

**Request for Tender (RFT) for:**

**Evaluation of the Future Healthy Initiative**

Reference number: PRD-01309

Issue Date: Tuesday 9 August, 2022

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

Tenderers are advised to register at the tenders page of the Tenders Website [www.tenders.vic.gov.au](http://www.tenders.vic.gov.au)in order to receive any further information (including amendments, addenda and any further conditions) that may be applied to this RFT.

The Tenderer’s response (RFT PART D) must be completed in the format specified and completed electronically via VicHealth’s Stakeholder Portal - <https://vichealth.force.com/>

# INTRODUCTION

1. The Opportunity

The Victorian Health Promotion Foundation (VicHealth) is a pioneer in health promotion – the process of enabling people to increase control over and improve their health. Our primary focus is promoting good health and preventing chronic disease.

We create and fund world-class interventions. We conduct vital research to advance Victoria’s population health. We produce and support public campaigns to promote a healthier Victoria. We provide transformational expertise and insights to government.

Above all, we seek to make health gains among Victorians by pre-empting and targeting improvements in health across our population, fostered within the day-to-day spaces where people spend their time, and with benefits to be enjoyed by all.

There are approximately 90 staff at VicHealth working on research projects, health promotion programs and campaigns in collaboration with government departments, universities, schools, local councils and the health promotion sector. VicHealth focuses on five key areas: increasing physical activity, reducing alcohol and tobacco use, improving mental wellbeing and encouraging healthy eating.

VicHealth is seeking responses to this Request for Tender (RFT) for the provision of the evaluation of the **Future Healthy initiative (PRD-01309)**. VicHealth is seeking to appoint an **academic institution in Victoria** to deliver this service.

The term of the new contract arrangement is **threeyears**. It is intended that the new contract arrangement will commence on or around **November 2022**.

1. Structure of RFT

This RFT comprises the following sections–

**Introduction** – contains an overview of the opportunity presented in, and the objectives of, this RFT.

**RFT Part A – Conditions of Tendering** sets out the rules applying to the RFT documents and to the Tendering Process. These rules are deemed to be accepted by all Tenderers and by all persons having received or obtained the RFT.

**RFT Part B – Specification** describes the Goods and/or Services in respect of which VicHealth invites Tenders from interested persons.

**RFT Part C – Proposed Contract** contains the terms and conditions in compliance with which VicHealth desires the Goods and/or Services set out in RFT Part B to be provided.

**RFT Part D – Tenderer’s Response** specifies the information to be provided in a Tender and may also specify any information to be provided by a Tenderer by other means. RFT Part D may include templates to be completed and included in a Tender.

**Appendix A – Contract Disclosure** (mandatory)

**Appendix B – Supplier Code of Conduct Commitment** VicHealth is committed to ethical, sustainable and socially responsible procurement and we expect the same high standards of our Suppliers. Please complete Appendix B (mandatory)

**Appendix C - Program logic** for Future Healthy, as supplementary information to Part B of this RFT.

RFT Objectives

VicHealth invites **academic institutions in Victoria** to respond to this RFT for the design and delivery of the evaluation of VicHealth’s Future Healthy Initiative.

The **main objectives** of this Future Healthy evaluation are to:

1. Evaluate the results of the Initiative for young people who engaged in the various projects, including a combination of quantitative data around participation, and qualitative data to capture experiences;
2. Evaluate the results of the Initiative from the perspective of funded organisations, including in relation to capacity building and peer learning through communities of practice and other forms of collective support;
3. Evaluate whether the various projects achieved their main goals and reached their priority population(s), when applicable (including equity considerations);
4. Develop two case studies for each of the Move the Dial large investment projects (total of six case studies), providing an in-depth understanding of the approaches used in each of them, how they evolved and their impact;
5. Evaluate the impact of the Future Healthy Marketing and Communications strategy that underpins the whole Initiative; and
6. Provide an overall assessment of the Future Healthy approach, based on the three principles of equity, co-design, and partnership, exploring this approach’s impact; that is, whether the approach is conducive to creating better health and wellbeing outcomes from the perspectives of young people involved in the projects, and the funded organisations.

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

In issuing this RFT, VicHealth seeks a Tenderer who is:

(a) able to provide the Goods and/or Services required by VicHealth in the manner set out in the Specification;

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

(c) prepared to work with VicHealth to continue to identify opportunities for improvement in the quality and level of service provided to VicHealth,

for the mutual benefit of both VicHealth and the Tenderer.

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

# RFT PART A – CONDITIONS OF TENDERING

1. Reference Schedule

The information contained in this Reference Schedule must be read in conjunction with the remainder of this RFT Part A.

Capitalised terms used in this RFT have defined meanings which are explained in clause 15.1 of this RFT Part A. Capitalised terms defined elsewhere in this RFT but not referred to in clause 15.1 have the same meaning wherever used throughout this RFT.

Note to Tenderers:

Tenderers are advised to register their organisation at: www.tenders.vic.gov.au in order to receive any further information (i.e. including amendments, addendum, and further conditions that may apply to this RFT).

The Tenderer’s Response (RFT Part D) must be prepared in accordance with clause 6 (Tender Documents) and submitted in accordance with clause 5 (Submission of Tenders) of this RFT Part A.

1. Details schedule
	1. Tender Reference Number

PRD-01309

* 1. Project Manager and Contracts & Procurement Coordinator

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| --- |
| VicHealth Contact/ Project Manager |
| Name and title | Dr Zuleika ArashiroManager, Research and Impact Team |
| Email Address | tenders@vichealth.vic.gov.au  |
| Contracts & Procurement Coordinator |
| Name and title | Simon MaRisk Management Lead |
| Email Address | tenders@vichealth.vic.gov.au  |

* 1. Indicative timetable\*

|  |  |
| --- | --- |
| Activity | Date |
| RFT issued  | 12pm (midday) AEST, Tuesday 9th August 2022 |
| Tender Briefing (Teams Meeting Link [here)](https://teams.microsoft.com/l/meetup-join/19%3Ameeting_MzczNWRlZWYtYTZlZS00OTYzLThlNDctODI4ZWZmY2M1NTlh%40thread.v2/0?context=%7b%22Tid%22%3a%227a928964-2e45-446d-b627-6e3a00389297%22%2c%22Oid%22%3a%2216675f05-9d8c-4899-baa3-64157b8e39b4%22%7d)*Note: This Briefing will be recorded* | 1-2pm AEST, Monday 15th August 2022 |
| End of period for questions or requests for information (see clause 4.2 (Requests for clarification or further information)) | 12pm (midday) AEST, Thursday 25th August 2022 |
| Closing Time (See clause 5.2 (Late tenders)) | **2.00 pm AEST, Tuesday 6th September 2022** |
| Intended completion of assessment of Tenders | 26th September 2022 |
| Negotiations with Tenderer(s) (if applicable) | 4th October 2022 |
| Intended formal notification of successful Tenderer(s) | 10th October 2022 |
| Intended execution of Proposed Contract(s) | Late October 2022 |
| Intended commencement date | November 2022 |

\* Note to Tenderers: This timetable is provided to give Tenderers an indication of the timing of the Tendering Process. The timetable is indicative only and may be changed by VicHealth in accordance with the Conditions of Tendering set out in RFT Part A of this RFT.

A debrief for unsuccessful Tenderers will be held after the conclusion of the Tender process if requested.

* 1. Additional materials

|  |  |
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| **Item**  | **Description** |
| Appendix A  | Contract disclosure |
| Appendix B | Supplier Code of Conduct Commitment |
| Appendix C | Program logic for Future Healthy |

* 1. Lodgement of Tenders

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

1. Rules governing this Request for Tender and the Tendering Process
	1. Application of these Rules

2.1.1 Participation in the Tendering Process is subject to compliance with the rules contained in this RFT Part A.

2.1.2 All persons (whether or not they submit a Tender) having obtained or received this RFT may only use it, and the information contained in it, in compliance with the rules contained in this RFT Part A.

2.1.3 All Tenderers are deemed to accept the rules contained in this RFT Part A.

2.1.4 The rules contained in this RFT Part A apply to:

1. the RFT and any other information given, received or made available in connection with the RFT, including any additional materials specified in item 1.4 (Additional Materials) of RFT Part A and any revisions or addenda;
2. the Tendering Process; and
3. any communications (including any Tender Briefings, presentations, meetings or negotiations) relating to the RFT or the Tendering Process.
4. Request for Tender
	1. Status of Request for Tender

3.1.1 This RFT is an invitation for persons to submit a proposal for the provision of the Goods or Services set out in the **Specification contained in Part B of this RFT.** Accordingly, this RFT must not be construed, interpreted, or relied upon, whether expressly or impliedly, as an offer capable of acceptance by any person, or as creating any form of contractual, promissory or restitutionary rights.

3.1.2 No binding contract (including a process contract) or other understanding (including any form of contractual, promissory, restitutionary or other rights) for the supply of the Goods or Services will exist between VicHealth and any Tenderer unless and until VicHealth has signed a formal written contract as contemplated in clause 10.1 (No Legally Binding Contract) of this RFT Part A.

* 1. Accuracy of Request for Tender

3.2.1 While all due care has been taken in connection with the preparation of this RFT, VicHealth makes no representations or warranties that the content in this RFT or any information communicated to or provided to Tenderers during the Tendering Process is, or will be, accurate, current or complete. VicHealth and its officers, employees and advisors will not be liable with respect to any information communicated or provided which is not accurate, current or complete.

3.2.2 If a Tenderer finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in the RFT or any other information provided by VicHealth (other than minor clerical matters), the Tenderer must promptly notify VicHealth in writing of such discrepancy, ambiguity, error or inconsistency to give VicHealth an opportunity to consider what corrective action is necessary (if any).

3.2.3 Any actual discrepancy, ambiguity, error or inconsistency in the RFT or any other information provided by VicHealth will, if possible, be corrected by VicHealth and provided (or the proper information made available) to all Tenderers without attribution to the Tenderer that provided the notice.

* 1. Additions and amendments to Request for Tender

3.3.1 VicHealth reserves the right to change any information in, or to issue addenda to, this RFT before the Closing Time. VicHealth and its officers, employees and advisors will not be liable in connection with either the exercise of, or failure to exercise, this right.

3.3.2 If VicHealth exercises its right to change information under clause 3.3.1, it may seek amended Tenders from all Tenderers.

3.3.3 VicHealth reserves the right to accept whole or part of your Proposal.

3.3.4 VicHealth is not obligated to appoint a successful Respondent into a contract, including where it unable to identify a Proposal that complies with all of VicHealth’s requirements, or to do so would, be otherwise, not in the public interest. Irrespective of whether VicHealth decides to enter into a contract, VicHealth is free to proceed via any alternative process.

* 1. Representations

3.4.1 No representation made by or on behalf of VicHealth in relation to this RFT (or its subject matter) will be binding on VicHealth unless that representation is expressly incorporated into the contract(s) ultimately entered into between VicHealth and a Tenderer.

* 1. Confidentiality

3.5.1 VicHealth may require persons and organisations wishing to access or obtain a copy of this RFT or certain parts of it, or any additional materials (as referred to below in clause 3.7 (Availability of Additional Materials) of this RFT Part A) to execute a deed of confidentiality (in a form required by, or satisfactory to, VicHealth) before or after access is granted.

3.5.2 Whether or not execution of a deed of confidentiality under clause 3.5.1 is required by VicHealth, all persons (including Tenderers) obtaining or receiving this RFT and any other information in connection with the RFT or the Tendering Process must:

(a) keep the contents of the RFT and such other information confidential; and

(b) not disclose or use that information except as required for the purpose of developing a Tender in response to this RFT.

* 1. Licence to use Intellectual Property Rights

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

3.6.2 Such Intellectual Property Rights as may exist in the RFT and any other documents provided to Tenderers by or on behalf of VicHealth in connection with the Tendering Process are owned by (and will remain the property of) VicHealth except to the extent expressly provided otherwise.

* 1. Availability of additional materials

3.7.1 Additional materials (if any) may be accessed in the manner set out in item 1.4 of the Details. Tenderers should familiarise themselves with these additional materials.

1. Communications during the Tendering Process
	1. Project manager

4.1.1 All communications relating to the RFT and the Tendering Process must be directed to the Project Manager.

* 1. Requests for clarification or further information

4.2.1 Any questions or requests for further information or clarification of the RFT (or any other document issued in connection with the Tendering Process) must be submitted to the Project Manager in writing, preferably by the Buying for Victoria Tenders Portal web forum or via email.

4.2.2 Any communication by a Tenderer to VicHealth will be effective upon receipt by the Project Manager (provided such communication is in the required format).

4.2.3 VicHealth may restrict the period during which it will accept questions or requests for further information or for clarification and reserves the right not to respond to any question or request, irrespective of when such question or request is received.

4.2.4 Except where VicHealth is of the opinion that issues raised apply only to an individual Tenderer, questions submitted and answers provided will be made available on the Tenders Website to all Tenderers without identifying the person or organisation having submitted the question. In all other cases, VicHealth may deliver any written notification or response to a Tenderer by leaving or delivering it to the address of the Tenderer (as notified to the Project Manager).

4.2.5 A Tenderer may, by notifying the Project Manager in writing, withdraw a question submitted in accordance with this clause 4.2 (Requests for Clarification or Further Information) in circumstances where the Tenderer does not wish VicHealth to publish its response to the question on the Tenders Website.

* 1. Unauthorised communications

4.3.1 Communications (including promotional or advertising activities) with staff of VicHealth or consultants assisting VicHealth with the Tendering Process are not permitted during the Tendering Process except as provided in clause 4.2 (Requests for Clarification or Further Information) above, or otherwise with the prior written consent of the Project Manager. Nothing in this clause 4.3 (Unauthorised Communications) is intended to prevent communications with staff of, or consultants to, VicHealth to the extent that such communications do not relate to this RFT or the Tendering Process.

4.3.2 Tenderers must not otherwise engage in any activities that may be perceived as, or that may have the effect of, influencing the outcomes of the Tendering Process in any way.

4.3.3 Unauthorised communications with such persons may, in the absolute discretion of VicHealth, lead to disqualification of a Tenderer.

* 1. Improper assistance

4.4.1 Tenderers must not seek or obtain the assistance of employees, agents or contractors of VicHealth or the State in the preparation of their Tenders. In addition to any other remedies available to it under law or contract, VicHealth may, in its absolute discretion, immediately disqualify a Tenderer that it believes has sought or obtained such assistance.

* 1. Anti-competitive conduct

4.5.1 Tenderers and their respective officers, employees, agents and advisers must not engage in any collusion, anti-competitive conduct or any other similar conduct with any other Tenderer or any other person in relation to:

(a) the preparation or lodgement of their Tender;

(b) the assessment and clarification of their Tender; and

(c) the conduct of negotiations with VicHealth,

in respect of this Tendering Process.

4.5.2 For the purposes of clause 4.5.1, collusion, anti-competitive conduct or any other similar conduct may include disclosure, exchange and clarification of information whether or not such information is confidential to VicHealth or any other Tenderer or any person or organisation.

4.5.3 In addition to any other remedies available to it under law or contract, VicHealth may, in its absolute discretion, immediately disqualify a Tenderer that it believes has engaged in any collusive, anti-competitive conduct or any other similar conduct in respect of this Tendering Process.

* 1. Complaints about Tendering Process

4.6.1 Any complaint about the RFT or the Tendering Process must be submitted to the Project Manager or VicHealth Contracts & Procurement Coordinator in writing immediately upon the cause of the complaint arising or becoming known to the Tenderer. The written complaint must set out:

1. the basis for the complaint (specifying the issues involved);
2. how the subject of the complaint (and the specific issues) affect the person or organisation making the complaint;
3. any relevant background information; and
4. the outcome desired by the person or organisation making the complaint.

4.6.2 If the matter relates to the conduct of a department official, the complaint should also be brought to the attention of the Contracts & Procurement Coordinator.

* 1. Harmful Industry Relationships

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

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

4.7.3 Respondents are required to provide details of any past, present or planned relationships between your organisation and a harmful industry for VicHealth to assess as part of this procurement process.

4.7.4 If your organisation has had a relationship with the tobacco industry within the past five years, you are ineligible to submit a response to this Request for Tender.

4.7.5 If your organisation has had a relationship with the gambling, alcohol, food or sugary drink industry within the past 12 months, you must declare this in your application form.

Note to Tenderers: Only Tenderers capable of providing all of the Goods and/or Services and complying in full with the conditions set out in this RFT should submit a Tenderer’s Response.

* 1. Individual Conflict of Interest

4.8.1 A Tenderer must not, and must ensure that its officers, employees, agents and advisers do not place themselves in a position that may or does give rise to actual, potential or perceived conflict of interest between the interests of the State and the Tenderer’s interests during the Tendering Process. Note: This does not pertain to relationships with harmful industries which are covered in the Tenderer’s Application Form (submitted via the Stakeholder Portal).

4.8.2 The Tenderer’s Response in RFT Part D requires Tenderers to provide details of any interests, relationships or clients which may or do give rise to a conflict of interest in relation to the supply of Goods or Services under any contract that may result from this RFT.

4.8.3 If the Tenderer submits its Tender and a conflict of interest arises, or is likely to arise, which was not disclosed in the Tender, the Tenderer must notify VicHealth immediately in writing of that conflict.

4.8.4 VicHealth may disqualify a Tenderer from the Tendering Process if the Tenderer fails to notify VicHealth of the conflict as required.

1. Submission of Tenders
	1. Lodgement

5.1.1 Tenders must be lodged only by the means set out in item 1.5 of the Lodgement Details of RFT Part A.

5.1.2 Where the Reference Schedule requires or permits Tenders to be lodged via the Internet through the website nominated in clause 1.5 of RFT Part A, Tenderers are deemed to accept the online user agreement applying to that website and must comply with the requirements set out on that website.

* 1. Late tenders

5.2.1 Tenders must be lodged by the Closing Time. The Closing Time may be extended by VicHealth in its absolute discretion by providing written notice to Tenderers.

5.2.2 Tenders lodged after the Closing Time or lodged at a location or in a manner that is contrary to that specified in this RFT will be disqualified from the Tendering Process and will be ineligible for consideration. However, a late Tender may be accepted where the Tenderer can clearly demonstrate (to the satisfaction of VicHealth) that late lodgement of the Tender was caused by a system interruption in case of the eTender system or that access was denied or hindered in relation to the physical tender box or that a major/critical incident hindered the delivery of their tender documents and, in either case, that the integrity of the Tendering Process will not be compromised by accepting a Tender after the Closing Time.

5.2.3 The determination of VicHealth as to the actual time that a Tender is lodged is final. Subject to clause 5.2.2, all Tenders lodged after the Closing Time will be recorded by VicHealth and will only be opened for the purposes of identifying a business name and address of the Tenderer. VicHealth will inform a Tenderer whose Tender was lodged after the Closing Time of its ineligibility for consideration. The general operating practice is for the late tender to be returned within 5 working days of receipt / within 5 working days after determination not to accept a late tender.

1. Tender Documents
	1. Tenderers’ Responsibilities

6.1.1 Tenderers are responsible for:

(a) examining this RFT and any documents referenced or attached to this RFT and any other information made available by VicHealth to Tenderers in connection with this RFT;

(b) fully informing themselves in relation to all matters arising from this RFT, including all matters regarding VicHealth’s requirements for the provision of the Goods and/or Services;

(c) ensuring that their Tenders are accurate and complete;

(d) making their own enquiries and assessing all risks regarding the RFT, and fully incorporating the impact of any known and unknown risks into their Tender; and

(e) ensuring that they comply with all applicable laws in regards to the Tendering Process (including Part 2 of the *Fair Trading Act 1999*).

* 1. Preparation of Tenders

6.2.1 Tenderers must ensure that:

1. their Tender is presented in the required format as set out in RFT Part D; and
2. all the information fields in RFT Part D are completed and contain the information requested.

Note to Tenderers: VicHealth may in its absolute discretion reject a Tender that does not include the information requested or is not in the format required.

6.2.2 If VicHealth elects to shortlist any Tenderers, those shortlisted Tenderers may be required to provide the information requested in Parts E and F of this RFT. Tenderers may wish to prepare Parts E and F in order to ensure that they can respond to a request by VicHealth within the applicable timeframes, but should not submit those Parts unless and until required to do so by VicHealth.

6.2.3 Unnecessarily elaborate responses or other presentations beyond what is sufficient to present a complete and effective proposal are not desired or required. Elaborate artwork and expensive visual and other presentation aids are not necessary.

* 1. Illegible content, alteration and erasures

6.3.1 Incomplete Tenders may be disqualified or assessed solely on the information contained in the Tender.

6.3.2 VicHealth may disregard any content in a Tender that is illegible and will be under no obligation whatsoever to seek clarification from the Tenderer.

6.3.3 VicHealth may permit a Tenderer to correct an unintentional error in their Tender where that error becomes known or apparent after the Closing Time, but in no event will any correction be permitted if VicHealth reasonably considers that the correction would materially alter the substance of the Tenderer’s Response.

* 1. Obligation to notify errors

6.4.1 If, after a Tenderer’s Response has been submitted, the Tenderer becomes aware of an error in the Tenderer’s Response (including an error in pricing, but excluding clerical errors which would have no bearing on the assessment of the Tender), the Tenderer must promptly notify VicHealth of such error.

* 1. Responsibility for Tendering Costs

6.5.1 The Tenderer’s participation or involvement in any stage of the Tendering Process is at the Tenderer’s sole risk, cost and expense. VicHealth will not be responsible for, nor pay for, any expense or loss that may be incurred by Tenderers in relation to the preparation or lodgement of their Tenders.

6.5.2 In addition to clauses 3.1.1 and 3.1.2, VicHealth is not liable to the Tenderer for any costs on the basis of any contractual, promissory or restitutionary grounds whatsoever as a consequence of any matter relating to the Tenderer’s participation in the Tendering Process, including without limitation, instances where:

(a) the Tenderer is not engaged to perform under any contract; or

(b) VicHealth exercises any right under this RFT or at law.

* 1. Disclosure of Tender contents and Tender information

6.6.1 Tenders will be treated as confidential by VicHealth. The State will not disclose Tender contents and Tender information, except:

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

6.7.1 Upon submission in accordance with the requirements of clause 5 (Submission of Tenders) of RFT Part A, all Tenders become the property of VicHealth. Tenderers will retain all ownership rights in any intellectual property contained in the Tender. The submission of a Tender does not transfer to VicHealth any ownership interest in the Tenderer’s intellectual property rights, or give VicHealth any rights in relation to the Tender, expect as expressly set out below.

6.7.2 Each Tenderer, by submission of their Tender, is deemed to have licensed VicHealth to reproduce the whole, or any portion, of their Tender for the purposes of enabling VicHealth to assess the Tender.

6.7.3 Further, in submitting a Tender, the Tenderer accepts that VicHealth may, in accordance with the requirements of applicable Victorian Government policy, publish (on the internet or otherwise):

1. the name of the successful or recommended Tenderer(s);
2. the value of the successful Tender; and
3. the Tenderer’s name together with the provisions of the contract generally.
	1. Period of validity

6.8.1 All Tenders must remain valid and open for acceptance for a minimum of 120 days from the Closing Time. This period may be extended by mutual agreement between VicHealth and the Tenderer.

* 1. Status of Tender

6.9.1 Each Tender constitutes an irrevocable offer by the Tenderer to VicHealth to provide the Goods and/or Services required under, and otherwise to satisfy the requirements of, the Specification (RFT Part B of this RFT) on the terms and conditions of the Proposed Contract (subject to the Statement of Compliance contained in RFT Part D of this RFT).

6.9.2 A Tender must not be conditional on:

(i) board approval of the Tenderer or any related body corporate of the Tenderer being obtained;

(ii) the Tenderer conducting due diligence or any other form of enquiry or investigation;

(iii) the Tenderer (or any other party) obtaining any regulatory approval or consent;

(iv) the Tenderer obtaining the consent or approval of any third party; or

(v) the Tenderer stating that it wishes to discuss or negotiate any commercial terms of the contract.

6.9.3 VicHealth may, in its absolute discretion, disregard any Tender that is, or is stated to be, subject to any one or more of the conditions detailed above (or any other conditions).

6.9.4 VicHealth reserves the right to accept a Tender in part or in whole or to negotiate with a Tenderer in accordance with clause 8.4 (Unreasonable disadvantage) of RFT Part A.

1. Compliance with Specification and Proposed Contract
	1. Compliance with Specification

7.1.1 Under RFT Part D of this RFT, a Tenderer must submit a tabulated statement showing, in order of the relevant clauses, its level of compliance with the Specification contained in RFT Part B of this RFT.

7.1.2 In particular, Tenderers must state if they will not comply with the Specification, or will only comply with the Specification subject to conditions. Full details of the non-compliance (including the nature and extent of the non-compliance and any reasons for such non-compliance) must be stated in the space provided in the tabulated statement contained in section 2 (Compliance with the Specification) of RFT Part D. No response is required in respect of a particular section of the Specification where Tenderers will comply with the Specification. Only sections that Tenderers will not comply with, or will only comply with subject to conditions, should be noted in the tabulated statement.

7.1.3 VicHealth is prepared to contemplate minor variations or departures from the Specifications proposed by Tenderers. However, Tenderers should note that significant or substantive variations or departures from the Specifications will not be viewed favourably unless the Tenderer is able to demonstrate to the satisfaction of VicHealth the necessity for such variations or departures.

Note to Tenderers: VicHealth will assume that a Tenderer’s Response complies in all relevant respects with the Specification unless the Tenderer states otherwise. Failure to notify VicHealth of any non-compliance may result in a Tenderer’s Response being disregarded.

7.1.4 For the purposes of this clause 7.1:

1. **Complies** means that in all respects the Tenderer’s Response meets or otherwise satisfies all specified outputs, characteristics or standards.
2. **Will comply** **subject to conditions** means that the specified outputs, characteristic or performance standard can only be met by the Tenderer subject to certain conditions.
3. **Will not comply** means that the specified outputs, characteristic or performance standard is not met by the Tenderer’s Response.
	1. Compliance with the proposed contract

7.2.1 Under RFT Part D of this RFT, a Tenderer must also submit a tabulated statement, with numbering corresponding to the relevant clauses, detailing its level of compliance with the Proposed Contract contained in RFT Part C of this RFT.

7.2.2 In particular, Tenderers must state if they will not comply with the Proposed Contract, or will only comply with the Proposed Contract subject to conditions. Full details of the non-compliance (including the nature and extent of the non-compliance and any reasons for such non-compliance) must be stated in the space provided in the tabulated statement contained in section 3 (Risk and insurance) of RFT Part D, together with any proposed amendments that would render the contractual provision acceptable to the Tenderer. No response is required in respect of a particular clause of the Proposed Contract where Tenderers will comply with the Proposed Contract. Only clauses that Tenderers will not comply with, or will only comply with subject to conditions should be noted in the tabulated statement.

7.2.3 VicHealth is prepared to contemplate minor variations or departures from the Proposed Contract proposed by Tenderers. However, Tenderers should note that significant or substantive variations or departures will not be viewed favourably unless the Tenderer is able to demonstrate the necessity for such variations or departures.

Note to Tenderers: VicHealth will assume that a Tenderer is able to and will in fact comply in all relevant respects with the Proposed Contract unless the Tenderer expressly states otherwise. Failure to notify VicHealth of any non-compliance may result in a Tenderer’s Response being disregarded.

7.2.4 For the purposes of this clause 7.2:

1. **Complies** means that the Tenderer accepts the contractual provision in every respect (including the wording of the provision).
2. **Will comply** **subject to conditions** means that the Tenderer will comply with the relevant contractual provision subject to certain specified conditions.
3. **Will not comply** means that the Tenderer does not accept the contractual provision.
	1. General

7.3.1 Indefinite responses such as “noted”, “to be discussed” or “to be negotiated” are not acceptable.

7.3.2 Where the Tenderer is unwilling to accept a specified condition, the non-acceptance must be clearly and expressly stated. Prominence must be given to the statement detailing the non-acceptance. It is not sufficient that the statement appear only as part of an attachment to the Tender, or be included in a general statement of the Tenderer’s usual operating conditions.

7.3.3 An incomplete Tender may be disqualified or assessed solely on the information received with the Tender.

* 1. Alternative Tender

7.4.1 A Tenderer may submit an alternative proposal. An alternative proposal will only be accepted if:

1. the Tenderer also provides a conforming Tenderer’s Response; and
2. the alternative proposal is clearly identified as an “Alternative Tender”.

7.4.2 An Alternative Tender may:

1. not comply with the Specifications for the relevant Goods or Services due to inherent design or capability in the operation of the Goods or Services; or
2. provide the Goods or Services in a manner different to that specified in RFT Part B of the RFT.

7.4.3 Tenderers are encouraged to offer options or solutions which may, in an innovative way, contribute to VicHealth’s ability to carry out its business in a more cost-effective manner. These may be related to:

1. the outputs, functional, performance and technical aspects of the requirement; or
2. minimisation of environmental impact;
3. opportunities for more advantageous commercial arrangements.

7.4.4 Any such options or solutions will be considered by VicHealth on a “commercial in confidence” basis if so requested by the Tenderer.

7.4.5 Where a Tenderer submits an offer which meets the requirements of the RFT in an alternative and practical manner, the Tender must also include any supplementary material (including such pricing and costing details as may be necessary to enable VicHealth to fully assess the financial impact of the alternative proposal), which demonstrates in detail that such an alternative will fully achieve and/or exceed all the specified requirements, together with references as to why the additional features may be advantageous.

7.4.6 VicHealth reserves the right to consider such offers on their merits or not to consider them at all.

1. Contract Disclosure Requirements
	1. Freedom of Information

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

8.1.2 The Conditions of Tendering include a provision for the disclosure of contract information (refer clause 6.7 (Use of Tender) in RFT Part A dealing with “Use of Tenders”).

8.1.3 The provisions of the Proposed Contract in regard to confidentiality and disclosure should also be noted.

8.1.4 This provision is consistent with the Government's presumption of the full disclosure of contracts. Any non-disclosure of contract provisions must be justified by the successful Tenderer by applying the principles for exemption under the provisions of the FOI Act. Section 34(1) of the FOI Act provides that information acquired by an agency or a Minister from a business, commercial or financial undertaking is exempt under the FOI Act if the information relates to trade secrets or other matters of a business, commercial or financial nature and the disclosure would be likely to expose the undertaking unreasonably to disadvantage.

8.1.5 If a Tenderer wishes to withhold the disclosure of specific contract information, the Tenderer must clearly outline how the release of this information will expose trade secrets or expose the business unreasonably to disadvantage.

* 1. Environmental claims

VicHealth wishes to be informed of any claims made by Tenderers about the benefit, including environment benefits, of the Goods or Services that are offered by them.

* 1. Trade secrets

8.3.1 In considering whether specific information should be categorised as a trade secret, Tenderers should assess:

(a) the extent to which it is known outside of the Tenderer’s business;

(b) the extent to which it is known by the persons engaged in the Tenderer’s business;

(c) any measures taken to guard its secrecy;

(d) its value to the Tenderer’s business and to any competitors;

(e) the amount of money and effort invested in developing the information; and

(f) the ease or difficulty with which others may acquire or develop this information.

* 1. Unreasonable disadvantage

8.4.1 In determining whether disclosure of specific information will expose a Tenderer’s business unreasonably to disadvantage, you should consider section 34(2) of the FOI Act. Broadly, you should consider:

(a) whether the information is generally available to competitors; and

(b) whether it could be disclosed without causing substantial harm to the competitive position of the business.

8.4.2 VicHealth will consider these applications in the Tender assessment and negotiations with Tenderers.

1. Assessment of Tenders
	1. Assessment process

9.1.1 Following the Closing Time, VicHealth intends to assess the Tenders received. Tenders will be assessed against the Assessment Criteria specified in clause 9.2 (Assessment Criteria Format) of RFT Part A.

9.1.2 Without limiting VicHealth’s rights in the RFT, VicHealth may at any time during the Tendering Process choose to:

1. shortlist one or more Tenderers;
2. commence or continue discussions with all or some Tenderers without shortlisting any Tenderers; or
3. accept one or more of the Tenders.

9.1.3 Unless the Assessment Criteria explicitly require, VicHealth may, but is not in any way bound to, shortlist, to select as successful, or to accept the Tender offering the lowest price.

9.1.4 Should VicHealth choose to include a shortlisting stage in its assessment process, VicHealth is not, at any time, required to notify Tenderers or any other person or organisation interested in submitting a Tender.

9.1.5 A Tenderer’s Response will not be deemed to be unsuccessful until such time as the Tenderer is formally notified of that fact by VicHealth. The commencement of negotiations by VicHealth with one or more other Tenderers is not to be taken as an indication that any particular Tenderer’s Response has not been successful.

* 1. Assessment criteria format

9.2.1 The assessment criteria can be weighted to reflect the importance of project requirements noted in RFT Part B of the Specifications.

9.2.2 In assessing Tenderer’s Responses, VicHealth will have regard to:

1. specific assessment criteria identified in the list below;
2. the overall value for money proposition presented in the Tenderer’s Response; and
3. particular weighting assigned to any or all of the criteria specified in the table below (noting that any criteria for which a weighting has not been assigned should be assumed to have equal weighting).

9.2.3 For the purposes of clause 9.2.2, “value for money” is a measurement of financial and non financial factors, including:

1. quality levels;
2. performance standards; and
3. environmental benefits/impacts.

9.2.4 Value for money will be assessed on a ‘whole of life’ basis (including the transitioning-in, the contract term and the transitioning-out phases of the relationship between VicHealth and a Tenderer), with a view to long-term sustainability of the value for money proposition and with a focus on ensuring that value for money outcomes are promoted and protected following the conclusion of any contract that may result from this RFT.

|  |  |
| --- | --- |
| **Assessment criteria:**  | **Assessment approach**  |
| *Functional Specifications (see Part D)*  | *Weighting and Scores*  |
| 1. Executive Summary
2. Capacity to deliver
3. Capability
4. Past Performance and current work
5. Quality Systems for deliverables
6. Customer Service
7. Strategic
8. Innovation
9. Social Procurement
10. Sustainability
 | - 20% 30% 20% 10% 5% 2.5% 10% - 2.5%  |
| 1. Links with Harmful Industry including Tobacco Industry; Child Safety Requirements
 | Assessed against guiding principles (via Application Form in Stakeholder Portal) |
| Mandatory Assessment Criteria (see Part D) | **Pass/ Fail**  |
| 1. Compliance with the Proposed Contract
2. Financial viability
3. Risk and Insurance
4. Individual Conflict of Interest
5. Supplier Code of Conduct
6. Buying for Victoria website
7. Any other matters
 |      |
| **Financial**  | **Ranked 1st, 2nd, 3rd etc**  |
| 1. Costings
 |   |

* 1. Clarification of Tender

9.3.1 VicHealth may seek clarification from and enter into discussions with any or all of the Tenderers in relation to their Tender. VicHealth may use such information in interpreting the Tender and assessing the cost and risk to the Lead Departing of accepting the Tender. Failure to supply clarification to the satisfaction of VicHealth may render the Tender liable to disqualification.

9.3.2 VicHealth is under no obligation to seek clarification of anything in a Tender and VicHealth reserves the right to disregard any clarification that VicHealth considers to be unsolicited or otherwise impermissible in accordance with the rules set out in this RFT Part A.

* 1. Discussion with Tenderers

9.4.1 VicHealth may elect to engage in detailed discussions with any one or more Tenderers, with a view to maximising the benefits of the RFT as measured against the assessment criteria set out in clause 9.2 and fully understanding a Tenderer’s offer, including risk allocation.

9.4.2 As part of this process, VicHealth may request such Tenderer(s) to improve one or more aspects of their Tender, including any technical, financial, corporate or legal components.

9.4.3 In its absolute discretion, VicHealth may invite some or all Tenderers to give a presentation to VicHealth in relation to their submissions, including (where the RFT relates in whole or in part to Goods), a demonstration of the Goods.

9.4.4 VicHealth is under no obligation to undertake discussions with, or to invite any presentations from, Tenderers.

9.4.5 In addition to presentations and discussions, VicHealth may request some or all Tenderers to:

1. conduct a site visit;
2. provide references or additional information; and/or
3. make themselves available for panel interviews.
	1. Best and final offers

9.5.1 Tenderers or, where the Tendering Process involves a shortlisting process, shortlisted Tenderers, may be invited by VicHealth to submit a best and final offer in relation to all or certain aspects of their respective Tenders.

9.5.2 VicHealth is under no obligation to give Tenderers the opportunity to submit a best and final offer. If VicHealth chooses to give Tenderers the opportunity to submit a best and final offer, it is under no obligation to give notification before the Closing Time that such opportunity will be given.

9.5.3 Notwithstanding the possibility that VicHealth may give Tenderers the opportunity to submit a best and final offer, Tenderers should be aware that VicHealth will, in conducting its assessment of Tenders, rely on all information (including all representations) contained in such Tenders. Tenderers are therefore encouraged to submit their best and final offers in the first instance.

9.5.4 Any one or more Tenderers may be required to submit an executed contract based on the Tender as part of their best and final offer. Unless and until VicHealth executes such contract, submission of a contract capable of acceptance by VicHealth does not and will not be taken to give rise to a binding contract (express or implied) between a Tenderer and VicHealth.

1. Successful Tenders
	1. No legally binding contract

10.1.1 Selection as a successful Tenderer does not give rise to a contract (express or implied) between the successful Tenderer and VicHealth for the supply of the Goods or Services. No legal relationship will exist between VicHealth and a successful Tenderer for the supply of the Goods or Services until such time as a binding contract is executed by them.

* 1. Pre-contractual negotiations

10.2.1 VicHealth may, in its absolute discretion, decide not to enter into pre-contractual negotiations with a successful Tenderer.

10.2.2 A Tenderer is bound by its Tender (including the Statement of Compliance to the Proposed Contract forming part of the Tenderer’s Response) and, if selected as a successful Tenderer, must enter into a contract on the basis of the Tender without negotiation.

* 1. No Obligation to enter into contract

10.3.1 VicHealth is under no obligation to appoint a successful Tenderer or Tenderers (as the case may be), or to enter into a contract with a successful Tenderer or any other person, if it is unable to identify a Tender that complies in all relevant respects with the requirements of VicHealth, or if to do so would otherwise not be in the public interest. For the avoidance of any doubt, in these circumstances VicHealth will be free to proceed via any alternative process.

10.3.2 VicHealth may conduct a debriefing session for all Tenderers (successful and unsuccessful). Attendance at such debriefing session is optional.

1. Supplier Code of Conduct

11.1.1 VicHealth as a statutory body under the Victorian State Government, is committed to ethical, sustainable and socially responsible procurement. In ensuring that our suppliers maintain the same values as the Government, the State has established a [Supplier Code of Conduct](https://www.buyingfor.vic.gov.au/supplier-code-conduct) (the Code). Please complete the Supplier Code of Conduct Commitment in Appendix B.

1. Tenderer Warranties

12.1.1 By submitting a Tender, a Tenderer warrants that:

1. in lodging its Tender it did not rely on any express or implied statement, warranty or representation, whether oral, written, or otherwise made by or on behalf of VicHealth, its officers, employees, agents or advisers other than any statement, warranty or representation expressly contained in the RFT;
2. it did not use the improper assistance of VicHealth employees or information unlawfully obtained from VicHealth in compiling its Tender;
3. it is responsible for all costs and expenses related to the preparation and lodgement of its Tender, any subsequent negotiation, and any future process connected with or relating to the Tendering Process;
4. it otherwise accepts and will comply with the rules set out in this RFT Part A of the RFT; and
5. it will provide additional information in a timely manner as requested by VicHealth to clarify any matters contained in the Tender
6. VicHealth’s Rights

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

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

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

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

1. Interpretation
	1. Definitions

15.1.1 In this Request for Tender, unless a contrary intention is apparent:

**Assessment Criteria** means the criteria set out in clause 9.2 (Assessment Criteria Format) of RFT Part A.

**Business Day** means a day which is not a Saturday, Sunday or public holiday (being a public holiday appointed as such under the *Public Holidays Act 1993 (Vic*)) in Melbourne.

**Closing Time** means the time specified as such in clause 1.3 (Indicative Timetable) of RFT Part A by which Tenders must be received.

**Contracts & Procurement Coordinator** means the person so designated in clause 1.2 (Project Manager and Contracts & Procurement Coordinator) of RFT Part A.

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

**Harmful Industry Relationships** includes brands, companies or organisations who profit from products that are harmful to health and wellbeing including tobacco, gambling, alcohol, unhealthy food and sugary drinks.

**Intellectual Property Rights** includes copyright and neighbouring rights, and all proprietary rights in relation to inventions (including patents) registered and unregistered trademarks (including service marks), registered designs, confidential information (including trade secrets and know how) and circuit layouts, and all other proprietary rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields.

**Project Manager** means the person so designated in clause 1.2 (Project Manager and Contracts & Procurement Coordinator) of RFT Part A.

**Proposed Contract** means the agreement and any other terms and conditions contained in or referred to in RFT Part C of this RFT.

**Reference Schedule** means the schedule so designated forming part of RFT Part A of this RFT.

**Request For Tender** or **RFT** means this document (comprising each of the parts identified in clause 2 Rules Governing this RFT and the Tendering Process of this RFT Part A) and any other documents so designated by VicHealth.

**Services** means the services required by VicHealth, as specified in RFT Part B of this RFT.

**Specification** means any specification or description of VicHealth’s requirements contained in RFT Part B of this RFT.

**State** means the Crown in right of the State of Victoria.

**Statement of Compliance** means the statement forming part of a Tender indicating the Tenderer’s compliance with the Specification and the Proposed Contract.

**Tender** means a document lodged by a Tenderer in response to this RFT containing an offer to provide Goods and/or Services in accordance with the Specification.

**Tenderer** means a person or organisation that submits a Tender.

**Tendering Process** means the process commenced by the issuing of this Request for Tender and concluding upon formal announcement by VicHealth of the selection of a successful Tenderer(s) or upon the earlier termination of the process.

**Tenders Website** means the website administered by the Victorian Department of Treasury and Finance located at universal resource locator [www.tenders.vic.gov.au](http://www.tenders.vic.gov.au).

**VicHealth** means the government department or agency (as specified in clause 1.1 (VicHealth) of RFT Part A) responsible for the Tendering Process.

* 1. Interpretation

15.2.1 In this RFT, unless expressly provided otherwise:

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

15.3.1 If there is any inconsistency between any part of this RFT, a descending order of precedence must be accorded to:

(a) the conditions of tendering in Part A of this RFT and any annexes or attachments;

(b) the Tenderer’s response in Part D of this RFT;

(c) the Proposed Contract in Part C of this RFT;

(d) any other part of this RFT,

RFT PART B – SPECIFICATION

Background

The COVID-19 pandemic has affected us all, but its impacts on the health and wellbeing of children and young people have been harder. As a response to the need to *rebuild our communities better and fairer*, with a focus on those who have faced the greatest challenges, in September 2021 VicHealth launched the *Future Healthy* Initiative (see [short video](https://vimeo.com/583173531) on the Initiative).

*Future Healthy* embodies VicHealth’s vision of change towards a Victorian community where no young person is denied a future that is healthy, a future where:

***Young Victorians enjoy their lives in more equitable and healthy communities, with safe and welcoming spaces and opportunities to be physically active, develop meaningful social connection, and access healthy, affordable and culturally appropriate food.***

Three main goals, distributed in three domains, will contribute to this change:

|  |  |
| --- | --- |
| **Domain** | **Main goal** |
| Social connection and mental wellbeing (SCMWB)  | Enable more meaningful social connection and inclusive environments for young people through culture and the arts.  |
| Active communities and sports (ACS)   | Inspire, mobilise and support children and young people to be active in neighbourhoods and spaces where they feel safe and welcome.  |
| Healthy and sustainable food systems (HSFS)  | Improve access to healthy, affordable and culturally appropriate food and sustainable food systems   |

An integral element that contributes to the achievement of all Future Healthy goals is a targeted **Marketing and Communication strategy**, including regular micro-campaigns and a range of multi-media actions, directed to two main cohorts:

* Young people aged 18-25; and
* Parents and carers of children aged 0-17.

1.1. The Approach

VicHealth is investing $45 million over 3 years in Future Healthy.

We know that the change we envision depends greatly on *how initiatives are designed and implemented* with communities, not for communities. Future Healthy is sustained by three “pillars” that inform how we work in all that we do in the Initiative:

|  |  |  |
| --- | --- | --- |
| **PILLAR 1: EQUITY**  | **PILLAR 2: CO-DESIGN**  | **PILLAR 3: PARTNERSHIP**  |
| We intentionally use a health and wellbeing equity lens, from design to evaluation, to ensure that the Initiative does not leave groups of young Victorians behind.   | We are committed to creating safe empowering spaces for young people to be actively engaged and help to identify challenges and shape solutions.   | We see funded organisations as partners, and work to create a collaborative relationship in which we support them to build their capacity and promote timely learning exchange across our networks.  |

We have also applied an equity lens to Future Healthy’s funding strategy. We have defined different levels of funding to enable organisations of different size and scale capacity to participate.

|  |  |  |
| --- | --- | --- |
| **Funding stream**  | **Brief description**  | **Notes****(as of August 2022)**  |
| **1. Move the Dial (large size investment)**    | Move the Dial is a large investment which aims to enhance the health and wellbeing of young people, especially those more likely to experience disadvantage or discrimination, by tackling some of the systemic barriers they face.  To achieve that, each Future Healthy domain has adopted a tailored approach that is appropriate to their priority area. All of them, however, share the Future Healthy principles, and align with the overarching purpose of the Initiative.  Driven by a systems view of change, all three Move the Dial projects will: * Create employment opportunity for young people, going beyond engaging them as beneficiaries or users; and
* Pay attention to the inclusion of groups most likely to experience disadvantage or discrimination (e.g. racism, gender discrimination, socioeconomic barriers, disability, location in rural/regional areas or less affluent urban areas, amongst others).
 |  |
| * 1. Move the Dial “Activating under-utilised spaces” (Active Communities and Sports)

  | This project, delivered on behalf of VicHealth by Reclink and its sub-contracted parties, aims to increase accessibility to and use of under-utilised spaces in Victoria so that more young people can be physically active in the ways and spaces that they want.  A secondary outcome from this project is the creation of more opportunities for meaningful social connection through welcoming and safe spaces and activities.  Activities will be delivered for free or low cost, and there will be training and employment opportunities for young people.   Priority population: young people aged 16 to 25 who are not engaged or have disengaged from being physically active, including those who face greater barriers to participation and inclusion.  Sites: Activities will be delivered in a total of 16 Local Government Areas (LGA), primarily located in regional, rural, or outer metropolitan/interface.   VicHealth expects to reach up to 100,000 young people through this project.  | Started in January 2022.  Number of organisations funded: 1 (Reclink)  Total funding: $4.5m   Period: 2022-2025    |
| * 1. Move the Dial “Future Reset” (Social Connection ad Mental Wellbeing)
 | Future Reset aims to harness the transformative power of arts to enhance mental wellbeing and social connection for young people, through an approach that supports strategic collaboration across nine organisations (‘the collective’), and direct leadership by young people.     It will support the creation and delivery of arts projects that will engage young people as creatives and lead to 16 major art activations (public-facing events) across Victoria, and multiple smaller projects, with the direct participation of young creatives employed by the funded organisations, and their peers.   In addition to funding to 9 organisations, VicHealth will connect them and their young creative leaders to form “the collective” using a Community of Practice model that will come together at regular intervals to share insights, problem solve and find ways to work together. VicHealth will also procure services to develop a Digital platform that will act as a living archive of the artists journey and Future Reset project. A qualitative study to understand the impact of arts on collective wellbeing will also take place.   | Started in May 2022.  Number of organisations funded:  9 organisations, combining strong emphasis on young people, equity and the arts.  Total funding: $5 million  Period: 2022-2025   |
| * 1. Move the Dial “Food Hubs” (Healthy and Sustainable Food Systems)
 | The Food Hubs will activate a new approach to local production, distribution and access to healthy, culturally appropriate food, with incentives for local producers, food education and opportunities for social connection within local communities, and paid traineeships for young people.  As a collective, Food Hubs will collaborate to advocate for more equitable, environmentally sustainable food systems. Trainees will also work collectively with each other to advocate for a food system that supports the health and wellbeing of young people and their communities.   Food Hubs will be supported by VH with business capacity building so that they can become sustainable after the funding period.  | Results to be announced in August 2022  Number of organisations funded: 6-8 (estimated)  Total funding: 4 million  Period: 2022-2025   |
| 1. **The Big Connect (medium size investment)**

 Grants between $110,000-$250,000   | The Big Connect aims to improve access to opportunities for meaningful social connection for Victoria’s children, young people (0-25), and their families, particularly those more likely to experience disadvantage or discrimination.  With that aim in mind, funded organisations will implement new local solutions or expand existing projects, associated with at least one of the Future Healthy domains.  VicHealth expects to create over 100,000 opportunities for young people to connect through this project.  Funded organisations will undertake capacity building via a Community of Practice. | Results announced in April 2022.  Number of organisations funded: 27 community organisations  Total investment: 5 million  Period: 18 months (2022 – 2023)   |
| 1. **Jumpstart! (smaller size investment)**

 Grants between $3,000-$50,000  | Jumpstart! funds organisations to run smaller projects that support children and young people (0-25) to:  * learn about their own food culture and identity and share this with others;
* get physically active in welcoming and inclusive places;
* connect through arts, cultural and play-based activities.

 Funded organisations will undertake capacity building via a Community of Practice. | ROUND 1  Selection completed in June 2022.  Number of organisations funded: 123 community organisations  Total investment: 5 million  Period: 12months (2022 – 2023)  ROUND 2: Grant Round opens August 2022, results to be announced February/March 2023  ROUND 3: 2023  |

1.2. VicHealth’s Data Collection Support

VicHealth has an organisational records management system (**Phoenix)** which includes an outcomes library function, for the main areas of VicHealth’s activities. It provides a mechanism for standardisation of templates for progress and final reports, including for minimum data collection, such as demographic data and lists of program activities. This system aims to simplify reporting for grantees, which is particularly relevant in the case of grassroots organisations and small grants.

VicHealth will work with the supplier to ensure that this record management system can be utilised to simplify data collection across all projects.

Additional information about the Future Healthy Initiative can be found here: [**https://futurehealthy.vichealth.vic.gov.au/**](https://futurehealthy.vichealth.vic.gov.au/)

 Scope of the RFT

2.1. In scope

The **main objectives** of this Future Healthy evaluation are to:

1. Evaluate the results of the Initiative for young people who engaged in the various projects, including a combination of quantitative data around participation, and qualitative data to capture experiences;
2. Evaluate the results of the Initiative from the perspective of funded organisations, including in relation to capacity building and peer learning through communities of practice and other forms of collective support;
3. Evaluate whether the various projects achieved their main goals and reached their priority population(s), when applicable (including equity considerations);
4. Develop two case studies for each of the Move the Dial large investment projects (total of six case studies), providing an in-depth understanding of the approaches used in each of them, how they evolved and their impact;
5. Evaluate the impact of the Future Healthy Marketing and Communications strategy that underpins the whole Initiative; and
6. Provide an overall assessment of the Future Healthy approach, based on the three principles of equity, co-design, and partnership, exploring this approach’s impact; that is, whether the approach is conducive to creating better health and wellbeing outcomes from the perspectives of young people involved in the projects, and the funded organisations.

In line with the description in the Background, and the conceptual relevance of processes and relationships for the Future Healthy outcomes, the evaluation will examine both processes and outcomes, and should use mixed (qualitative and quantitative) methods.

Methodologically, it is important to highlight that whilst the evaluation should capture outcomes, VicHealth is particularly interested in understanding and articulating the impact of the Initiative, that is, the stories of change behind outcomes from the perspectives of (i) young people; and (ii) funded organisations. Future Healthy and this evaluation is an investment in learning with young people, and with our partners, in the promotion of health and wellbeing about what works and using that knowledge to inform sector practices.

2.2. Out of scope

The supplier is **not required** to:

* Collect data to support organisations with their own evaluations;
* Provide detailed evaluations of individual projects;
* Provide training to improve the capacity of funded organisations to undertake their own evaluations.

2.3 Reporting

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

* VicHealth managers – twice per year;
* Communities of Practice with funded organisations – 18 months (mid-term report), 36 months (final report);
* VicHealth executive team and board - 18 months (mid-term report), 36 months (final report).

The successful Tenderer will commit to attending regular meetings with the VicHealth Evaluation Team, led by the nominated VicHealth Project Manager. They will also commit to providing briefings and progress update presentations to the Communities of Practice with funded organisations, as required, to promote learning and improvement throughout the process.

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

Project Deliverables

The successful Tenderer will be required to work collaboratively with VicHealth to undertake the required components outlined in the Scope of this RFT. Deliverables for this RFT are:

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

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| Activity | Date |
| RFT issued  | 12pm (midday) AEST, Tuesday 9th August 2022 |
| Tender Briefing (Teams Meeting Link [here)](https://teams.microsoft.com/l/meetup-join/19%3Ameeting_MzczNWRlZWYtYTZlZS00OTYzLThlNDctODI4ZWZmY2M1NTlh%40thread.v2/0?context=%7b%22Tid%22%3a%227a928964-2e45-446d-b627-6e3a00389297%22%2c%22Oid%22%3a%2216675f05-9d8c-4899-baa3-64157b8e39b4%22%7d)*Note: This Briefing will be recorded* | 1-2pm AEST, Monday 15th August 2022 |
| End of period for questions or requests for information (see clause 4.2 (Requests for clarification or further information)) | 12pm (midday) AEST, Thursday 25th August 2022 |
| Closing Time (See clause 5.2 (Late tenders)) | **2.00 pm AEST, Tuesday 6th September 2022** |
| Intended completion of assessment of Tenders | 26th September 2022 |
| Negotiations with Tenderer(s) (if applicable) | 4th October 2022 |
| Intended formal notification of successful Tenderer(s) | 10th October 2022 |
| Intended execution of Proposed Contract(s) | Late October 2022 |
| Intended commencement date | November 2022 |

\* Note to Tenderers: This timetable is provided to give Tenderers an indication of the timing of the Tendering Process. The timetable is indicative only and may be changed by VicHealth in accordance with the Conditions of Tendering set out in RFT Part A of this RFT.

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

The budget for this work is between $500,000 to $600,000 (excluding GST) over three years.

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

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

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

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

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

1. Insurance

Please provide Certificate of Currency for the following insurances:

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

The design and development of program evaluation methods will require input and approval by the VicHealth Evaluation Team, led by the nominated VicHealth Project Manager.

All contact with funded organisations will be coordinated with the VicHealth Evaluation Team. This is to ensure that communication channels are clear for funded organisations and the different teams within VicHealth that are leading different components of the Future Healthy Initiative, and that quantitative and qualitative data requests are managed in terms of workload and other activities required from staff and funded organisations.

The evaluation must be conducted in accordance with the *Australian Code for the Responsible Conduct of Research (2018).* Ethics approvals required for the project must be obtained and maintained for the duration of the project and copies of these approvals shall be provided to VicHealth within 30 days of approval or as requested.

# RFT PART C – PROPOSED CONTRACT



# Appendix A - Contract disclosure

The Government has a strong presumption in favour of disclosing contracts and, in determining whether any clauses should be confidential, specific freedom of information principles (including a public interest test) will apply. However, even if certain clauses are excised from public contracts, the Government cannot pre-empt the workings of the *Freedom of Information* *Act 1982* (Vic)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 (refer section in Part A of the RFT dealing with “Use of Tenders”).

The provisions of the Proposed Contract in regard to confidentiality and disclosure should also be noted.

This provision is consistent with the Government's presumption of the full disclosure of contracts. Any non-disclosure of contract provisions must be justified by the successful Tenderer by applying the principles for exemption under the provisions of the FOI Act*.* Section 34(1) of the FOI Act provides that information acquired by an agency or a Minister from a business, commercial or financial undertaking is exempt under the FOI Act if the information relates to trade secrets or other matters of a business, commercial or financial nature and the disclosure would be likely to expose the undertaking unreasonably to disadvantage.

If a Tenderer wishes to withhold the disclosure of specific contract information, the Tenderer must clearly outline how the release of this information will expose trade secrets or expose the business unreasonably to disadvantage.

**Trade secrets**

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

* the extent to which it is known outside of the Tenderer’s business;
* the extent to which it is known by the persons engaged in the Tenderer’s business;
* any measures taken to guard its secrecy;
* its value to the Tenderer’s business and to any competitors;
* the amount of money and effort invested in developing the information; and
* 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 Tenderer’s business unreasonably to disadvantage, you should consider section 34(2) of the FOI Act. Broadly, you should consider:

* whether the information is generally available to competitors; and
* whether it could be disclosed without causing substantial harm to the competitive position of the business

VicHealth will consider these applications in the Tender assessment and negotiations with Tenderers.

# Appendix C – Program Logic for Future Healthy

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| **COMPONENTS****(WHAT)** | **INPUTS (RESOURCES)** | **MAIN ACTIVITIES** | **KEY OUTPUTS** | **SHORT TERM OUTCOMES (less than six months)** | **MEDIUM TO LONG TERM OUTCOMES (six months – 36 months)**  | **IMPACT** |
| **Investment streams****Priority groups: Victorian children and young people(0-25), and their families** |
| **JumpStart!** | Small to medium size grants3 Rounds123 funded organisations in Round 1A VicHealth-coordinated Community of Practice (CoP) with funded organisations | Funded projects providing opportunities for children and young people in at least one of the following areas:* learn about their own food culture and identity and share this with others
* get physically active in welcoming and inclusive places
* connect through arts, cultural and play-based activities.

CoP meetings | 123 projectsRound 2: Opens in August 2022Round 3: Opens in 2023All grant recipients participate in at least one CoP meeting | Children and young people increase their engagement in physical activity, art, cultural and play-based activities.Children and young people in Victoria feel they can celebrate their cultural diversity and identity in new waysImproved access to opportunities for meaningful social connection for Victoria’s children and young people, | Funded organisations improve practices and establish new contacts by applying knowledge they acquired from working closely with new groups of young people, and in collaboration with peers | *Young Victorians enjoy their lives in more equitable and healthy communities, with safe and welcoming spaces and with opportunities to be physically active, develop meaningful social connection, and access healthy, affordable and culturally appropriate food.* |
| **The Big Connect** | Medium size grants distributed to 27 funded organisationsA VicHealth-coordinated Community of Practice (CoP) with funded organisations  | Various local and grassroots projects (new or expansion of existing ones), run by the funded organisations, and addressing at least one of the Future Healthy domains:* Social connection and mental health
* Active communities and sports
* Healthy and sustainable food systems

Periodical Community of Practice meetings | 27 projects implemented 3 CoP meetings | Improved access to opportunities for meaningful social connection for Victoria’s children and young people, particularly for those more likely to experience disadvantage or discriminationYoung people who engaged in the projects, particularly those more likely to experience disadvantage or discrimination, feel more connected and included in their communityFunded organisations increase their networks and knowledge exchange with peers | Funded organisations improve practices by applying knowledge they acquired from working closely with new groups of young people, and in collaboration with peers |
| **Move the Dial:****Activating under-utilised spaces**(ACS domain)  | Large funding to one organisation – Reclink - with sub-contracted parties | Co-design with young people with the aim to:1. Identify underutilised spaces in their community, and
2. Identify activities that young people are interested to participate in.

Set up of A YLAB and Reclink moderated online platform (Discord) for co-design collaboration and sharing of ideas across all 16 LGA areas.Activations of under-utilised spaces, through offering of free or low cost physical activitiesDelivery of physical activities for young people aged 16-25.  Offer of work/traineeship opportunities for young people through the project | At least 160 young people engaged in co-designActivities delivered across 16 LGAs in accordance with Local Implementation PlansActivities delivered at 160 sites (with the intention of this constituting approximately 10 sites per LGA) Physical activity opportunities delivered to approximately 100,000 young people aged 16 to 25 At least 30 young people provided with work experience or training opportunities | Considering the profile of each LGA, participation of young people from groups that are more likely to experience disadvantage or discrimination is highYoung people who were inactive (or less active) before the project, feel more empowered, motivated and safe to participate in physical activities, after engaging in the project’s activitiesYoung people, particularly those from groups who are more likely to experience disadvantage or discrimination, are more physically active, and feel more connected and included in their community | The local councils from LGAS where the project is implemented, act to reduce barriers for young people to access community spaces for physical activity Reclink is able to utilise the learnings and experiences from the MTD project across their work nationally  |
| **Move the Dial: Future Reset**(SCMWB domain) | Large funding9 funded organisationsA VicHealth-coordinated ’Collective’ with funded organisation and young creative leaders | Co-design with young peopleArt events Art installationsA youth-led symposiumOther creative projects chosen by young peopleEmployment of young creatives to lead art projectsMentorship for young creatives by professionalsPeriodical meetings of the Collective | 16 major art activations delivered across Victoria, with the direct participation of young creatives employed by the funded organisations, and their peers. 9 young creative leaders employed by the funded organisations2-3 meetings of the Collective | Young people, particularly those more likely to experience disadvantage or discrimination, improve their sense of wellbeing through their engagement with art and creativityYoung people have more access and are supported to engage with arts Young people feel more connected and included in their communityYoung creatives employed through the project acquire new personal and professional skills, and feel valued Funded organisations increase their networks and partnership skills, as well knowledge exchange with peers | Young people, particularly those more likely to experience disadvantage or discrimination, are represented in the art sector and have more opportunities for paid meaningful employmentFunded organisations improve practices by applying knowledge they acquired from working closely with new groups of young people, and in collaboration with peersFunded organisations develop more collaborative initiatives |
| **Move the Dial: Food Hubs**(HSFS domain) | Large funding6-8 local/grassroots organisations given grants to deliver a food hub eachVicHealth’s organised trainings and mentorships for grantees in business managementA community of practice for hubs  | Co-design with local community and young peopleTraineeship for young people to be employed by the hubsTraining sessions in business management for the hubsMentorship for the hubsPeriodical CoP meetingsSet up of a youth food systems network to support collective advocacy for better food systems | 6-8 co-designed food hubs operating in regional Victoria and he growth corridor of Melbourne, providing local communities with access to healthy, affordable and culturally appropriate food.30 young people across 2 years are employed in the various hubs, as traineesAll funded hubs receive business management training and have mentorship available to themA youth network to advocate for better food systems is formed | More localities and regions across Victoria have healthy, affordable and culturally appropriate food accessible to local communities, particularly to those who experience greater barriers to accessing this type of food.Young people with diverse lived experience have more meaningful employment opportunities across the food system. Young people feel more connected and included in their communityFunded organisations increase their networks and knowledge exchange with peers | Sustainable food production practices, equitable distribution, and access to culturally appropriate and healthy food increase across various localities in Victoria.More young people, particularly those from groups who are more likely to experience disadvantage or discrimination, engage in advocacy for better food systems.Funded organisations improve their practices by applying knowledge they acquired through training and mentoring, and from working closely with new groups of young people, and in collaboration with peers |
| **COMPONENTS****(WHAT)** | **INPUTS (RESOURCES)** | **MAIN ACTIVITIES** | **KEY OUTPUTS** | **SHORT TERM OUTCOMES (less than six months)** | **MEDIUM TO LONG TERM OUTCOMES (six months – 36 months)**  | **IMPACT** |
| **Marketing and Communication Strategy****Priority groups: Victorian children and young people (0-25), and their families**  |
|  | Internal and external experts on youth engagement, campaign design and campaign implementationRegular insights from Future Healthy projects, and surveys VicHealth fundingVH website and social media channels | Community listening sessionsMedia engagementSocial media activitiesSurveys Campaigns Staggered micro campaigns that separately focus on “listening” and “responding”  | Advertising campaign (paid media activity) Public relations (owned and earned media activity) A central digital platform A range of resources/toolkits and collateral Community ChampionsTargeted events | Future Healthy messages and stories are amplified Children and young people have more opportunities to have their voices heard and amplified Young people, children and their families are more aware of the health promotion actions taken by VicHealth, especially Future Healthy projects | An increased number of young people, children and their families engage in VicHealth’s health promotion initiatives  | *Young Victorians enjoy their lives in more equitable and healthy communities, with safe and welcoming spaces and with opportunities to be physically active, develop meaningful social connection, and access healthy, affordable and culturally appropriate food.* |

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| **Future Healthy Pillars (How we do it)****EQUITY + CO-DESIGN + PARTNERSHIPS** |