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| Queensland Health Request for Proposal (RFP)  |
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Department of Health

Community Services Funding Branch

**RFP Title: COVID-19 Grant Fund: Immediate Support Measures**

**Reference No: CSFB2019.20-012**  **Date of Issue: 14 April 2020**

# Section 1 – Requirements

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| **COVID-19 Grant Fund – Immediate Support Measures**  |
| **Categories of eligible Grant Fund proposals using this RFP document** | 1. Support for community mental health services to rapidly implement time-limited, alternative service delivery models for suicide prevention and supports for emergent decline in mental health from social isolation in vulnerable cohorts;
2. Support for existing Queensland Health funded specialist alcohol and other drugs providers to maintain and adapt treatment and harm reduction services;
3. Support for community and primary health care service providers delivering public health services in First Nations, rural and remote communities to mobilise and deliver time-limited alternative or enhanced models of care;
4. Support the capacity of Community Controlled Health Services delivering public health services in Queensland to prepare and respond to COVID-19;
5. Support existing Queensland Health funded residential-based community health services (for example community palliative care services) to prepare and respond to COVID-19;
6. Support innovative community-based public health care models or human services that can be rapidly delivered to treat local impacts of COVID-19 in Queensland, including the use of enhanced mobile workforce technology and digital service delivery platforms;
7. Support existing Queensland Health funded service providers delivering Mental Health Community Support programs, for example, Step-Up Step-Down services, to propose innovative and rapid response models.

Note Request For Proposals ***are not required*** for the following categories: 1. Support the organisational capacity of existing health, community and health consumer-support services to transition or ensure continuity of care for consumers experiencing COVID-19 related service disruption;
2. Support the safety and wellbeing of existing Service Provider’s staff, including access to independent employee assistance services, like bereavement/grief and critical incident supports;
3. Support the ability of existing services to rapidly access telehealth and other Medicare supports as part of currently funded service delivery models, including IT minor assets supports like computers, mobile phones and internet access;
4. Support for currently funded Service Providers delivering public health care services experiencing financial hardship or workforce impacts as a direct result of COVID-19 and related service disruption.

**For Requests under these categories please refer to the How to Apply Guide and lodge a Budget Request by email to** **CSFB\_RFO@health.qld.gov.au****.** |
| Description of ineligible Grant Fund proposals | COVID-19 Grant Fund proposals requiring any recurrent operational funding are ineligible. Aged Care Residential Service Providers are excluded from this Grant Fund. |

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| **Important information about submitting a proposal:**  |
| **RFP Conditions** | This Request for Proposal (RFP) process will be governed by the Conditions contained in Schedule A.  |
| **Privacy** | The Customer is collecting Personal Information from the Service Provider for the purpose of administering the Invitation Process and Contract. Personal Information may be shared with Queensland Government agencies and bodies, non-government organisations and other governments in Australia for that purpose. Personal Information may be made publicly available in accordance with the requirements of the Queensland Government’s procurement policy. An individual is able to gain access to Personal Information held by the Customer about the individual in certain circumstances. |
| **Contract terms and conditions** | See section 2 below for details of the Contract that applies if the Customer proceeds with the Service Provider’s proposal. |
| **Providing a proposal** | Service Providers must complete **Section 3 – Service Provider Response**. |
| **How to lodge a proposal** | Proposals are to be submitted by email to **CSFB\_RFO@health.qld.gov.au****.** |
| **Closing date and time** | This Request for Proposal will close Monday 1 June 2020 at 1 pm AEST.Service Providers are encouraged to lodge a proposal as soon as possible after the authorised officer has completed and signed the Declaration. Proposals will be assessed within 14 days from the Lodgement date. |
| **Contact officer** | All enquiries regarding this RFP should be directed to:Name: Marlene Berry or Maree SimpsonPosition: Community Services Funding BranchPhone: (07) 3006 2815 Email CSFB\_RFO@health.qld.gov.au |
| **Complaints** | If at any time during the Invitation Process a Service Provider considers that it has been unreasonably or unfairly treated and it has not been able to resolve the issue with the Customer contact person, the Service Provider may request for the issue to be dealt with in accordance with the Customer’s complaint management process and directed to:Name: Jacqui HeywoodPosition: Senior Director, Community Services Funding BranchEmail: CSFB\_RFO@health.qld.gov.au |

**Section 2 – Terms and conditions of the Contract**
The Service Provider must submit the Response Form in Section 3 as part of the Service Provider’s Proposal.

# The Service Agreement will comprise:

1. the Short Form – Terms and Conditions; and
2. the Particulars.

The Service Agreement will not be formed until the Short Form Particulars is signed by an authorised representative of each Party.

Service Agreement Insurance Requirements:

1. Workers’ Compensation Insurance in accordance with the *Workers’ Compensation and Rehabilitation Act 2003* (Qld);
2. Public Liability insurance for a minimum of $20million in respect of each claim;
3. Professional Indemnity for the amount of $10 million per claim.

The Service Provider must have the ability to accept and comply with the terms and conditions of the Agreement and to deliver the Services as agreed under those terms and conditions.

The Short Form – Terms and Conditions can be obtained online via the following link <https://www.forgov.qld.gov.au/social-services-templates> (Service Agreement).

# Section 3 – Service Provider response

***Service Provider to complete and sign Section 3 and submit to*** ***CSFB\_RFO@health.qld.gov.au***

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| **Service Provider response to Request for Proposal**  |
| Service Provider legal entity name | ***<Service Provider to insert>*** |
| ACN/ABN | ***<Service Provider to insert>*** |
| Address | ***<Service Provider to insert>*** |
| Postal Address (if different from above) | ***<Service Provider to insert>*** |
| COVID-19 Grant Fund Proposal details There is no specific cap on COVID-19 Grant Fund proposals; however, budgets must be transparent and accountable for public funds. Evidence to support indicative budgets may be requested.A Service Provider may submit proposals for multiple COVID-19 Grant Fund support categories.All Service Providers must have the ability to deliver, or support the delivery of, safe and quality services in a primary or community health setting. | **Refer to Requirements in Section 1.** **<Service Provider to provide a high-level description outlining how the Grant will support them prepare and respond to impacts of COVID-19 in Queensland>*****<Service Provider to insert broad description of budget being requested for each category>*****Proposal and Budget should be not more than 2 pages maximum**  |
| **Declarations** |
| **Contact Person, authorisation and execution by Service Provider** | As the authorised officer named below, I certify that:1. I am authorised to submit the Service Provider’s response as the Service Provider’s representative.
2. The Service Provider understands and has complied with the Requirements of the Request for Proposal.
3. The Service Provider’s response is complete, accurate and not misleading in any way.
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| **Name:** | ***<insert>*** |
| **Position:** | ***<insert>*** |
| **Signature:** | ***<insert>*** |
| **Date:** | ***<insert>*** |

# Schedule A – RFQ Conditions

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## Interpretation

These Request for Quote (RFQ) Conditions may be used where a Customer is seeking quotes to enter into a Contract.

## Invitation Process

* 1. Supplier acceptance

By submitting a quote, the Supplier:

1. accepts these Request for Quote Conditions.
2. offers to enter into a Contract with the Customer to provide the Goods, Services and Deliverables,

and the Customer may accept the quote during the Offer Validity Period.

* 1. Customer discretion

The Customer may make any changes to the Invitation Process in its absolute discretion, by notifying the Supplier including by publication on the Queensland Government QTenders website. Without limitation, the Customer may:

1. add or change Requirements;
2. amend dates including extend the Closing date and time;
3. consider or reject a quote received after the Closing date and time;
4. accept non-Conforming Offers, alternative or innovative offers, quotes in part, or multiple quotes;
5. reject any or all quotes;
6. amend the evaluation criteria stipulated in the Request for Quote;
7. exercise discretion in evaluating any subjective evaluation criteria;
8. negotiate with one or more Suppliers and allow any Supplier to vary its quote;
9. interview, negotiate or hold discussions with any Supplier or prospective Supplier on any matter contained (or proposed to be contained) in a quote to the exclusion of others;
10. request some or all Suppliers to conduct site visits, provide references and additional information, and/or make themselves available for panel interviews;
11. obtain information about the Supplier, relevant to the evaluation criteria, that may be held by any Government Department or Instrumentality and take the information into account in assessing the offer;
12. change the terms and conditions applicable to the Invitation Process, including terms of the proposed Contract; or
13. cancel the Invitation Process.

The Supplier will not make any claim in connection with a decision by the Customer to exercise or not to exercise any of its rights in relation to the Invitation Process.

## Alternative offers

The Queensland Government procurement policy promotes an outcome focussed approach, seeking opportunities to innovate and improve value for money. Suppliers are encouraged to submit alternative offers and innovative offers where they believe that the alternative will promote the Customer’s objectives.

## No reliance on information

The Supplier is responsible for making its own investigation and assessment about all matters relevant to the Request for Quote, the Requirements, the accuracy of all information and documents provided by or on behalf of the Customer, and all other matters relevant to the Supplier’s quote.

## Supplier cost

Participation in the Invitation Process is at the Supplier’s cost. The Customer is not required to pay compensation to the Supplier in relation to the Invitation Process in any circumstances, for any reason.

## Subject to contract

No contract will be formed between the Customer and the Supplier unless and until the Customer accepts the Supplier’s quote in writing or both parties sign a contract document.

## Compliance

The Supplier must:

1. (**communication**) direct all enquiries relating to the Request for Quote to the Customer’s nominated contact person, and not discuss the Request for Quote with any other person except as required to prepare its quote.
2. (**accuracy**) ensure that all information provided as part of its quote is complete, accurate, current, and not misleading.
3. (**Laws**) comply with all Laws.
4. (**confidentiality**) keep confidential all Confidential Information which it obtains as part of the Invitation Process, not use it except for the purpose of responding to the Request for Quote, and not disclose it except to its Personnel on a need to know basis for the purpose of responding to the Request for Quote, or with the Customer’s consent, or to the extent required by Law, or to its professional advisors.
5. (**privacy**) if it collects or has access to any Personal Information in connection with the Invitation Process, comply as if it was the Customer with the privacy principles in the Information Privacy Act or the Australian Privacy Principles in the Privacy Act, as applicable, in relation to that Personal Information and comply with all reasonable directions of the Customer relating to the Personal Information;
6. (**no publicity**) not make any public announcements or advertisement relating to the Invitation Process.
7. (**competitive neutrality**) if the Supplier is a government owned business, local government, or Commonwealth, State or Territory or authority, price its quote to comply with the competitive neutrality principles of the Supplier’s jurisdiction.
8. (**personnel**) ensure that its personnel also comply with these requirements.
9. (**accuracy of information**) ensure that all representations, warranties, declarations, statements, information and documents (“information”) made or provided by the Supplier in connection with the Invitation Process are complete, accurate, up-to-date and not misleading in any way. The Supplier must immediately tell the Customer if any information is or becomes incomplete, inaccurate, out-of-date or misleading in any way.

## Anti-competitive conduct, conflict of interest and criminal organisations

* 1. Anti-competitive conduct

The Supplier warrants that neither it, nor its Personnel have engaged in any collusive, anti-competitive or similar conduct in connection with the Invitation Process or any actual or potential contract with any entity for goods and services similar to the Goods and Services.

* 1. Conflict of Interest

The Supplier warrants that it and its Personnel do not hold any office or possess any property, are not engaged in any business or activity and do not have any obligations whereby a Conflict of Interest is created, or may appear to be created, in conflict with its obligations under these RFQ Conditions or the proposed Contract, except as disclosed in the Supplier’s quote.

The Supplier warrants that it will not, and it will ensure that its personnel do not, place themselves in a position that may give rise to a Conflict of Interest between the interest of the Customer and the Supplier’s interests during the Invitation Process.

The Supplier warrants that it will immediately notify the Customer if any Conflict of Interest arises after lodgement of the Supplier’s quote.

* 1. Criminal organisation

The Supplier warrants that neither it or its Personnel:

1. have been convicted of an offence under the Criminal Code where one of the elements of the offence is that the person is a participant in a criminal organisation within the meaning of section 60A(3) of the Criminal Code; or
2. are subject to an order under, or have been convicted of an offence under the Criminal Organisation Act 2009 (Qld).
	1. Warranties are ongoing

The warranties in this section are provided as at the date of the Supplier’s response to the Request for Quote and on an ongoing basis until the later of the Customer notifying the Supplier that its quote has been rejected and expiry or termination of any Contract entered pursuant to the Invitation Process (“relevant period”).

The Supplier warrants that it will immediately notify the Customer if it becomes aware that any warranty made in this section was inaccurate, incomplete, out-of-date or misleading in any way when made, or becomes inaccurate, incomplete, out-of-date or misleading in any way, during the relevant period.

* 1. Breach of warranty

In addition to any other remedies available to it under Law or contract, the Customer may, in its absolute discretion (but is not required to), immediately disqualify a Supplier that it believes has breached any warranty in this clause.

## 9. Supplier Confidential Information

The customer will keep confidential all Confidential Information of the Supplier which it obtains as part of the Invitation Process.

The customer may use Supplier Confidential Information for the purposes of the Invitation Process.

The customer may disclose Supplier Confidential Information:

1. to its personnel for the purposes of the Invitation Process;
2. as required under the Right to Information Act;
3. as required by Law;
4. to a Minister, their advisors or Parliament;
5. to its professional advisors.

The customer may publish information about the Invitation Process and any resulting Contract on the Queensland Contracts Directory, where required or recommended by Queensland Government Procurement Policy.