of ANZ (Victorian/ Australian / New Zealand) value-added activity, expressed as a percentage of the overall bid price	<- insert local content % ->
Employment created or retained	Provide details of number of jobs that will be created or retained in Australia and New Zealand as a result of the contract	<-insert number of jobs ->
Training, Skills Development and Technology Transfer Outcomes increased or secured	Identify opportunities for increasing the training and skills development of Victorians, Australians and New Zealanders and any technology transfer that will result from: • innovation • research and development • transfer of IP • transfer of know-how • apprenticeship training	<-insert training, skills development and technology transfer commitments ->

Date:		Version:
Company Name:	Tender Name:	Tender Number:

Reference material

Please refer to the Victorian Industry Participation Policy (VIPP) Guidelines document available from DIIRD or ICN for more details.

Acronyms

ICN	Industry Capability Network Victoria
DIIRD	Department of Innovation, Industry and Regional Development
VIPP	Victorian Industry Participation Policy

Definitions

Definitions of terms used in the document are given below.

Value for money – refers to the acquisition of the appropriate quantity and quality of goods or services at the optimum combination of quality, quantity, risk, timeliness and cost for government on a whole-of-life basis.

ANZ Value added – refers to cost of Victorian/Australian/New Zealand goods or service less the cost of the imported components.

Note: ANZ refers to manufacturing or provision of services in Victorian/Australian/New Zealand. Items imported into New Zealand as part of New Zealand sourced goods and services are considered as imported components.

Local – covers Victoria, Australia or New Zealand, so as to be in accord with the Australia New Zealand Government Procurement Agreement entered into by Australian State and Federal Governments and New Zealand.

Regional Victoria – the area within the municipal districts of the councils – excluding Metropolitan Melbourne councils – established under the Local Government Act 1989.

Employment - refers to the number of actual new or retained full-time equivalent employment opportunities to be created in Australia and New Zealand as a result of the contract.

Legend

[Square-bracketed italic text]— Insert information required in this area

Company name: [Insert tender name]

Tender details

Tender name: [Insert tender name]

Tender number: [Insert tender number]

Industry categories:

Identify and select from the following list of industries sectors which is most relevant to the contract.

☐ Agriculture, forestry	☐ Transport
☐ Environment	☐ Communications
☐ Mining	☐ Finance
☐ Manufacturing	☐ Property
☐ Utilities	☐ Education
☐ Construction/Infrastructure	☐ Health
☐ Wholesale Trade	☐ Events and Tourism
☐ Retail Trade	☐ Other
☐ Research/Innovation/Design	_____

Contract description

Provide a short description of the scope of contract here.

VIPP Commitments

Value-added activity

Specify the level of ANZ (Victorian/Australian/New Zealand) value-added activity, expressed as a percentage of the overall contract price.

The table below should be completed to enable ICN to provide assessment on the VIPP Plan local content commitments.

Value-added activity			
Local items	Supplier	Local value-added activity %	Description
Local item 1	[Insert Supplier]	i.e. 100%	Locally made and installed; commissioned on site by local labour
Local item 2	[Insert Supplier]	i.e. 100%	
Local with imported content items			
Local with imported content item 1	[Insert Supplier]	i.e. 70%	Some components sourced non-locally (no local manufacture); installed and commissioned on site by local labour
Local with imported content item 2	[Insert Supplier]	i.e. 70%	
Imported items			
Imported item 1	[Insert Supplier]	i.e. 20%	Manufactured overseas; assembled and tested locally; installed and commissioned on site by local labour
Imported item 2	[Insert Supplier]	i.e. 20%	

Employment Created and Retained

Based on the current program it is envisaged that this contract would create approximately [insert job number] full-time equivalent local jobs and retained approximately [insert job number] over the life of the contract.

Skills, training and technology transfer

Detail the planned training and skills development of Victorians, Australians and New Zealanders and the potential to undertake innovation, research and development of technology. This could include

- List training programs
- Achievement awards
- Indicate opportunities for the engagement and training of apprentices
- Identify and describe opportunities for increasing skills of the employees
- Identify the potential to undertake further innovation and / or research and development of contract related technology
- Any technology transfer that occurs as a result of imported technology

Identification of local products and capabilities that contribute to the delivery of the contract

This could include:

- A proposal for consulting with the ICN, Government organisations, local industry and other groups to identify the availability of local goods and services to meet the requirements of the contract;
- Detailing the means by which local industry is alerted to upcoming tenders and contract requirements;
- Methods for promoting the concept of local industry participation with consultants, subcontractors and others involved with the contract;
- A commitment to liaising with international suppliers to increase opportunities for local industry including manufacturing under overseas licensing arrangements and technology transfer;
- Establishing procedures and policies that encourage local industry participation;
- Identification of work packages and items with the potential for import replacement.

Assessment and comparison of local products and capabilities with overseas equivalent

This could include:

- Procedures to be based on "whole of life" cost parameters and appropriate quality and performance indicators;
- Benchmarks for the evaluation of proposals and alternatives;
- Procedures for assessing the local content in a product or service;
- Procedures for ensuring that local products and services are evaluated against imported goods and services.

Selection of products and services

The Plan should describe the procedures or policy for the selection of products and services that provide the best value for money over the life of the contract.

Monitoring and reporting on outcomes for local industry involvement

This could include:

- VIPP Commitments secured against contract levels;
- Frequency of monitoring and reporting and associated mechanisms;
- Procedures for corrective action should inappropriate or ineffective action be determined
- Frequency and level of internal assessment of the effectiveness of the implementation of the Plan;
- Frequency of external assessment of sub-contractor and supplier commitment to local industry participation;
- Level of use of ICN and other organisations to assist in the identification of competitive local sources of supply.
- The ICN can assist in the monitoring of compliance with VIPP commitments as part of overall performance management

Statement of Compliance

Respondents must state that in lodging a Submission and a VIPP Plan they agree to take all reasonable steps to comply with VIPP principles.

Should [insert full name of company] be the successful Respondent under this RFT, we shall:

- Take all reasonable steps to comply with VIPP principles;
- Agree to be monitored by the TAC or DIIRD for compliance with VIPP commitments as part of overall performance management;
- Agree to allow ICN to certify the VIPP outcomes at the completion of the contract;
- Acknowledge that the VIPP Plan shall be centrally recorded by the Victorian Government; and
- Agree to the **Terms and Conditions** as set out in **Annex A** of this document.

Signed on behalf of [insert full name of company]:	
Signature:	<i>[Insert Company Director's signature]</i>
Name:	<i>[Insert Company Director's name]</i>
Title:	<i>[Insert Company Director's title]</i>
Date	<i>[Insert date]</i>

Annex A: Terms and Conditions

In submitting to ICN information relating to your Victorian Industry Participation Policy (VIPP) plan you agree to the following:

Purpose for which information submitted

Before submitting information to ICN relating to your VIPP plan you have familiarised yourself with the terms and conditions on which you have lodged your tender submission to the TAC including the provisions that relate to the VIPP and ICN's role under the VIPP.

Accordingly, you are fully aware of the role performed by ICN for the TAC under the VIPP in relation to both your tender submission and in relation to other tender submissions.

You understand and agree that the purpose for which you have submitted the information about your VIPP plan to ICN is to enable ICN to deal with the information in accordance with ICN's role under the VIPP.

Authority to perform role

You expressly consent, authorise and permit ICN to do everything reasonably required of ICN by the TAC to perform ICN's role under the VIPP throughout all stages of the tender process.

Amongst other things, you understand and agree that in the course of dealing with the information you provide in relation to your VIPP plan ICN will be reviewing, comparing and commenting on information provided by other tender respondents in relation to their VIPP plans.

You also expressly consent, authorise and permit ICN to do everything reasonably required of ICN by the TAC to perform ICN's role under the VIPP to report on VIPP outcomes whenever required during the performance of any tender contract or upon completion.

You undertake and agree to co-operate with ICN in the performance of its role under the VIPP.

Accuracy of information submitted

You acknowledge and agree that regardless of any assistance you may be given by ICN in relation to the preparation of your VIPP plan, the VIPP plan you submit for consideration is your document and you are responsible for its content.

You warrant and represent that the information submitted by you to ICN in relation to your VIPP plan has been carefully prepared by you or on your behalf and is complete, current and accurate and is not misleading or deceptive.

You undertake and agree on a continuing basis to make ICN aware of any errors or misrepresentations of fact and of any other matters that it would be important for ICN to know in consequence of relying upon that information for the purposes of performing ICN's role under the VIPP. You also agree to inform ICN of any changes in matters of fact that may have occurred since any information or material was first provided by you.

You agree that upon request from ICN you will provide ICN with your written confirmation of the truth, accuracy and completeness of all information provided and representations made by you in your VIPP plan particularly (but without limitation) information which is not capable of independent confirmation and verification from independent sources.

Reliance on accuracy of information

You understand and acknowledge that ICN will be relying upon your warranty and representations as to the completeness, currency and accuracy of all information that you submit in relation to your VIPP plan and that ICN can not be responsible for or liable in any way for the consequences of you submitting incomplete or inaccurate information or information that is not current.

Confidentiality of information

In so far as information that you provide in your VIPP plan is confidential information, ICN undertakes and agrees to keep that information and the VIPP plan confidential as between ICN and the TAC.

Submission of information electronically

You are aware there are inherent risks with the transmission of information via the internet. ICN will endeavour to keep secure information that it receives from you that is submitted by you via the Internet, however, you will be assuming all risks associated with the use of ICN's website and any associated databases including the risks of your computer, software or data being damaged by any virus which might be transmitted, downloaded or activated by ICN website and/or the relevant database its contents and your access to it.

Submission of information physically

If you have any concerns regarding the transmission of information via the internet, ICN can receive information via mail, facsimile or telephone or by physical delivery. Please refer to the ICN web site for details.

Indemnities

You agree to indemnify ICN on a continuing basis and so as to survive the consideration and acceptance of any tender and the term of any agreement including any contract arising from the acceptance of a tender by any Government agency against any action, claim, demand, liability, loss or expense, costs or damage, including legal costs on a solicitor client basis, arising out of the reliance by ICN upon any information, material or documentation provided by you in relation to your VIPP plan which is incomplete, inaccurate, false or misleading or omits any material particulars or arising from a failure to supply relevant information, documentation or material.

Release

You acknowledge and agree that ICN will not be liable to you in any way or for any reason whatever by reason of the TAC not awarding you a contract in response to your tender submission and you release ICN from any action, claim, demand, liability, loss or expense, costs or damage, including legal costs on a solicitor client basis, arising out of the TAC not awarding you a contract in response to your tender submission. You further acknowledge and agree that this release may be pleaded as an absolute bar to any proceedings you seek to commence against ICN in any capacity whatever.

Table 1: VIPP Monitoring
Local Content

Description	Company	Location	VIPP Plan Localisation %	Target Localisation %	Secured Localisation %	Localisation in Progress %	Comments

Employment

Existing Jobs		New Jobs		Total Contracted Jobs	Total Actual Jobs	Difference
Contracted	Actual	Contracted	Actual			

Skills and Technology Transfer Committed Achieved

Contracted Description	Status	Completion %