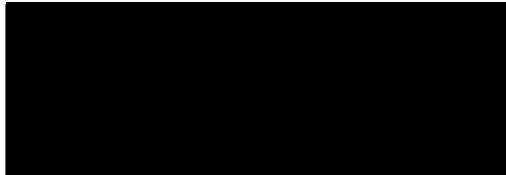




**ACT**  
Government

**ACT Health**

Our reference: **FOI19-56**



Dear 

### **DECISION ON YOUR ACCESS APPLICATION**

I refer to your application under section 30 of the *Freedom of Information Act 2016* (FOI Act), received by ACT Health Directorate (AHD) on 22 August and rescoped on 17 September 2019.

This application requested access to:

*“documents created in relation the 2019 trial of hoarding support services in the ACT funded by ACT Health. I apply for access to records of planning documents, strategy outlines, briefings to senior Government executives and/or the Minister’s Office as well as documentation about the evaluation and outcomes of the trial. I do not wish to receive personal information of the participants of the trial.”*

I am an Information Officer appointed by the Director-General of AHD under section 18 of the FOI Act to deal with access applications made under Part 5 of the Act. AHD was required to provide a decision on your access application by **Wednesday 6 November 2019**.

I have identified 109 documents holding the information within scope of your access application. These are outlined in the schedule of documents included at Attachment A to this decision letter.

#### **Decisions**

I have decided to:

- grant full access to 19 document/s;
- grant part access to 89 document/s; and
- refuse access to 1 document.

My access decisions are detailed further in the following statement of reasons and the documents released to you are provided as Attachment B to this letter.

In reaching my access decision, I have taken the following into account:

- The FOI Act;
- The contents of the documents that fall within the scope of your request;
- The views of relevant third parties; and
- The *Human Rights Act 2004*.

### Full Access

I have decided to grant access in full to 19 documents relevant to your request. These documents are at reference 2, 16, 19, 29-31, 34, 50, 60, 63, 67, 87-88, 92, 98, 100-101, 105 and 109.

### Refuse Access

I have decided not to grant access to 1 document at reference 106. The information contained in this document is comprised of Cabinet information and I therefore considered contrary to the public interest to release, under Schedule 1, 1.6 (1) Cabinet Information.

### Partial Access

I have decided to grant partial access to 89 documents. Documents at reference 1, 3-9, 10-15, 17-18, 20-28, 32-33, 35-49, 51-59, 61-62, 64-66, 68-86, 89-91, 93-97, 99, 102-104 and 107-108 contain deletions to information that I consider, on balance, to be contrary to the public interest to disclose under the test set out in section 17 of the Act. The information contained in these folios is personal information of government and non-government employees, addresses of hoarding properties and tenant details, information relating to a procurement process and business affairs of non-government organisations. Additionally, document at reference 36 contains information that is out of scope of your request.

### Public Interest Factors Favouring Disclosure

The following factors were considered relevant in favour of the non-disclosure of the documents:

- Schedule 2.1 (a) (i) promote open discussion of public affairs and enhance the government's accountability;
- Schedule 2.1 (a) (iii) inform the community of the government's operations, including the policies, guidelines and code of conduct followed by the government in its dealings with members of the community;
- Schedule 2.1 (a) (iv) ensure effective oversight of expenditure of public funds;
- Schedule 2.1 (a) (viii) the release of the document could be expected reveal the reason for the government decision as well as any background or contextual information that informed the decision.

### Public Interest Factors Favouring Non-Disclosure

The following factors were considered relevant in favour of the non-disclosure of the documents:

- Schedule 2.2 (a) (ii) prejudice the protection of an individual's right to privacy or any other right under the *Human Rights Act 2004*;
- Schedule 2.2 (a) (xi) prejudice trade secrets, business affairs or research of an agency or person.

On balance, I determined that the public interest would not be advanced by being provided with this personal, sensitive and commercial in-confidence information contained in meeting minutes and the evaluation documents of the hoarding trial.

### Charges

Processing charges are not applicable to this request.



**ACT Health**

### **Disclosure Log**

Under section 28 of the FOI Act, AHD maintains an online record of access applications called a disclosure log. The scope of your access application, my decision and documents released to you will be published in the disclosure log not less than three days but not more than 10 days after the date of this decision. Your personal contact details will not be published.

<https://www.health.act.gov.au/about-our-health-system/freedom-information/disclosure-log>.

### **Ombudsman review**

My decision on your access request is a reviewable decision as identified in Schedule 3 of the FOI Act. You have the right to seek Ombudsman review of this outcome under section 73 of the Act within 20 working days from the day that my decision is published in ACT Health's disclosure log, or a longer period allowed by the Ombudsman.

If you wish to request a review of my decision you may write to the Ombudsman at:

The ACT Ombudsman  
GPO Box 442  
CANBERRA ACT 2601  
Via email: [ACTFOI@ombudsman.gov.au](mailto:ACTFOI@ombudsman.gov.au).

### **ACT Civil and Administrative Tribunal (ACAT) review**

Under section 84 of the Act, if a decision is made under section 82(1) on an Ombudsman review, you may apply to the ACAT for review of the Ombudsman decision. Further information may be obtained from the ACAT at:

ACT Civil and Administrative Tribunal  
Level 4, 1 Moore St  
GPO Box 370  
Canberra City ACT 2601  
Telephone: (02) 6207 1740  
<http://www.acat.act.gov.au/>

### **Further assistance**

Should you have any queries in relation to your request, please do not hesitate to contact the FOI Coordinator on (02) 5124 9831 or email [HealthFOI@act.gov.au](mailto:HealthFOI@act.gov.au).

Yours sincerely

A handwritten signature in black ink, appearing to read "C Barr".

Conrad Barr  
Executive Branch Manager  
Health Protection Services

6 November 2019



## FREEDOM OF INFORMATION REQUEST SCHEDULE

Please be aware that under the *Freedom of Information Act 2016*, some of the information provided to you will be released to the public through the ACT Government's Open Access Scheme. The Open Access release status column of the table below indicates what documents are intended for release online through open access.

Personal information or business affairs information will not be made available under this policy. If you think the content of your request would contain such information, please inform the contact officer immediately.

Information about what is published on open access is available online at: <http://www.health.act.gov.au/public-information/consumers/freedom-information>

NAME	WHAT ARE THE PARAMETERS OF THE REQUEST	File No
[REDACTED]	<i>"documents created in relation the 2019 trial of hoarding support services in the ACT funded by ACT Health. I apply for access to records of planning documents, strategy outlines, briefings to senior Government executives and/or the Minister's Office as well as documentation about the evaluation and outcomes of the trail. I do not wish to receive personal information of the participants of the trail."</i>	<b>FOI19/56</b>

Ref No	No of Folios	Description	Date	Status	Reason for non-release or deferral	Open Access release status
1.	1-2	Hoarding Case Management Group (HCMG) – Meeting Agenda	16/10/2018	Partial release	Schedule 2.2(a)(ii) prejudice the protection of an individual's right to privacy or any other right under the <i>Human Rights Act 2004</i> ;	Yes



<b>2.</b>	<b>3-38</b>	Email- FW:2018 5418- Engaging a not for profit to review hoarding with attachments: <ul style="list-style-type: none"> <li>• Request for Quote template</li> <li>• Evaluation Form template</li> <li>• Deed of Confidentiality and Conflict of Interest – Non-ACT Public Servants template</li> <li>• Procurement Minute template</li> <li>• Purchase Request for Nonstock Goods and Services template</li> </ul>	30/10/2018	Full release		Yes
<b>3.</b>	<b>39-45</b>	Email – Draft request for quote with attachment: RFQ HASS Draft	6/11/2018	Partial release	Schedule 2.2(a)(ii)	Yes
<b>4.</b>	<b>46-52</b>	Email – HCMG – Seeking comment on RFQ with attachment: RFQ HASS 1 Draft 20181105	6/11/2018	Partial release	Schedule 2.2(a)(ii)	Yes
<b>5.</b>	<b>53-54</b>	Email – HCMG – Seeking comment on RFQ	7/11/2018	Partial release	Schedule 2.2(a)(ii)	Yes
<b>6.</b>	<b>55-61</b>	Action Memo with attachment: RFQ	12/11/2018	Partial release	Schedule 2.2(a)(ii)	Yes
<b>7.</b>	<b>62-70</b>	Email – Procurement Evaluation Panel – HASS with attachments: RFQ HASS 1 Draft 20181112, Deed of Confidentiality; Quotation Evaluation Team Responsibilities, Evaluation Buying GS (at reference 2)	13/11/2018	Partial release	Schedule 2.2(a)(ii)	Yes
<b>8.</b>	<b>71-72</b>	Confidentiality and Conflict of Interest Undertaking – Craig Cannon	13/11/2018	Partial release	Schedule 2.2(a)(ii)	Yes
<b>9.</b>	<b>73-92</b>	Email - 2018 5418 – Engaging a not for profit hoarding with attachments: RFQ HASS 1 (at reference 4), Evaluation Buying GS (at reference 2), Procurement Minute, Short	14/11/2018	Partial release	Schedule 2.2(a)(ii)	Yes

		Form Contract template, Contracts Register Notification V2 template				
<b>10.</b>	<b>93-99</b>	Email- HPE CM: Request for Quote- Hoarding Advocacy Support Services (HASS) with attachment: RFQ HASS Final – Non-government Organisation (NGO) 1	15/11/2018	Partial release	Schedule 2.2(a)(ii)	Yes
<b>11.</b>	<b>100</b>	Email- HPE CM: Request for Quote- Hoarding Advocacy Support Services (HASS) with attachment: RFQ HASS Final – Non-government Organisation (NGO) 2 (attachment at reference 10)	15/11/2018	Partial release	Schedule 2.2(a)(ii)	Yes
<b>12.</b>	<b>101</b>	Email- HPE CM: Request for Quote- Hoarding Advocacy Support Services (HASS) with attachment: RFQ HASS Final – Woden Community Service (WCS) (attachment at reference 10)	15/11/2018	Partial release	Schedule 2.2(a)(ii)	Yes
<b>13.</b>	<b>102-106</b>	Email- RE: Returned for further action – min18/1477 – with attachments: Advisory Brief for Minister for Health and Wellbeing- Insanitary conditions and WCS- Nov 2018 2	16/11/2018	Partial release	Schedule 2.2(a)(ii)	Yes
<b>14.</b>	<b>107</b>	Email – Re: request for quote	19/11/2018	Partial release	Schedule 2.2(a)(ii)	Yes
<b>15.</b>	<b>108-109</b>	Confidentiality and Conflict of Interest Undertaking – Adam Duffy	19/11/2018	Partial release	Schedule 2.2(a)(ii)	Yes
<b>16.</b>	<b>110-121</b>	Action Memo with Media dot points	23/11/2018	Full release	Schedule 2.2(a)(ii)	Yes
<b>17.</b>	<b>122-125</b>	Email – CT enquiry HASS with attachments: voice mail (not available), RFQ HASS Final (at reference 10)	26/11/2018	Partial release	Schedule 2.2(a)(ii)	Yes
<b>18.</b>	<b>126-128</b>	Email – Priority – FW: HASS Procurement Talking Points with attachment: Media Talking Points	27/11/2018	Partial release	Schedule 2.2(a)(ii)	Yes

<b>19.</b>	<b>129-131</b>	Email- FW: Revised talking points with attachment: Media Talking Points- HASS	27/11/2018	Full release		Yes
<b>20.</b>	<b>132-136</b>	Email- RE: Media Enquiry: Public Housing Renewal Program relocation	27/11/2018	Partial release	Schedule 2.2(a)(ii)	Yes
<b>21.</b>	<b>137-143</b>	Email- Re: ACT Health Daily Media Report – Tues 27 Nov 2018	28/11/2018	Partial release	Schedule 2.2(a)(ii)	Yes
<b>22.</b>	<b>144-160</b>	Email- RFG Hoarding Advocacy Support Services- NGO 2 with attachment: NGO 2 RFQ 2018 11 30	30/11/2018	Partial release	Schedule 2.2(a)(ii) Schedule 2.2(a)(xi) prejudice trade secrets, business affairs or research of an agency or person;	Yes
<b>23.</b>	<b>161-177</b>	Email- Woden Community Service (WCS) HASS RFQ Application with attachment: WCS RFQ HASS Final	3/12/2018	Partial release	Schedule 2.2(a)(ii) Schedule 2.2(a)(xi)	Yes
<b>24.</b>	<b>178-183</b>	Meeting invitation- Evaluation HASS Quotes with attachments: NGO 2 quote (at reference 22), WCS quote (at reference 23), Evaluation form (draft)	7/12/2018	Partial release	Schedule 2.2(a)(ii)	Yes
<b>25.</b>	<b>184-192</b>	Email- HASS evaluation panel report with attachment: Evaluation Buying GS (draft with scores)	10/12/2018	Partial release	Schedule 2.2(a)(ii)	Yes
<b>26.</b>	<b>193</b>	Email- HASS procurement	11/12/2018	Partial release	Schedule 2.2(a)(ii)	Yes
<b>27.</b>	<b>194</b>	Action Memo	12/11/2018	Partial release	Schedule 2.2(a)(ii)	Yes
<b>28.</b>	<b>195-200</b>	Evaluation Form- NGO 1, NGO 2, WCS		Partial release	Schedule 2.2(a)(ii) Schedule 2.2(a)(xi)	Yes



29.	201	Email- Email to Patrick Henry for Procurement of Hoarding Advocacy Support Services	19/12/2018	Full release		Yes
30.	202-203	Email- FW: Quality and Heath Act documents	21/12/2018	Full release		Yes
31.	204	Email- FW: Funds transfer	11/01/2019	Full release		Yes
32.	205	Email- RE: HCMG paper	22/01/2019	Partial release	Schedule 2.2(a)(ii)	Yes
33.	206-210	Email- FW: 2018 5418 – Engaging a not for profit hoarding	24/01/2019	Partial release	Schedule 2.2(a)(ii)	Yes
34.	211-212	Email- RE: Funds transfer	25/01/2019	Full release		Yes
35.	213-223	Email- RE: 2018 5418 – Engaging a not for profit hoarding with attachments: Procurement package, Purchase Request for Nonstock Goods and Services, NGO 2 quote (at reference 22), WCS quote (at reference 23), Evaluation form (at reference 28)	29/01/2019	Partial release	Schedule 2.2(a)(ii) Schedule 2.2(a)(xi)	Yes
36.	224-225	Email- Fwd: Handover	31/01/2019	Partial release	Schedule 2.2(a)(ii) Out of scope	Yes
37.	226-241	Email- HCMG this Thursday – Hoarding Case Management Group with attachments: 14 February 2019 Meeting papers – agenda, minutes from 16/10/18, agenda item 6.1	11/02/2019	Partial release	Schedule 2.2(a)(ii)	Yes
38.	242-243	Email- Re: Hoarding Advocacy Support Service Procurement	14/02/2019	Partial release	Schedule 2.2(a)(ii)	Yes
39.	244-253	Email- FW: Ref 2018 5418 – Procurement for Hoarding Advocacy Support Services with attachments: Short Form Contract (not signed), WCS RFQ Response (at reference 23)	20/02/2019	Partial release	Schedule 2.2(a)(ii) Schedule 2.2(a)(xi)	Yes
40.	254-265	Emails- 2018 5418 – Procurement for Hoarding Advocacy Support Services for ACT Health Directorate – 2019 with	20/02/2019	Partial release	Schedule 2.2(a)(ii)	Yes

		attachment: WCS RFQ Response (at reference 23), Procurement Package COR19/2144- signed by Conrad Barr, Signed Purchase Request for Nonstock Goods and Services,			Schedule 2.2(a)(xi)	
<b>41.</b>	<b>266-269</b>	Email- Fwd: HASS Procurement	21/02/2019	Partial release	Schedule 2.2(a)(ii)	Yes
<b>42.</b>	<b>270-278</b>	Email- Draft Minutes from HCMG 14 Feb with attachment: Draft Minutes 14/02/2019	25/02/2019	Partial release	Schedule 2.2(a)(ii)	Yes
<b>43.</b>	<b>279-280</b>	Email- RE: HASS Procurement	25/02/2019	Partial release	Schedule 2.2(a)(ii)	Yes
<b>44.</b>	<b>281-284</b>	Email- Re: Reference 2018 5418 – Procurement for Hoarding Advocacy Support Services for ACT Health Directorate – 2019 with attachment: Short Form Contract (at reference 39)	25/02/2019	Partial release	Schedule 2.2(a)(ii)	Yes
<b>45.</b>	<b>285-286</b>	Email- HASS draft contract and purchase order with attachments: Purchase Order H1927048, Short Form Contract (at reference 39)	26/02/2019	Partial release	Schedule 2.2(a)(ii)	Yes
<b>46.</b>	<b>287-289</b>	Email- RE: HASS draft contract and purchase order	7/03/2019	Partial release	Schedule 2.2(a)(ii)	Yes
<b>47.</b>	<b>290-291</b>	Email- RE: HASS commencement discussion- WCS	8/03/2019	Partial release	Schedule 2.2(a)(ii)	Yes
<b>48.</b>	<b>292-302</b>	Email- RE: HCMG OoS risk ranking for HASS including Draft Case Management Risk Assessment March 2019	14/03/2019	Partial release	Schedule 2.2(a)(ii)	Yes
<b>49.</b>	<b>303-305</b>	Email- RE: HASS commencement discussion- WCS including meeting invitation	18/03/2019	Partial release	Schedule 2.2(a)(ii)	Yes
<b>50.</b>	<b>306</b>	Hoarding Advocacy Support Services- meeting agenda and papers including Draft Case Management Risk Assessment March 2019 (at reference 48)	18/03/2019	Full release		Yes

51.	307-352	Handwritten meeting notes	2018-2019	Partial release	Schedule 2.2(a)(ii)	Yes
52.	353-355	Email- HCMG for action OoS – update on outcomes of the HCMG meeting on 14 Feb 2019 including Case Management Risk Assessment March 2019	19/03/2019	Partial release	Schedule 2.2(a)(ii)	Yes
53.	356-367	Emails- HASS purchase order and signed contract with attachments: Short Form Contract (signed)	19/03/2019	Partial release	Schedule 2.2(a)(ii)	Yes
54.	368-369	Email- HCMG for action OoS – update on outcomes of the HCMG meeting on 14 Feb 2019	19/03/2019	Partial release	Schedule 2.2(a)(ii)	Yes
55.	370-372	Email- RE: Disclosure agreement for HASS project	21/03/2019	Partial release	Schedule 2.2(a)(ii)	Yes
56.	373-385	Emails- HCMG for action OoS – update on outcomes of the HCMG meeting on 14 Feb 2019	March 2019	Partial release	Schedule 2.2(a)(ii)	Yes
57.	386-387	Email- RE: HASS	27/03/2019	Partial release	Schedule 2.2(a)(ii)	Yes
58.	388-389	Email- RE: HASS First Payment	27/03/2019	Partial release	Schedule 2.2(a)(ii)	Yes
59.	390-392	Email- FW: invoice INV 1041 from WCS with attachment: Tax Invoice 1 <sup>st</sup> Payment for HASS RFQ 2018 5418 \$30,000	27/03/2019	Partial release	Schedule 2.2(a)(ii)	Yes
60.	393-394	Email- FW: Funds transfer	27/03/2019	Full release		Yes
61.	395-396	Email- FW: invoice INV 1041 from WCS with attachment: Tax Invoice (at reference 59)	28/03/2019	Partial release	Schedule 2.2(a)(ii)	Yes
62.	397-400	Email- Re: reference 2018 5418 – Procurement for Hoarding Advocacy Support Services for ACT Health Directorate with attachment Short Form Contract (signed) (at reference 53)	1/04/2019	Partial release	Schedule 2.2(a)(ii)	Yes



63.	401-402	Meeting invitation- Advice- disclosure agreements with NGO with attachments: Short Form Contract (signed) (at reference 53), WCS consent form information sheet	3/04/2019	Full release		Yes
64.	403-404	File note- information disclosure for HASS	3/04/2019	Partial release	Schedule 2.2(a)(ii) Schedule 2.2(a)(xi)	Yes
65.	405-407	Summary of HASS Trial: Final Report (prepared by HPS)		Partial release	Schedule 2.2(a)(ii)	Yes
66.	408-409	Email- RE: participant, HASS project	4/04/2019	Partial release	Schedule 2.2(a)(ii)	Yes
67.	410	Email- text	9/04/2019	Full release		Yes
68.	411-412	Email- RE: call	9/04/2019	Partial release	Schedule 2.2(a)(ii)	Yes
69.	413-415	Email- Info for Access Canberra to advise Minister Ramsay re hoarding	9/04/2019	Partial release	Schedule 2.2(a)(ii)	Yes
70.	414-416	Email- FW: Advice on process please	12/04/2019	Partial release	Schedule 2.2(a)(ii)	Yes
71.	417-421	Email: RE: Directorate input – Hoarding case management	12/04/2019	Partial release	Schedule 2.2(a)(ii)	Yes
72.	422-431	HCMG- Meeting papers including agenda 16 April, minutes from 14 Feb and action items	16/04/2019	Partial release	Schedule 2.2(a)(ii)	Yes
73.	432-433	Email- RE: HASS blurb for signature block and Linked In	17/04/2019	Partial release	Schedule 2.2(a)(ii)	Yes
74.	434-436	Email- FW: Hoarding Case Management group funding	14/05/2019	Partial release	Schedule 2.2(a)(ii)	Yes
75.	437-439	Email- Re: HASS project	16/05/2019	Partial release	Schedule 2.2(a)(ii)	Yes
76.	440-441	Email- RE: HASS contract and brokerage	17/05/2019	Partial release	Schedule 2.2(a)(ii)	Yes
77.	442	Email- Staff survey for HASS Project	30/05/2019	Partial release	Schedule 2.2(a)(ii)	Yes

<b>78.</b>	<b>443-444</b>	Email- RE: HASS with attachment: Case Management Risk Assessment March 2019 9 (at reference 52)	5/06/2019	Partial release	Schedule 2.2(a)(ii)	Yes
<b>79.</b>	<b>445-448</b>	Email- RE: CHS input to QON 2555 – input required	17/06/2019	Partial release	Schedule 2.2(a)(ii)	Yes
<b>80.</b>	<b>449</b>	Email- FW: HASS First Payment with attachment: Purchase Order (at reference 59)	18/06/2019	Partial release	Schedule 2.2(a)(ii)	Yes
<b>81.</b>	<b>450-459</b>	Email- FW: HCMG next Tuesday with attachment: agenda 25 June and draft minutes 16 April	18/06/2019	Partial release	Schedule 2.2(a)(ii)	Yes
<b>82.</b>	<b>460-462</b>	Email- FW: HASS Trial Stakeholder survey questions with attachment: Stakeholder survey list p462	21/06/2019	Partial release	Schedule 2.2(a)(ii)	Yes
<b>83.</b>	<b>463</b>	Email- FW: Change to littering legislation will impact HASS trial	24/06/2019	Partial release	Schedule 2.2(a)(ii)	Yes
<b>84.</b>	<b>464-476</b>	Email- FW: HCMG next Tuesday with attachments: WCS PowerPoint Presentation and HASS Trial handout	25/06/2019	Partial release	Schedule 2.2(a)(ii)	Yes
<b>85.</b>	<b>477-482</b>	Email- FW: Emailing MIN 19-673 – cover sheet for Advisory Note -signed by Ag EBM HPS	26/06/2019	Partial release	Schedule 2.2(a)(ii)	Yes
<b>86.</b>	<b>483</b>	Email- RE: Update on HASS presentation	27/06/2019	Partial release	Schedule 2.2(a)(ii)	Yes
<b>87.</b>	<b>484-485</b>	Emails- HASS Evaluation Survey	28/06/2019	Full release		Yes
<b>88.</b>	<b>486</b>	Email- email to HCMG members with attachment: HCMG handout (at reference 84)	4/07/2019	Full release		Yes
<b>89.</b>	<b>487-493</b>	Email- Minutes – HCMG with attachment: draft minutes 25 June	9/07/2019	Partial release	Schedule 2.2(a)(ii)	Yes

90.	494-498	Email- RE: HASS Survey Monkey Draft	15/07/2019	Partial release	Schedule 2.2(a)(ii)	Yes
91.	499-500	Email- RE: HASS update	15/07/2019	Partial release	Schedule 2.2(a)(ii)	Yes
92.	501	Email- Reminder: HASS Evaluation Survey	16/07/2019	Full release		Yes
93.	502	Email- FW: Link to HASS trial results from survey monkey	23/07/2019	Partial release	Schedule 2.2(a)(ii)	Yes
94.	503-504	Email- FW: Request for HPS input into the HASS report	24/07/2019	Partial release	Schedule 2.2(a)(ii)	Yes
95.	505	Email- Follow up meeting about the process of the HASS trial	25/07/2019	Partial release	Schedule 2.2(a)(ii)	Yes
96.	506-524	Emails- FW: HASS trial final report with attachment: Final Report 18 March – 30 June 2019	1/08/2019	Partial release	Schedule 2.2(a)(ii)	Yes
97.	525-529	Email- FW: reference 2018 5418 – Procurement for HASS for ACT Health Directorate – 2019 (attachment at reference 53)	7/08/2019	Partial release	Schedule 2.2(a)(ii)	Yes
98.	530-533	Emails- Summary of HASS final report with attachment: Summary prepared by HPS	8/08/2019	Full release		Yes
99.	534-536	Email- RE: HASS trial final report	9/08/2019	Partial release	Schedule 2.2(a)(ii)	Yes
100.	537	Email- HASS final report for HCMG consideration 20 August with attachment: Final Report 18 March – 30 June 2019 (at reference 96)	12/08/2019	Full release		Yes
101.	538	Email- HCMG for action – HASS trial final report with attachment: Final Report 18 March – 30 June 2019 (at reference 96)	12/08/2019	Full release		Yes



102.	539-546	Email- Agenda for HCMG next Tuesday with attachments: agenda 20 Aug and draft minutes 25 June	13/08/2019	Partial release	Schedule 2.2(a)(ii)	Yes
103.	547-550	Email- FW: Hoarding media lines – for urgent clearance with attachment: Media lines	14/08/2019	Partial release	Schedule 2.2(a)(ii)	Yes
104.	551-553	Email- RE: ACT Hoarding Services	15/08/2019	Partial release	Schedule 2.2(a)(ii)	Yes
105.	554-562	Emails- RE: CM Weekly Brief	20/08/2019	Full release		Yes
106.	563-564	2019-20 Budget: Concept Brief		Not for release	Schedule 1, 1.6 Cabinet information	No
107.	565-606	MIN18/1477 including Advisory Notes, Caveat Briefs and emails	2019	Partial release	Schedule 2.2(a)(ii)	Yes
108.	607-613	COR19/2144 with attachments: RFQ responses from NGO 2 and WCS (at reference 22 and 23), Evaluation form (at reference 28)	Jan- Feb 2019	Partial release	Schedule 2.2(a)(ii) Schedule 2.2(a)(xi)	Yes
109.	614-626	Ministerial Brief- Options for a whole of government approach to manage all types of hoarding in the ACT and letter to Attorney-General	Sept 2018	Full release		Yes
<b>Total No of Docs</b>						
109.						



██████████ – Secretariat to share the video of this property with Access Canberra.	Secretariat	Complete
██████████ – TCCS to invite the HPS to attend the next time they visit the property.	Sean Sloan	Complete. For further discussion at item 5.7

#### 4. Endorsement of meeting minutes from 9 August 2018

#### 5. Membership – Waste Management TCCS

#### 6. Update on current hoarding incidents

- 6.1. ██████████ – Andrew Stedman
- 6.2. ██████████ – Sean Sloan/ Ben Green
- 6.3. ██████████ – Ben Green
- 6.4. ██████████ – Michelle McGaurr/ Lee-Anne Rogers
- 6.5. ██████████ – Wayne Shaw
- 6.6. ██████████ – Sean Sloan
- 6.7. ██████████ – Michelle

#### 7. New Business

- 7.1. Budget process – funding for Non-Government Organisation support services

#### 8. Action Items, Next Meeting and venue

Next meeting: 13 December 2018

2.30pm - 4.30pm

Health Protection Service, 25 Mulley St Holder



## Pond, Aleks (Health)

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**From:** Christensen, Tory (Health)  
**Sent:** Tuesday, 30 October 2018 1:49 PM  
**To:** Kelly, Chris (Health)  
**Subject:** FW: 2018 5418 - Engaging a not-for-profit to review hoarding [SEC=UNCLASSIFIED]  
**Attachments:** Request-for-Quote-Services.docx; Evaluation-Buying-GS.docx; Quotation-Evaluation-Team-Responsibilities.docx; Deed\_of\_Confidentiality Non- Public Sector signatories.doc; Deed-Confidentiality-Public-Servants.doc; ACT Health Procurement Minute Package B - March 2018.docx

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Hi Chris,

This is as far as I got with the procurement.

Regards,

Tory Christensen | Policy Officer, Environmental Health Policy and Projects  
 Phone: 02 6207 6253 | Email: [tory.christensen@act.gov.au](mailto:tory.christensen@act.gov.au)  
 Health Protection Service | Population Health Protection and Prevention | ACT Health | ACT Government  
 25 Mulley Street, Holder ACT 2611 | [health.act.gov.au/hps](http://health.act.gov.au/hps)

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**From:** McDonald, Louise (Health)  
**Sent:** Monday, 22 October 2018 3:13 PM  
**To:** Christensen, Tory (Health) <[Tory.Christensen@act.gov.au](mailto:Tory.Christensen@act.gov.au)>  
**Subject:** 2018 5418 - Engaging a not-for-profit to review hoarding [SEC=UNCLASSIFIED]

Hello Tory

I have registered this procurement and the reference number is 2018 5418, please use this reference in all correspondence relating to this procurement.

As this procurement is for \$150,000 Including GST, you will need to do a procurement package B and seek three (3) quotes.

### NEXT STEPS:

- Prepare the RFQ using the attached template and return to me for review prior to sending to the three (3) or more suppliers.
- Ask all the people on the evaluation team to complete the attached Deed of Confidentiality.
- Once you have received the responses, evaluate them using the attached evaluation form (I have also attached a document outlining the Evaluation Team responsibilities for your reference).
- After you have evaluated the responses, complete the attached procurement package B and send all documents to me for review (please ensure you quote the procurement reference number).
- I will review and seek Strategic Procurement endorsement and once endorsed return to you and advise of the next steps to progress.

If you would like to discuss this further do not hesitate to contact me.

Warm regards  
Louise

Louise McDonald | Acting Procurement Coordinator  
Strategic Procurement  
ACT Health Directorate  
Level 4, 2 to 6 Bowes Street, Phillip, ACT 2606 | [act.gov.au](http://act.gov.au)  
Phone: 02 6207 9048 | Email: [louise.mcdonald@act.gov.au](mailto:louise.mcdonald@act.gov.au)

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**From:** Christensen, Tory (Health)  
**Sent:** Thursday, 18 October 2018 11:02 AM  
**To:** McDonald, Louise (Health) <[Louise.McDonald@act.gov.au](mailto:Louise.McDonald@act.gov.au)>  
**Subject:** Engaging a not-for-profit [SEC=UNCLASSIFIED]

Hi Louise,

I was hoping to organise a time to discuss some procurement work that I will need to start organising.

We have secured internal funding to hire a not-for-profit organisation to do some work for use. The amount is \$150,000.

Could you explain how procurement works in ACT Health and where the best place to start is?

Hope to hear from you soon,

**Tory Christensen | Senior Policy Officer, Environmental Health Policy and Projects**  
Phone: 02 6207 6253 | Email: [tory.christensen@act.gov.au](mailto:tory.christensen@act.gov.au)  
**Health Protection Service | Population Health Protection and Prevention | ACT Health | ACT Government**  
25 Mulley Street, Holder ACT 2611 | [health.act.gov.au/hps](http://health.act.gov.au/hps)

## Goods and Services

### REQUEST FOR QUOTE (Services) under \$200,000

#### REQUEST FOR QUOTE INFORMATION

The Territory as represented by the Select your directorate would like to invite insert supplier's name to respond to this request for quotation (RFQ).

This RFQ comprises:

- [Schedule 1 – Statement of Requirement](#)
- [Schedule 2 – Supplier Quotation](#)
- [Schedule 3 – Special Conditions](#) (if any)
- [Attachment A – RFQ Definitions](#)
- The [Territory's Standard Terms and Conditions of Quotation](#) located on the [Tenders ACT website](#).

#### SCHEDULE 1 – STATEMENT OF REQUIREMENT

<b>RFQ Title:</b>	<b>Insert RFQ Title</b>	<b>RFQ Number (if applicable)</b>	Insert RFQ Number
Directorate:	Select your directorate	Section/Business Unit:	Insert your section/business unit
Date Issued:	Click here to enter a date	Closing Date:	Click here to enter a date
Referees Requested:	Choose an item	Closing Time:	Insert RFQ closing time
Territory Contact Officer:	For all matters relating to this RFQ contact: Insert full name, phone number and email	Supplies Required by:	Click here to enter a date
Lodgement method:	Quotations should be lodged with insert name and/or position title of the person receiving the quotation and the email address where the quotations are to be lodged. Also specify the format for the quotes e.g. MS Word, PDF etc. by the closing time and closing date specified above. <b>Please note:</b> due to system restrictions responses cannot exceed one file and 3MB.		
Questions	Any questions relating to this RFQ should be address to insert contact officer and emailed to insert email address for questions.		

#### The Requirement

Item	Details
Description of Requirement:	Insert description of your requirement. Be specific. The more information you give the supplier the better able they will be to respond.
Background Information:	Include and background information that may assist the supplier in providing a quote.
Delivery Information:	Ensure the time allowed for preparing the quotation is appropriate for the requirement. There is no minimum timeframe applicable. Insert the date and time in Canberra local time and include delivery address and instructions for goods.
Standards and Best Practice:	Insert any applicable standards e.g. chairs may be required to comply with certain OH&S standards or reports may need to be provided in a particular format.

**SCHEDULE 2 – QUOTATION****Respondent's Details**

Full legal name:	Insert your full legal or company name.
Registered office or postal address:	Insert your registered office address or postal address.
ACN/ARBN (if applicable):	Insert your ACN or ARBN if applicable.
ABN (if applicable):	Insert your ABN if applicable.

**Contact Officer**

For all matters relating to this RFQ, including any notices, the Respondent's contact officer will be:

Name or position title:	Insert the name or position title of the contact officer.
Work:	Insert the work contact number for the contact officer.
Mobile:	Insert a contact mobile number if applicable.
Email:	Insert an email address for the contact officer.

**IMPORTANT:** The ACT Government has implemented the **Canberra Region Local Industry Participation Policy (LIPP)** to ensure competitive local businesses are given every opportunity to compete to bid for government contracts. Please indicate if your business is an SME or a local business to assist the purchasing officer fulfil their requirements. Definitions are available in Attachment A. This is not part of the Assessment Criteria.

Is your business a Small to Medium Enterprise?	Choose an item.
Is your business a local business; i.e. located in the Canberra Region?	Choose an item.

This Request for Quotation will be assessed against the following Assessment Criteria.

Insert Assessment Criteria

Evaluation of your quote will be based on value for money (e.g. capacity, capability and budget/costs). When completing this RFQ ensure your response covers these areas.

Insert your description of how you will meet the Territory's requirements as set out in Schedule 1. Include details of products/services and your capacity to deliver against the requirements.

**Prices for Services**

Make sure you include the following for each service requirement:

- Task
- Milestone deliverable (if applicable)
- Milestone delivery date (if applicable)
- Payment schedule excluding GST
- Payment schedule GST component
- Payment schedule including GST

Also include the total costs broken down into:

- Total GST Exclusive
- Total GST
- Total GST inclusive

**Insurance Details**

The Supplier must effect and maintain, for the Term, all insurances required to be effected by it by law and the following insurances:

- Public liability insurance in the amount of \$10 million in the aggregate
- Product liability insurance in the amount of \$10 million in the aggregate

- Professional indemnity insurance in the amount of \$10 million in the aggregate

If required by the Territory, the Supplier must provide evidence of the above insurance.

### Specified Personnel (delete if not applicable)

Note: Rate's must be in Australian dollars, and include any duty payable.

Make sure you include the following information for each specified personnel:

- Name
- Position or Role
- Rate excluding GST
- Rate including GST
- Anticipated time
- Total of person
- Current level of security clearance

Also include the total costs for all personnel broken down into:

- Total GST Exclusive
- Total GST
- Total GST inclusive

### Subcontractors (delete if not applicable)

Make sure you include the following information for each subcontractor:

- Legal name and ABN/ACN
- Scope of work to be subcontracted and technical specifications
- Fees and associated expenses excluding GST
- Fees and associated expenses including GST

### Referees (delete if not applicable)

If referees have been requested in Schedule 1 make sure you provide the following information for each referee:

- Name
- Position/Company
- Phone Number
- Email Address

## SCHEDULE 3 – SPECIAL CONDITIONS OF QUOTATION

**i** For many requirements it will not be necessary to specify any special conditions. However, some directorates have developed a range of special conditions (e.g. directorate specific security requirements).

Insert any additional information here if applicable.

## RESPONDENT DECLARATION

**i** I/We quote to provide the Supplies described in the RFQ at the GST inclusive prices specified in the Quotation.

I/We undertake to provide evidence of insurance policies if selected as the preferred Respondent prior to entering into a contract with the Territory.

I/We declare I/We have sighted and agree to the Territory's Standard Terms and Conditions of Quotation (located on the Tenders ACT website), and any Special Conditions of RFQ at Schedule 3.

*I/We declare that all information required by the General Conditions of RFQ has been included in our Quotation.*

Prior to signing ensure you have the legal authority to be a signatory for this quote.

**NB: physical signatures are not required for this document. Complete the information and return electronically to the email address provided in [Schedule 1](#).**

Signatory's Full Printed Name:	Insert your full name.	Signatory's Title/Position:	Insert your position or title.
Signatory's Phone Number:	Insert your phone number, including area code.	Signatory's email address:	Insert your email address.
Date:	Click here to enter a date.		

**ATTACHMENT A - DEFINITIONS**

The following definitions apply to this RFQ:

<b>Assessment Criteria</b>	the criteria by which a quotation will be evaluated, set out in Schedule 2 – Quotation.
<b>Quotation</b>	means a quotation lodged by a respondent in response to an RFQ.
<b>Respondent</b>	means the legal entity that submits a quotation.
<b>Supplies</b>	means the goods, services or goods and services specified in Schedule 1 of this RFQ, and includes all incidental goods and services that are reasonably necessary to allow the Territory to use and understand the supplies to their full benefit.
<b>Territory</b>	when used in a geographical sense, means the Australia Capital Territory, when used in any other sense, the body politic established under the <i>Australian Capital Territory (Self-Government) Act 1988</i> (Cth).
<b>Small to Medium Enterprise (SME)</b>	means a business that has fewer than 200 full time employees or equivalent (FTEs). This is different to ACT Government's old definition of a Regional SME, which was a combination of an SME and a business located in the Canberra Region.
<b>Local Business</b>	means a business located within the Canberra Region is a business that is registered or has an office in the ACT or a set of surrounding NSW Shire Councils including; Bega Valley, Eurobodalla, Goulburn Mulwaree, Hilltops, Queanbeyan-Palerang, Snowy Monaro, Upper Lachlan, Yass Valley, (refer to CBRJO).



## Buying Goods and Services EVALUATION FORM

### Evaluation

**i** Before you send your purchase to your delegate for approval you will need to complete the general information section of the evaluation as well as complete the evaluation criteria.

#### General Information

Purchase for:	Insert title or information relating to your purchase	RFQ Number:	Insert RFQ Number
Directorate:	Select your directorate	Section/Business Unit:	Insert the section or business unit the purchase is for
RFQ Type:	Select RFQ type	Referees Requested:	<input type="checkbox"/> Yes <input type="checkbox"/> No
Date of RFQ Issue:	Click here to enter a date	RFQ Closing Date:	Click here to enter a date

#### Suppliers

**i** Once you have received your responses complete the supplier information followed by the evaluation criteria assessment and scoring. If you are using a single select only fill in the information for your selected suppliers.

**All fields are mandatory.**

Company Name:	Insert company name	Supplier Responded:	<input type="checkbox"/> Yes <input type="checkbox"/> No
ABN / ACN :	Insert ABN / ACN	Response saved to G Drive:	<input type="checkbox"/> Yes <input type="checkbox"/> No
Business Address:	Insert business address	Contact Phone:	Insert phone include area code
Contact Person:	Insert contact name	Contact Email:	Insert email address

Company Name:	Insert company name	Supplier Responded:	<input type="checkbox"/> Yes <input type="checkbox"/> No
ABN / ACN :	Insert ABN / ACN	Response saved to G Drive:	<input type="checkbox"/> Yes <input type="checkbox"/> No
Business Address:	Insert business address	Contact Phone:	Insert phone include area code
Contact Person:	Insert contact name	Contact Email:	Insert email address

Company Name:	Insert company name	Supplier Responded:	<input type="checkbox"/> Yes <input type="checkbox"/> No
ABN / ACN :	Insert ABN / ACN	Response saved to G Drive:	<input type="checkbox"/> Yes <input type="checkbox"/> No
Business Address:	Insert business address	Contact Phone:	Insert phone include area code

Contact Person:	Insert contact name	Contact Email:	Insert email address
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## Evaluation Criteria

**i** Before you send out your RFQ you need to have determined your evaluation approach, this will help you achieve best value for money. You will need to assess each quote against the same predetermined criteria. There are three recommended criteria which cover:

1. *Capability; can the supplier meet the requirements*
2. *Capacity; can it be delivered/produced within the timeframe*
3. *Affordability; is it within your budget or cost expectations*

While the three recommended criteria are sufficient to evaluate your quotes, you may wish to add extra criteria to assist in determining a recommended supplier. Considerations may include:

- *Social Procurement; social, ethical and community considerations*
- *Supplier's experience and personnel*
- *Innovation*
- *Warranties and guarantees*
- *Communication, reporting and quality assurance*

Please remember that in evaluating supplier's responses risk should be considered as part of the score; for example, is there valuable information missing from the quote? Are there possible probity issues?

**Value for money** is generally assessed as the provision of goods and services at the optimum price and quality over an acceptable timeframe with due regard to whole of life costs and an acceptable level of risk. **For example,** a quote may come in considerably higher than another however the supplier has an excellent reputation for running community engagement projects. Just because the price is lower does not mean that a quote represents good value for money.

**IMPORTANT** -The ACT Government is committed to providing regional Small to Medium Enterprises (SMEs) with opportunities to win business. Giving the status of SMEs additional consideration is mandatory and you must consider this information as part of your evaluation.

## Evaluation Rating Scale

**i** Use the rating scale to help you rate each of the supplier responses against each of your criteria.

Scale	Definition
0	No response/ does not meet requirement at all
1	Does not meet requirement to a satisfactory level
2	Partially meets requirement
3	Meets requirement to a satisfactory level
4	Meets requirement to a good level
5	Meets requirement to an exceptional level

**CRITERION ONE:** Does the response from the supplier demonstrate that it can meet the requested requirements?

Supplier	Score	Notes
Insert supplier's full name	<input type="checkbox"/> 0 <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5	Insert notes to support score (no word limit)
Insert supplier's full name	<input type="checkbox"/> 0 <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5	Insert notes to support score (no word limit)
Insert supplier's full name	<input type="checkbox"/> 0 <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5	Insert notes to support score (no word limit)

**CRITERION TWO: Does the response from the supplier demonstrate that it can meet your timetable for delivery and or start and finish work?**

Supplier	Score	Notes
Insert supplier's full name	<input type="checkbox"/> 0 <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5	Insert notes to support score (no word limit)
Insert supplier's full name	<input type="checkbox"/> 0 <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5	Insert notes to support score (no word limit)
Insert supplier's full name	<input type="checkbox"/> 0 <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5	Insert notes to support score (no word limit)

**CRITERION THREE: Does the response from the supplier meet your budget or cost expectations?**

Supplier	Score	Notes
Insert supplier's full name	<input type="checkbox"/> 0 <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5	Insert notes to support score (no word limit)
Insert supplier's full name	<input type="checkbox"/> 0 <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5	Insert notes to support score (no word limit)
Insert supplier's full name	<input type="checkbox"/> 0 <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5	Insert notes to support score (no word limit)

**CRITERION FOUR: Insert your own criteria or delete**

Supplier	Score	Notes
Insert supplier's full name	<input type="checkbox"/> 0 <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5	Insert notes to support score (no word limit)
Insert supplier's full name	<input type="checkbox"/> 0 <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5	Insert notes to support score (no word limit)
Insert supplier's full name	<input type="checkbox"/> 0 <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5	Insert notes to support score (no word limit)

**CRITERION FIVE: Insert your own criteria or delete**

Supplier	Score	Notes
Insert supplier's full name	<input type="checkbox"/> 0 <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5	Insert notes to support score (no word limit)
Insert supplier's full name	<input type="checkbox"/> 0 <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5	Insert notes to support score (no word limit)
Insert supplier's full name	<input type="checkbox"/> 0 <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5	Insert notes to support score (no word limit)

**CRITERION SIX: Insert your own criteria or delete**

Supplier	Score	Notes
Insert supplier's full name	<input type="checkbox"/> 0 <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5	Insert notes to support score (no word limit)
Insert supplier's full name	<input type="checkbox"/> 0 <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5	Insert notes to support score (no word limit)
Insert supplier's full name	<input type="checkbox"/> 0 <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5	Insert notes to support score (no word limit)

**CRITERION SEVEN: Insert your own criteria or delete**

Supplier	Score	Notes
Insert supplier's full name	<input type="checkbox"/> 0 <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5	Insert notes to support score (no word limit)
Insert supplier's full name	<input type="checkbox"/> 0 <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5	Insert notes to support score (no word limit)
Insert supplier's full name	<input type="checkbox"/> 0 <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5	Insert notes to support score (no word limit)

**CRITERION EIGHT: Insert your own criteria or delete**

Supplier	Score	Notes
Insert supplier's full name	<input type="checkbox"/> 0 <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5	Insert notes to support score (no word limit)
Insert supplier's full name	<input type="checkbox"/> 0 <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5	Insert notes to support score (no word limit)
Insert supplier's full name	<input type="checkbox"/> 0 <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5	Insert notes to support score (no word limit)

**CRITERION NINE: Insert your own criteria or delete**

Supplier	Score	Notes
Insert supplier's full name	<input type="checkbox"/> 0 <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5	Insert notes to support score (no word limit)
Insert supplier's full name	<input type="checkbox"/> 0 <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5	Insert notes to support score (no word limit)
Insert supplier's full name	<input type="checkbox"/> 0 <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5	Insert notes to support score (no word limit)

**CRITERION TEN: Insert your own criteria or delete**

Supplier	Score	Notes
Insert supplier's full name	<input type="checkbox"/> 0 <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5	Insert notes to support score (no word limit)
Insert supplier's full name	<input type="checkbox"/> 0 <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5	Insert notes to support score (no word limit)
Insert supplier's full name	<input type="checkbox"/> 0 <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5	Insert notes to support score (no word limit)

**Summary**

**i** *Once you have evaluated all the responses, tally the score for each supplier.*

Supplier	Score
Insert supplier's full name	Insert score
Insert supplier's full name	Insert score
Insert supplier's full name	Insert score

**Final Score**

Supplier	Final Score	Notes
Insert supplier's full name	Insert final score	Insert notes to support score (no word limit)
Insert supplier's full name	Insert final score	Insert notes to support score (no word limit)
Insert supplier's full name	Insert final score	Insert notes to support score (no word limit)

**Evaluation Recommendation**

**i** Complete the information for your recommended supplier. Include notes to support your recommendation.

Recommended Supplier	Total Score	Notes
Insert supplier's full name	Insert total score.	Insert notes to support score (no word limit)

**Evaluation Personnel**

**i** Complete the information for the evaluation personnel.

Evaluation Approach:	<input type="checkbox"/> Team <input type="checkbox"/> Individual	
Team Member One (Chair):	Insert full name	Ph: Insert phone number   Email: Insert email address
Team Member Two:	Insert full name	Ph: Insert phone number   Email: Insert email address
Team Member Three:	Insert full name	Ph: Insert phone number   Email: Insert email address



## QUOTATION EVALUATION TEAM RESPONSIBILITIES

This document has been designed to assist Quotation Evaluation Teams in undertaking an evaluation process in an appropriate manner.

**THIS IS A SUMMARY OF EVALUATION TEAM RESPONSIBILITIES. ALL EVALUATIONS SHOULD BE CONDUCTED IN ACCORDANCE WITH THE RELEVANT APPROVED PROCUREMENT PLAN, REQUEST FOR OFFER AND LEGISLATIVE FRAMEWORK.**

### **Quotation Evaluation Team (QET)**

An evaluation team should comprise of an odd number of members, including the Chair.

The financial delegate **cannot** be the Chair or a member of the evaluation team.

### **Conflict of Interest and Probity:**

The QET Chair and members must declare any actual, potential or perceived Conflict of Interest before undertaking the tender evaluation process.

After the closing of Quotations but prior to the commencement of the evaluation process, the QET Chair is to ensure that all members of the evaluation team complete and sign the appropriate "Confidentiality and Conflict of Interest Undertaking" form

Should any evaluation team member identify any actual, potential or perceived Conflict of Interest, issues/relationships during the tender evaluation process, the member must immediately inform the QET Chair. In such circumstances the QET Chair should suspend the evaluation process and obtain urgent advice.

The evaluation team must not discuss the quotation submissions with anyone other than those officially involved with the evaluation process.

The evaluation team must not accept any remuneration, gift, advantage or other benefit.

For further information refer to the "Probity and Ethical Behaviour Procurement Circular PC21".

### **General Responsibilities of the QET**

The evaluation team is to perform the evaluation honestly and without favour or prejudice.

The evaluation team members should have no contact with the Respondents of the Request for Quotation. All communication with Respondents should be conducted in writing by the QET Chair.

The QET Chair must ensure all documentation (paper and electronic) is appropriately and securely stored during the evaluation process, and not left unattended. All quotation and associated documents are classified "*COMMERCIAL-IN-CONFIDENCE*".

The QET Chair must maintain proper records of meetings, discussions, emails, telephone calls, site visits, evaluation tools used, calculations etc.

On completion of the evaluation, negotiation and debriefing, the QET Chair should ensure that the original Quotation documents are placed on file. All other copies of Quotation documents are to be stored appropriately or destroyed by placing in the secure waste bin or shredding.

### **QET Chair Responsibilities:**

The QET Chair is to arrange an initial meeting to:

- distribute Quotation documents and evaluation tools (for example, compliance checklist, evaluation worksheets and Confidentiality and Conflict of Interest Undertaking form) to each evaluation team member;
- ensure evaluation team members have no conflict of interest;
- instruct/remind all members of their responsibilities in undertaking the quotation evaluation; and
- undertake a conformity check of all quotations against the Statement of Requirements prior to the distribution of Quotation documents to evaluation team members.

The QET Chair is to arrange further evaluation team meetings as required to complete the evaluation in accordance with the approved Procurement Plan and Request For Quotation.

The QET Chair is to prepare the draft Quotation Evaluation Report (QER) for review and finalisation with other evaluation team members, within the quotation validity period set out in the RFQ.

QET Chair is to arrange for the QER to be signed by:

- QET Chair;

- QET members; and
- Financial delegate.

QET Chair is to file the signed QER and organise for /or prepare the Letter of Intent and the Territory Short Form Contact.

The QET Chair is to issue Letter/s of Decline and if requested by unsuccessful respondents conduct Debrief meetings. Debrief meetings are to be conducted in accordance with **Procurement Circular 2007/05 "Debriefing Unsuccessful Tenderers"** which can be found on the Shared Services Procurement website/About Us/ Procurement Policy Unit.

During the Debrief meeting the QET Chair is to ensure that notes of these discussions are retained on the project file.





# DEED OF CONFIDENTIALITY AND CONFLICT OF INTEREST – NON ACT PUBLIC SERVANTS

**Dated**

\_\_\_\_\_

**Parties**

AUSTRALIAN CAPITAL TERRITORY

[INSERT NAME AND ACN/ABN]

**Description**

UNDERTAKING AS TO CONFIDENTIALITY  
AND CONFLICT OF INTEREST

**Prepared by**

[insert]

Ref:

**Version**

26/6/2015

**PARTIES:** **AUSTRALIAN CAPITAL TERRITORY**, the body politic established by section 7 of the *Australian Capital Territory (Self-Government) Act 1988* (Cth) (**Territory**) represented by [INSERT DIRECTORATE]

[INSERT FULL NAME] of [INSERT ADDRESS] (**Confidant**)

---

## BACKGROUND

- A. The Territory has engaged the Confidant for the purpose of [INSERT].
  - B. In the course of the Confidant [insert, e.g. performing the Services] the Confidant may have access to, and may become aware of, Confidential Information belonging to, or in the possession of the Territory.
  - C. The Territory requires, and the Confidant agrees, that it is necessary to take all reasonable steps (including the execution of this Deed) to ensure that the Territory's Confidential Information is kept confidential and that the Confidant only acts in the best interests of the Territory.
- 

**THE PARTIES AGREE** as follows.

### 1. Interpretation

- (1) Unless the context requires or this Deed specifies otherwise, the following definitions apply in this Deed:
  - (a) **Approved Purpose** means [insert, e.g. provision of \_\_\_\_\_ services, and includes any actions reasonably necessary for the proper and effective performance of this role by the Confidant].
  - (b) **Confidential Information** means any information that:
    - (i) is by its nature confidential;
    - (ii) the Confidant knows, or ought to know, is confidential;
    - (iii) the Territory communicates to the Confidant (whether in writing or not) as being confidential;
    - (iv) is Personal Information; or
    - (v) relates to:
      - 1. any information technology needs, intellectual property rights or assessments of an administrative body of the Territory such as a Directorate;

2. the financial, corporate or commercial information of a Directorate;
3. the affairs of a third party (provided the information is not in the public domain); and
4. the strategies, practices and procedures of a Directorate and any information in the Confidant's possession arising out of the undertaking of the Services,

but excludes any information which:

- (i) is in the public domain, unless it is in the public domain due to a breach of confidentiality by the Confidant or another person;
  - (ii) has been independently developed by the Confidant; or
  - (iii) is in the possession of the Confidant without breach of confidentiality by the Confidant or another person.
- (c) **Contract Officer** means, in relation to each party, the representatives whose names and contract details are specified in **Item 1 Schedule 1** of the relevant agreement [or insert other clause reference, depending on specific agreement], or as notified from time to time by one party to the other.
- (d) **Directorate** means a directorate of the Territory.
- (e) **Personal Information** means information or an opinion (including information or an opinion that forms part of a database), whether true or not, and whether recorded in a material form or not, about a natural person whose identity is apparent, or can reasonably be ascertained, from the information or opinion.
- (f) **Services** means the services described in the [insert, e.g. Services Agreement or Work Order].
- (g) **Territory** means:
- (i) when used in a geographical sense, the Australian Capital Territory; and
  - (ii) when used in any other sense, the body politic established by section 7 of the *Australian Capital Territory (Self-Government) Act 1988* (Cth).
- (h) **Territory Material** means any material that the Territory provides to the Confidant in relation to the Services, including documents, equipment, information, electronic storage devices from which images, sounds, messages or writing can be produced or reproduced (such as a USB flash drive), and data stored by any means.

(2) This Deed:

- (a) must be read in conjunction with the [insert, e.g. Panel Agreement and the Work Order]; and
  - (b) adds to, but does not limit the effect of, the [insert, e.g. Panel Agreement and the Work Order].
- (3) In this Deed, unless the context requires otherwise:
- (a) references to “Confidant” include any of the Confidant’s employees, agents, officers, consultants or sub-contractors;
  - (b) references to legislation, or to provisions in legislation, include references to:
    - (i) amendments or re-enactments of the legislation; and
    - (ii) all regulations and instruments issued under the legislation;
  - (c) words in the singular include the plural and vice versa;
  - (d) headings:
    - (i) are for convenience only; and
    - (ii) do not affect the construction or interpretation of this Deed;
  - (e) an obligation imposed on more than one person binds them jointly and severally;
  - (f) the word “include”, and any derivation of “include”, must not be construed as a word of limitation; and
  - (g) a reference to “interest” includes but is not limited to direct, indirect, personal, pecuniary and non-pecuniary interests.

## **2. Governing law and compliance with the law**

- (1) The law for the time being in force in the Territory governs this Deed.
- (2) The parties submit to the non-exclusive jurisdiction of the courts of the Territory.
- (3) The Confidant must comply with the laws from time to time in force in the Territory in performing the Services.

## **3. Confidentiality undertakings**

- (1) The Confidant:
  - (a) acknowledges and agrees that improper use, or disclosure of any Confidential Information and Territory Material obtained in the course of providing the Services will be detrimental to the Territory; and

- (b) must ensure that such Confidential Information and Territory Material is used only for the Approved Purpose.

#### **4. Non-disclosure of Confidential Information**

- (1) The Confidant must not disclose Confidential Information to any person unless:
  - (a) the Territory has provided its prior written consent; or
  - (b) the Confidential Information is:
    - (i) required or authorised to be disclosed by law;
    - (ii) disclosed to the Confidant's solicitors, auditors, insurers or advisers;
    - (iii) generally available to the public; or
    - (iv) in the possession of the Confidant, without restriction in relation to disclosure, before the date of receipt from the Territory.
- (2) The Territory may in its absolute discretion:
  - (a) grant or withhold its consent;
  - (b) if it does provide consent, impose any terms and conditions that it considers appropriate; and
  - (c) require the Confidant to ensure that the party to whom the Confidant will disclose the Confidential Information executes a deed on any terms and conditions that the Territory imposes.

#### **5. Restriction on use of Confidential Information and Territory Material**

- (1) The Confidant must use the Confidential Information and Territory Material solely for the Approved Purpose.
- (2) The Consultant must not disclose any of the Confidential Information or give any Territory Material to any person other than those of its employees, consultants and professional advisors who need access to that Confidential Information or Territory Material for the purposes of providing the Services, who are aware of the requirements of this Deed, and who are bound by an enforceable obligation of confidentiality.

#### **6. Conflicts of interest**

- (1) In performing the Services the Confidant:
  - (a) undertakes to act solely in the best interests of the Territory;
  - (b) will not use its role to gain its own commercial advantage, for example to participate in any other procurement process conducted by an administrative body or Directorate of the Territory, or to otherwise solicit any business for the Confidant;

- (c) must not place itself in any position that may or does give rise to any risk of a conflict of interest between the Territory and the Confidant; and
  - (d) must immediately declare to the Territory's representative, any perceived, actual or potential conflict of interest that may arise during performance of the Services.
- (2) The Confidant warrants that, at the date of executing this Deed, it has made diligent and proactive enquiries and it does not know of any conflict of interest that exists or is likely to arise in performing:
- (a) the Services; or
  - (b) any other obligation under the Panel Agreement.

## **7. Management of conflicts of interest**

- (1) The Confidant acknowledges that probity and the ongoing management of any potential conflicts of interest is a priority for the Territory.
- (2) The Territory may require the Confidant to ensure that an authorised person:
- (a) at the time of executing this Deed, honestly, fully and accurately completes a "Declaration of Interests" (**Declaration**);
  - (b) updates the Declaration when there is any change in the Confidant's interests; and
  - (c) sends any updated Declaration to the Territory as soon as possible.
- (3) If a conflict of interest or a risk of a conflict of interest arises, the Confidant must:
- (a) immediately notify the Territory in writing; and
  - (b) comply with any requirement that the Territory imposes to eliminate or otherwise deal with that conflict or risk of conflict.

## **8. Indemnity**

- (1) The Confidant indemnifies the Territory against any costs, liabilities, losses and claims that the Territory incurs as a result of the Confidant's breach of this Deed.

## **9. Termination of appointment**

- (1) If the Confidant breaches this Deed the Territory may, at its absolute discretion, terminate the relevant contract.

## **10. Injunctive relief**

- (1) The Confidant acknowledges that:

- (a) damages may not be an adequate remedy for the Territory for any breach of the provisions of this Deed; and
- (b) the Territory is entitled to injunctive relieve as a remedy for any breach or threatened breach by the Confidant, in addition to any other remedies available at law or equity.

## **11. No waiver**

- (1) Failure or omission by the Territory at any time to enforce or require strict or timely compliance with any provision of this Deed will not affect or impair:
  - (a) that provision in any way; or
  - (b) the rights and remedies that the Territory may have in respect of that provision.

## **12. Notices**

- (1) Any notice, including any other communication, required to be given or sent to either party under this Deed must be in writing and given to the relevant Contract Officer.
- (2) A notice will be deemed to have been given:
  - (a) if delivered by hand, on delivery;
  - (b) if sent by prepaid mail, on the expiration of two business days after the date on which it was sent;
  - (c) if sent by facsimile, on the sender's facsimile machine recording that the facsimile has been successfully and properly transmitted to the recipient's address; or
  - (d) if sent by electronic mail, on whichever of the following occurs first:
    - (i) the other party's acknowledgment of receipt by any means; or
    - (ii) the sender's electronic mail device recording that the electronic mail has been successfully transmitted to the recipient's address; or
    - (iii) expiration of two business days after the date on which it was sent without receipt of a notification that the delivery failed.

**DATE OF THIS DEED** .....

**SIGNED** for and on behalf of the )  
**AUSTRALIAN CAPITAL TERRITORY** ) .....  
in the presence of: ) Signature of Territory delegate

.....  
Signature of witness Print name

.....  
Print name

**SIGNED** by or for and on behalf of )  
**[NAME OF CONFIDANT]** in the presence )  
of: ) .....  
Signature of director/ authorised  
officer/ individual\*  
\*DELETE whichever is not applicable (see note below)

.....  
Signature of director/ secretary/witness\*  
\*DELETE whichever is not applicable (see note below)  
.....  
Print name

.....  
Print name  
.....  
Signature of second authorised officer\*  
\*only use if Incorporated Association (see note below)

.....  
Print name



- Date: Must be dated on the date the last party signs the Deed or, if signed counterparts of the Deed are exchanged, the date of exchange. Also date the cover page.
- Company: Must be signed in accordance with section 127 of the *Corporations Act 2001* (Cth), for example, by 2 directors or a director and a secretary. Common seal may be affixed if required under the Confidant's constitution.
- Individual: Must be signed by the individual Confidant and witnessed.
- Incorporated Association: Must be signed in accordance with the Confidant's constitution, which may or may not require the common seal to be affixed. As a minimum, 2 authorised officers must sign





To: Australian Capital Territory

(represented by the  
[insert name of directorate]  
Attention: Project Manager, [insert name])

## CONFIDENTIALITY AND CONFLICT OF INTEREST UNDERTAKING

1. This undertaking is made by \_\_\_\_\_ of  
\_\_\_\_\_ of  
print section/agency/directorate
1. I am a “public employee” of the Australian Capital Territory (**Territory**).
2. I am involved in meetings, consultations, the Request for [select one: Expression of Interest/Tender/Proposal/Quotation] process and/or other activities (**Activities**) associated with the [insert name or description of project/tender process] (**Project**) that the Territory is conducting.
3. I acknowledge that by virtue of my involvement in the Activities (both present and future), I will be party to a range of discussions and have access to a range of material and information concerning the Project (**Information**). This includes, but is not limited to, electronic copies of Information stored on any device from which images, sounds, messages or writing can be produced or reproduced (such as a USB flash drive) (“Device”).
4. I undertake that:
  - (a) I will maintain strict confidentiality regarding the Information, including any extract, report, examination, analysis or assessment of the Information;
  - (b) I will maintain security of all Information in my possession and I will not remove any Information from any premises where the Information is located;
  - (c) I will maintain security of all Devices in my possession containing Information on the Project, and return any Devices to a Procurement and Capital Works Officer upon completion of the Project; and
  - (d) I will not, without the prior written approval of either [insert name – of Director/Manager etc] or the Director General of the [insert name of Directorate], make a copy of, or disclose the Project Information or any summary, analysis or assessment of the Information, or give or allow access to Devices containing Project Information to any person other than to duly authorised persons involved in the Project.

5. I understand that a list of Organisations which have lodged a submission in response to the Request for [select one: Expression of Interest/Tender/ Proposal/Quotation] relating to the Project or Organisations associated with them (**Organisations**), is attached to this Undertaking and/or will be notified to me on a date following my execution of this Undertaking.
6. I acknowledge that during the normal course of my duties as an employee of the Territory, I may come into contact with one or more of the Organisations, and persons associated with or acting for them.
7. Except as notified in writing by me to the [insert name – Director/ Manager] or the Director General, I warrant to the Territory that, to the extent to which any Organisations' names are known to me as at the date of this Undertaking, no conflict of interest exists or is likely to arise during the course of my involvement with the Project, including by virtue of any of the following circumstances:
- (a) during the past 12 months neither I nor any member of my immediate family has:
- (i) been an officer of, or employed by, or engaged to provide services to, or received any payment from, any Organisation;  
or
- (ii) received any gifts or benefits from any Organisation.
- (b) neither I, nor any member of my immediate family:
- (i) has, or has had, any ownership interest in any Organisation;  
or
- (ii) is a debtor or creditor of any Organisation.
8. If any circumstance which I have set out above changes, including in respect of any Organisations notified to me after my execution of this Undertaking, I will immediately notify [insert appropriate person's name – e.g. Joe Smith], or the Director General of [insert name and address of directorate], and I will comply with any direction in relation to those circumstances.
9. I understand that my disclosure under **clauses 7 or 8** may result in a direction to me that I no longer participate in the Activities or the Project, or that I restrict my participation according to any direction by [insert appropriate person's name], or the Director General of [insert name of directorate]. I will comply with any such direction.

Dated: \_\_\_\_\_ 2019

Signature .....

Procurement Reference No. \_\_\_\_\_

TRIM Reference No. \_\_\_\_\_

**SUBJECT:** Package B - Procurement of < Insert Title of Procurement > for ACT Health

**To:** <Financial Delegate , Executive Director, Area>

**From:** <Insert Name, Title, Area>

**Through:** Rosemary Kennedy, Executive Director, Business Support Services

**Critical Date:** *If no critical date, please put N/A*

**Reason:** *If no critical date, please leave blank.*

## Recommendations

That you:

Note the information contained in this minute

*NOTED  
PLEASE DISCUSS*

Agree to the Select Tender methodology for the purchase of < equipment, cost and budget allocation>

*AGREED  
NOT AGREED  
PLEASE DISCUSS*

.....  
*Financial Delegate  
Executive Director  
Area*

*Month Year*

Page to be deleted prior to sending back to the Procurement Coordinator for processing and allocation of a Procurement Reference Number

## General Notes for completing Procurement Minute:

**SIGNATURES:** Please DO NOT sign the Minute or have any delegate sign until Health Procurement has reviewed the documentation, provided a Procurement Reference Number and provided any additional comments.

### ACT Health Procurement & Contract Governance Process



#### Key Points:

- Complete all sections in **RED**
- When referencing the Directorate use – **ACT Health**
- Ensure all stakeholders in the relevant area/s have been consulted- refer to Stakeholder endorsements for additional information
- Add additional information as required in order to provide the delegate with all relevant information.
- Ensure all quotes/responses and relevant documentation including funding approval is referenced in the attachment section and the Non Stock form is completed in full.
- All documentation to be registered on HP RM and submitted to Health Procurement via email – [HealthProcurement@act.gov.au](mailto:HealthProcurement@act.gov.au)
- No signatures to be obtain until the Health Procurement has reviewed and provided any additional comments

#### Stakeholder Endorsements:

**ICT:** Any procurement that contains a component of Information and Communications (ICT) must be referred to the Chief Information Officer (CIO) of Digital Solutions Divisions [digital.support@act.gov.au](mailto:digital.support@act.gov.au)

**Workplace Safety:** All procurements with must be submitted to workplace safety for approval. Workplace safety will advise if their input is not required. Procurements can be discussed with Workplace Safety via [workplacesafety@act.gov.au](mailto:workplacesafety@act.gov.au)

**New Technology:** New technology to be approved by the Clinical Commodities Committee / Health Technology Advisory Committee.

**Capital Works:** Procurements which include capital works must be managed by Strategic Accommodation & Capital Upgrades to ensure legislative and Directorate requirements relating to building works are complied with. Approval to be sought from Business Support Infrastructure Executive Committee / Accommodation Variation Request Form

## Definition of Consultant versus Contractor

### **Consultant/Consultancy:**

A person who has the knowledge and expertise to perform a task, project, or other, which is not available within ACT Health and produces a report, audit, investigation, or other to ACT Health or third parties.

### **Contractor:**

A person who performs a job, task, project on behalf of the organisation, i.e. a job that can be done by a staff member, but there are no resources to do in-house or on site. This is also referred to as Services.

**Assistance:** If unsure, please contact the Procurement Coordinator, via email at [healthprocurement@act.gov.au](mailto:healthprocurement@act.gov.au) or call 6207 9048.

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## Purpose

The aim of this procurement is to purchase <insert title of procurement>. These Goods / Services are used for <insert practical usage of goods or purpose of services>.

## Background

<Insert background details of why this procurement is required. Details should include what is currently used, why does it need to be replaced/ why do we need the item etc.>

## Procurement Methodology

The procurement method for this purchase will be Select Tender (minimum of three quotes)

Quotations were sought from the following suppliers:

<insert suppliers/providers>.

The Evaluation Team (insert full names) conducted an assessment of the quotations received in accordance with applicable procurement policies and guidelines. The Health Directorate received responses from <insert suppliers/providers>.

The quotation from <insert suppliers/providers> was deemed acceptable as it satisfied all of the Health Directorate's requirements for the following reason(s):

The response offered the best value for money;

Offered the best .....

There is a need for this requirement to be compatible with the existing <insert what equipment the purchase needs to be compatible with>. This will eliminate the need for staff training and will ensure a familiarity and/or continuance of current equipment operating procedures.

OR

The clinical unit is looking to standardise this piece of equipment with the existing <insert what equipment the purchase needs to be standardised with>. This will eliminate the need for staff training and will ensure a familiarity and/or continuance of current equipment operating procedures.

## Issues

< Outline any issues relating to this purchase that may be applicable >

## Benefits/Sensitivities

< Provide details of the benefits this purchase will make to your business unit >

Examples could include:

This item has a useful life of XXX years.

The procurement will assist the business unit by.....

Where applicable, make reference to consumables, are they currently available from supply services or will a new agreement need to be entered into etc.

## Financial

*<Details of where funds are coming from are to be provided. If funds are split over several budgets to purchase this item (eg: funded from Plant and Equipment for the initial equipment then maintenance and consumables from divisional budget) then details of each responsible areas budget is to be provided.*

Funding is available from the 2017/18 Division of XXX / XXXX Branch / XXXX Program Budget.

The cost of this procurement is \$..... (Incl GST) for a period of XX years.

## Maintenance

< Outline any maintenance relating to this purchase that may be applicable or insert NIL if no Maintenance >

This equipment will be maintained by <insert details>. The annual cost for maintenance is <insert details>. Funding for maintenance required after expiration of the warranty period paid through the <insert funding area> Recurrent Expenses Budget. This item has a useful life of <Insert details> years. The total estimated cost of maintenance over the useful life is \$XX.00

On finalisation of this procurement, a maintenance agreement will be entered into and provided to the financial delegate for sign off.

OR

Maintenance is covered by existing contract <insert details>.

## Estimated Whole of Life Cost

The total cost of this procurement inclusive of the initial purchase, maintenance and consumables is (\$..... (incl. GST)).



**Health Procurement Quality Assurance**

RFQ Sought	YES <input type="checkbox"/>	NO <input type="checkbox"/>	N/A <input type="checkbox"/>
Three quotes attached	YES <input type="checkbox"/>	NO <input type="checkbox"/>	N/A <input type="checkbox"/>
Evaluation Complete	YES <input type="checkbox"/>	NO <input type="checkbox"/>	N/A <input type="checkbox"/>
Funding Approved	YES <input type="checkbox"/>	NO <input type="checkbox"/>	N/A <input type="checkbox"/>
Health Procurement review	YES <input type="checkbox"/>	NO <input type="checkbox"/>	N/A <input type="checkbox"/>
Recorded in HPRM	YES <input type="checkbox"/>	NO <input type="checkbox"/>	N/A <input type="checkbox"/>
Saved in Drive	YES <input type="checkbox"/>	NO <input type="checkbox"/>	N/A <input type="checkbox"/>
Compliant Procurement	YES <input type="checkbox"/>	NO <input type="checkbox"/>	N/A <input type="checkbox"/>

<i>AGREED / NOT AGREED / NOTED / PLEASE DISCUSS</i>			
Signed off by:		Date:	
Title:		Signature:	
Phone:			
Contact Email:	<u>HealthProcurement@act.gov.au</u>		
Phone:			

**Business Support Services signatures**

Signed off by:		Date:	
Title:	Director, Logistic Support	Signature:	

Signed off by:	Rosemary Kennedy	Date:	
Title:	Executive Director	Signature:	

**Business Unit internal signatures**

Signed off by:	<Project Officer's Name>	Date:	
Title:		Signature:	
Branch/Division			
Phone:			

Signed off by:	<Financial (ongoing cost) Delegate's Name>	Date:	
Title:		Signature:	
Branch/Division			
Phone:			

**Attachments**

Attachment	Title
Attachment A	
Attachment B	



Attachment C	
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**SIGNATURES:** Please DO NOT sign the Minute or have any delegate sign until the Procurement Coordinator has reviewed and provided any additional comments.

### ACT Health Stakeholder Endorsements

The following additional endorsements for procurements are to be sought as required. If you are unsure about a particular area's requirement to sign off, please send to the area and allow them to provide advice.

Endorsements are required to ensure that ongoing maintenance, support, cleaning, compatibility or ergonomic requirements are fully considered and drawn to the attention of those areas likely to be responsible for installation, maintenance, sterilisation and repair. This ensures that full life cycle costs are taken into account. In some cases, more than one endorsement may be necessary.

<b>Biomedical Engineering</b>	Endorsement sought when procuring medical equipment.		
<i>AGREED / NOT AGREED / NOTED / PLEASE DISCUSS / NOT APPLICABLE</i>			
Signed off by:		Date:	
Title:		Signature:	
Phone:			
Contact Email:	<u>Shiva.Sivasubramaniam@act.gov.au</u>		

<b>Digital Solutions Division</b>	<i>To be sought when procuring software, service or device with an IM&amp;ICT related component.</i>		
<i>AGREED / NOT AGREED / NOTED / PLEASE DISCUSS/ NOT APPLICABLE</i>			
Signed off by:		Date:	
Title:		Signature:	
Phone:			
Contact Email:	<u>Health-CIO@act.gov.au</u>		

<b>Facilities Management</b>	<i>To be sought when procuring equipment which will need to be maintained by Facilities Management (eg; dishwashers, bed pan sanitisers, general electric and mechanical equipment).</i>		
<i>AGREED / NOT AGREED / NOTED / PLEASE DISCUSS/ NOT APPLICABLE</i>			
Signed off by:		Date:	
Title:		Signature:	
Phone:			
Contact Email:	<u>acthealthmaintenance@act.gov.au</u>		

<b>Infection Control</b>	<i>To be sought when procuring equipment which may have implications for infection control.</i>		
<i>AGREED / NOT AGREED / NOTED / PLEASE DISCUSS/ NOT APPLICABLE</i>			
Signed off by:		Date:	
Title:		Signature:	
Phone:			
Contact Email:	<a href="mailto:wendy.beckingham@act.gov.au">wendy.beckingham@act.gov.au</a>		

<b>Medical Physics &amp; Radiation Engineering</b>	<i>To be sought when procuring radiation producing equipment including ionising radiation sources (x-ray and radioactive material), medical and industrial lasers, MRI machines and UV sources. Please delete this signature block if not applicable to your procurement.</i>		
<i>AGREED / NOT AGREED / NOTED / PLEASE DISCUSS/ NOT APPLICABLE</i>			
Signed off by:		Date:	
Title:		Signature:	
Phone:			
Contact Email:	<a href="mailto:mpre@act.gov.au">mpre@act.gov.au</a> or <a href="mailto:sean.geoghegan@act.gov.au">sean.geoghegan@act.gov.au</a>		

<b>Sterilising Services</b>	<i>To be sought when procuring re-sterilisable instruments.</i>		
<i>AGREED / NOT AGREED / NOTED / PLEASE DISCUSS/ NOT APPLICABLE</i>			
Signed off by:		Date:	
Title:		Signature:	
Phone:			
Contact Email:	<a href="mailto:Kavitha.kugathas@act.gov.au">Kavitha.kugathas@act.gov.au</a>		

<b>Supply Services</b>	<i>To be sought when procuring equipment which may have implications for Supply Services (eg; when consumables are required, new products not currently used within ACT Health).</i>		
<i>AGREED / NOT AGREED / NOTED / PLEASE DISCUSS/ NOT APPLICABLE</i>			
Signed off by:		Date:	
Title:		Signature:	
Phone:			
Contact Email:	<a href="mailto:ActHealthSupply@act.gov.au">ActHealthSupply@act.gov.au</a>		

<b>Workplace Safety</b>	Endorsement sought when procuring equipment which may have WHS implications (e.g. manual handling, ergonomics and dangerous substances).		
<i>AGREED / NOT AGREED / NOTED / PLEASE DISCUSS/ NOT APPLICABLE</i>			
Signed off by:		Date:	
Title:		Signature:	
Phone:			
Contact Email:	<a href="mailto:WorkplaceSafety@act.gov.au">WorkplaceSafety@act.gov.au</a>		

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**Pond, Aleks (Health)**

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**From:** Kelly, Chris (Health)  
**Sent:** Tuesday, 6 November 2018 12:23 PM  
**To:** De Ridder, Linda (Health)  
**Subject:** Draft Request for Quote [DLM For-Official-Use-Only]  
**Attachments:** Request-for-Quote-Services HASS Draft 20181105.docx

Hi Linda,

As discussed I would appreciate your insights. I have attempted to soften the language used in the budget bid and emphasise partnerships for resolution of severe hording.

Happy for any comments you may have in track change format.

Thanks again

Chris  
**Chris Kelly | A/g Manager**  
**Environmental Health Policy and Projects**  
**Health Protection Service | Public Health Protection and Regulation | ACT Health**  
Ph: (02) 6205 1701  
Mob: [REDACTED]  
E: [chris.kelly@act.gov.au](mailto:chris.kelly@act.gov.au)



## Goods and Services

### REQUEST FOR QUOTE (Services) under \$200,000

#### REQUEST FOR QUOTE INFORMATION

The Territory as represented by the Select your directorate would like to invite insert supplier's name to respond to this request for quotation (RFQ).

This RFQ comprises:

- [Schedule 1 – Statement of Requirement](#)
- [Schedule 2 – Supplier Quotation](#)
- [Schedule 3 – Special Conditions](#) (if any)
- [Attachment A – RFQ Definitions](#)
- The [Territory's Standard Terms and Conditions of Quotation](#) located on the [Tenders ACT website](#).

#### SCHEDULE 1 – STATEMENT OF REQUIREMENT

RFQ Title:	Hording Advocacy Support Services	RFQ Number (if applicable)	2018 5418
Directorate:	Health	Section/Business Unit:	Environmental Health Policy and Projects (EHPP)
Date Issued:	23/11/2018	Closing Date:	11/12/2018
Referees Requested:	No	Closing Time:	15:30
Territory Contact Officer:	For all matters relating to this RFQ contact: Christopher Kelly (02) 62051701 <a href="mailto:chris.kelly@act.gov.au">chris.kelly@act.gov.au</a>	Supplies Required by:	Click here to enter a date
Lodgement method:	Quotations should be lodged with Christopher Kelly A/g Manager EHPP in PDF format by the closing time and closing date specified above. <b>Please note:</b> due to system restrictions responses cannot exceed one file and 3MB.		
Questions	Any questions relating to this RFQ should be address to Christopher Kelly and emailed to <a href="mailto:chris.kelly@act.gov.au">chris.kelly@act.gov.au</a>		

#### The Requirement

Item	Details
Description of Requirement:	<p>Provision of time limited, hording advocacy support services (HASS) to individuals experiencing severe complex hoarding and squalor issues. The HASS would support and complement the existing ACT Governments management of severe and complex cases of hoarding and squalor in the ACT community, currently overseen by the multi-agency Hoarding Case Management Group (HCMG).</p> <p>The key focus of the provision of targeted HASS case management is working with, and advocating for, individuals to improve their particular hording circumstance and to provide effective liaison between the individuals and government regulators.</p> <p>The HASS would be provided to severe and complex hording cases currently managed by the HCMG in the first half of 2019 (from January to June). As of November 2017 there were six such cases being managed by the HCMG.</p>



Item	Details
	<p>HASS would include, but not be limited to:</p> <ol style="list-style-type: none"> <li>1. acting as a case manager for severe hoarding cases managed by the HCMG (in close collaboration with the relevant lead government agency);</li> <li>2. providing targeted psychological, social and advocacy support to individuals;</li> <li>3. facilitating the provision of other domestic services (such as the sub-contracting of cleaners or gardeners);</li> <li>4. coordinating a multidisciplinary response to hoarding cases; and</li> <li>5. providing primary day to day liaison between the hoarder and the regulator.</li> </ol> <p>The HASS case management should align with the ACT Governments commitment of better homes, better communities and better suburbs, by seeking to improve living conditions and urban amenity for those affected by severe and complex hoarding and squalor.</p> <p>The HASS case management would also align with the ACT Governments commitment to build inclusion, equality and fairness in our community, by supporting the equal and fair treatment of those effected by hoarding and their neighbours, in the ACT Government's response to, and management of, hoarding.</p> <p>It is anticipated that HASS would make ongoing investments in regulatory interventions more cost effective due to improved outcomes. The efficacy of the HASS case management model will be evaluated by the provider and by the HCMG. It is possible that longer term HASS services will be sought by ACT Health, pending positive evaluation of this initial HASS period.</p>
Background Information:	<p>The ACT Government is infrequently called upon to address cases of severe hoarding and squalor in the ACT. Severe hoarding and squalor has profound impacts on the responsible individual, such as posing public health and safety risks. It also impacts on neighbours, including diminishing urban amenity and enjoyment of their home and property.</p> <p>Numerous ACT Government directorates have legislative levers available to engage with hoarding and domestic squalor issues. In 2015 HCMG was established to enhance the whole-of-government approach to the management of severe and complex hoarding and domestic squalor cases.</p> <p>The HCMG acknowledges that each case of severe hoarding is different and there is no single regulatory approach that will resolve all cases. Severe and complex cases require the ongoing involvement of several agencies at any given time. An individual living with a severe hoarding or squalor circumstance often has competing health and social issues which require multidisciplinary interventions and a cross-sector approach to achieve optimal stability and better outcomes, including connecting with their community.</p> <p>Individuals can be unreceptive to support offered by the government, who is seen primarily in the role of regulator. Optimal resolution of complex hoarding cases may require regulatory action in conjunction with non-government support and case management. Ongoing HASS may also decrease the frequency of regulatory action.</p> <p>It is anticipated that HASS case management provided by a non-government organisation (NGO) would positively contribute to improved partnership outcomes in the management of severe cases of hoarding and squalor in the ACT.</p>
Delivery Information:	<p>In developing the HASS the provider will:</p> <ul style="list-style-type: none"> <li>• Review relevant ACT legislation, plans, policies and procedures.</li> <li>• Maintain regular communication with the nominated contact officer on HSS Case management progress and key mile stones:</li> <li>• Provide a written report to the HCMG at the end of HASS period (by 30 June 2019). The report will include a description of the HASS provided, challenges faced and recommendations for ongoing and future provision of HASS.</li> </ul>
Standards and Best Practice:	<p>The ACT Governments regulatory services portfolio are informed by legislation and the development and implementation of strategic and operational plans. The HCMG activities also involve Legislation and statutory arrangements relevant to the management of severe and complex hoarding and squalor in the ACT are included in the:</p> <ul style="list-style-type: none"> <li>• Planning and Development Act 2007 (ACT)</li> <li>• Work Health and Safety Act 2011 (ACT)</li> </ul>

Item	Details
	<ul style="list-style-type: none"> <li>Public Health Act 1997 (ACT)</li> <li>Mental Health Act 2015 (ACT)</li> <li>ACT Emergencies Act 2004</li> </ul>

## SCHEDULE 2 – QUOTATION

### Respondent's Details

Full legal name:	Insert your full legal or company name.
Registered office or postal address:	Insert your registered office address or postal address.
ACN/ARBN (if applicable):	Insert your ACN or ARBN if applicable.
ABN (if applicable):	Insert your ABN if applicable.

### Contact Officer

For all matters relating to this RFQ, including any notices, the Respondent's contact officer will be:

Name or position title:	Insert the name or position title of the contact officer.
Work:	Insert the work contact number for the contact officer.
Mobile:	Insert a contact mobile number if applicable.
Email:	Insert an email address for the contact officer.

**IMPORTANT: The ACT Government has implemented the Canberra Region Local Industry Participation Policy (LIPP) to ensure competitive local businesses are given every opportunity to compete to bid for government contracts. Please indicate if your business is an SME or a local business to assist the purchasing officer fulfil their requirements. Definitions are available in Attachment A. This is not part of the Assessment Criteria.**

Is your business a Small to Medium Enterprise?	Choose an item.
Is your business a local business; i.e. located in the Canberra Region?	Choose an item.

This Request for Quotation will be assessed against the following Assessment Criteria.

- Evidence that the provider can deliver effective Hording Advocacy Support Services case management within the specified timeframe.
- Evidence that all the nominated personnel are available to undertake the requirements of the RFQ.
- The capability of the provider to fulfil the requirement including: technical and management competence, financial viability and relevant experience; the relevant skills, experience and availability of key personnel; quality assurance requirements; and the risks or constraints associated with your offer.
- Evidence that the proposed program offers value for money.

**Evaluation of your quote will be based on value for money (e.g. capacity, capability and budget/costs). When completing this RFQ ensure your response covers these areas.**

Insert your description of how you will meet the Territory's requirements as set out in Schedule 1. Include details of products/services and your capacity to deliver against the requirements.

### Prices for Services

Make sure you include the following for each service requirement:

- Task
- Milestone deliverable (if applicable)
- Milestone delivery date (if applicable)
- Payment schedule excluding GST
- Payment schedule GST component
- Payment schedule including GST

Also include the total costs broken down into:

- Total GST Exclusive
- Total GST
- Total GST inclusive

### Insurance Details

The Supplier must effect and maintain, for the Term, all insurances required to be effected by it by law and the following insurances:

- Public liability insurance in the amount of \$10 million in the aggregate
- Product liability insurance in the amount of \$10 million in the aggregate
- Professional indemnity insurance in the amount of \$10 million in the aggregate

If required by the Territory, the Supplier must provide evidence of the above insurance.

### Specified Personnel (delete if not applicable)

Note: Rate's must be in Australian dollars, and include any duty payable.

Make sure you include the following information for each specified personnel:

- Name
- Position or Role
- Rate excluding GST
- Rate including GST
- Anticipated time
- Total of person
- Current level of security clearance

Also include the total costs for all personnel broken down into:

- Total GST Exclusive
- Total GST
- Total GST inclusive

### Subcontractors (delete if not applicable)

Make sure you include the following information for each subcontractor:

- Legal name and ABN/ACN
- Scope of work to be subcontracted and technical specifications
- Fees and associated expenses excluding GST
- Fees and associated expenses including GST

### Referees (delete if not applicable)

If referees have been requested in Schedule 1 make sure you provide the following information for each referee:

- Name
- Position/Company
- Phone Number
- Email Address

## SCHEDULE 3 – SPECIAL CONDITIONS OF QUOTATION

**i** For many requirements it will not be necessary to specify any special conditions. However, some directorates have developed a range of special conditions (e.g. directorate specific security requirements).

Insert any additional information here if applicable.

## RESPONDENT DECLARATION

**i** I/We quote to provide the Supplies described in the RFQ at the GST inclusive prices specified in the Quotation.

I/We undertake to provide evidence of insurance policies if selected as the preferred Respondent prior to entering into a contract with the Territory.

I/We declare I/We have sighted and agree to the Territory's Standard Terms and Conditions of Quotation (located on the Tenders ACT website), and any Special Conditions of RFQ at Schedule 3.

I/We declare that all information required by the General Conditions of RFQ has been included in our Quotation.

Prior to signing ensure you have the legal authority to be a signatory for this quote.

**NB: physical signatures are not required for this document. Complete the information and return electronically to the email address provided in Schedule 1.**

Signatory's Full Printed Name:	Insert your full name.	Signatory's Title/Position:	Insert your position or title.
Signatory's Phone Number:	Insert your phone number, including area code.	Signatory's email address:	Insert your email address.
Date:	Click here to enter a date.		

**ATTACHMENT A - DEFINITIONS**

The following definitions apply to this RFQ:

<b>Assessment Criteria</b>	the criteria by which a quotation will be evaluated, set out in Schedule 2 – Quotation.
<b>Quotation</b>	means a quotation lodged by a respondent in response to an RFQ.
<b>Respondent</b>	means the legal entity that submits a quotation.
<b>Supplies</b>	means the goods, services or goods and services specified in Schedule 1 of this RFQ, and includes all incidental goods and services that are reasonably necessary to allow the Territory to use and understand the supplies to their full benefit.
<b>Territory</b>	when used in a geographical sense, means the Australia Capital Territory, when used in any other sense, the body politic established under the <i>Australian Capital Territory (Self-Government) Act 1988</i> (Cth).
<b>Small to Medium Enterprise (SME)</b>	means a business that has fewer than 200 full time employees or equivalent (FTEs). This is different to ACT Government's old definition of a Regional SME, which was a combination of an SME and a business located in the Canberra Region.
<b>Local Business</b>	means a business located within the Canberra Region is a business that is registered or has an office in the ACT or a set of surrounding NSW Shire Councils including; Bega Valley, Eurobodalla, Goulburn Mulwaree, Hilltops, Queanbeyan-Palerang, Snowy Monaro, Upper Lachlan, Yass Valley, (refer to CBRJO).

**Pond, Aleks (Health)**

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**From:** Kelly, Chris (Health)  
**Sent:** Tuesday, 6 November 2018 5:10 PM  
**To:** Mackey, Patricia; Boggs, Daniel; Aloisi, Bruno (Health)  
**Cc:** Stefanovic, Vojkan (Health); De Ridder, Linda (Health); Barr, Conrad (Health)  
**Subject:** HCMG - Seeking Comment on RFQ [DLM=For-Official-Use-Only]  
**Attachments:** Request-for-Quote-Services HASS1 Draft 20181105.docx

Good afternoon all,

I have recently joined the Environmental Health Policy and Projects (EHPP) team while [REDACTED]. The EHPP has developed a request for quote (RFQ) for time limited, hoarding advocacy support services (HASS), to be developed and delivered by a suitable NGO.

The draft RFQ is attached for your review and comment, the background section of the RFQ provides additional detail on the proposal. In anticipation of a relatively tight procurement timeline, I am undertaking a targeted consultation with key members of the HCMG that have client based functions.

I would ask your assistance to review the draft RFQ and provide:

- comment in track change format; and
- recommendations for NGOs that would be well placed to fulfil the terms of the RFQ

-by return email to [chris.kelly@act.gov.au](mailto:chris.kelly@act.gov.au) by **10:00 12 November 2018**.

Happy also to field any questions members may have on the process.

Kind regards

Chris  
**Chris Kelly | A/g Manager**  
**Environmental Health Policy and Projects**  
**Health Protection Service | Public Health Protection and Regulation | ACT Health**  
Ph: (02) 6205 1701  
Mob: [REDACTED]  
E: [chris.kelly@act.gov.au](mailto:chris.kelly@act.gov.au)





## Goods and Services

### REQUEST FOR QUOTE (Services) under \$200,000

#### REQUEST FOR QUOTE INFORMATION

The Territory as represented by the Select your directorate would like to invite insert supplier's name to respond to this request for quotation (RFQ).

This RFQ comprises:

- [Schedule 1 – Statement of Requirement](#)
- [Schedule 2 – Supplier Quotation](#)
- [Schedule 3 – Special Conditions](#) (if any)
- [Attachment A – RFQ Definitions](#)
- The [Territory's Standard Terms and Conditions of Quotation](#) located on the [Tenders ACT website](#).

#### SCHEDULE 1 – STATEMENT OF REQUIREMENT

RFQ Title:	Hording Advocacy Support Services (HASS)	RFQ Number (if applicable)	2018 5418
Directorate:	Health	Section/Business Unit:	Environmental Health Policy and Projects (EHPP)
Date Issued:	23/11/2018	Closing Date:	11/12/2018
Referees Requested:	No	Closing Time:	15:30
Territory Contact Officer:	For all matters relating to this RFQ contact: Christopher Kelly (02) 62051701 <a href="mailto:chris.kelly@act.gov.au">chris.kelly@act.gov.au</a>	Supplies Required by:	Click here to enter a date
Lodgement method:	Quotations should be lodged with Christopher Kelly A/g Manager EHPP in PDF format by the closing time and closing date specified above. <b>Please note:</b> due to system restrictions responses cannot exceed one file and 3MB.		
Questions	Any questions relating to this RFQ should be address to Christopher Kelly and emailed to <a href="mailto:chris.kelly@act.gov.au">chris.kelly@act.gov.au</a>		

#### The Requirement

Item	Details
Description of Requirement:	<p>Provision of time limited, hoarding advocacy support services (HASS) to individuals experiencing severe complex hoarding and squalor issues. The HASS would support and complement the existing ACT Government management of severe and complex cases of hoarding and squalor in the ACT community, currently overseen by the multi-agency Hoarding Case Management Group (HCMG).</p> <p>The key focus of the provision of targeted HASS case management is working with, and advocating for, individuals to improve their particular hoarding circumstance and to provide effective liaison between the individuals, government regulators, government support services and community support services.</p>

Item	Details
	<p>The HASS would be assigned to severe and complex hoarding cases managed by the HCMG during the first half of 2019 (from January to June). As of October 2018, there were six such cases being managed by the HCMG.</p> <p>HASS would include, but not be limited to:</p> <ol style="list-style-type: none"> <li>1. building relationships with severe hoarding clients;</li> <li>2. acting as a case manager for severe hoarding cases managed by the HCMG (in collaboration with the relevant lead government agency);</li> <li>3. providing targeted counselling, social and advocacy support to individuals;</li> <li>4. facilitating the provision of domestic services (such as the sub-contracting of cleaners or gardeners);</li> <li>5. assisting the client access and navigate existing supports, such as mental health teams and My Aged Care; and</li> <li>6. providing primary day-to-day liaison between the hoarder and the regulator.</li> </ol> <p>The provision of HASS case management would align with the ACT Government commitment to better homes, better communities and better suburbs, by seeking to improve living conditions and urban amenity for those affected by severe and complex hoarding and squalor.</p> <p>The provision of HASS case management would also align with the ACT Government commitment to build inclusion, equality and fairness in our community, by supporting the equal and fair treatment of those affected by hoarding and their neighbours, in the ACT Government's response to, and management of, hoarding.</p> <p>It is anticipated that HASS would make ongoing investments in regulatory interventions more cost effective due to improved outcomes and ongoing support to minimise relapse. The efficacy of the HASS case management model will be evaluated by the provider and by the HCMG. It is possible that longer term HASS services will be sought by the ACT Government, pending positive evaluation of this initial HASS period.</p>
Background Information:	<p>The ACT Government is called upon to address a small number of cases of severe hoarding and squalor in the ACT. Severe hoarding and squalor has profound impacts on the responsible individual, such as posing public health and safety risks. It also impacts on neighbours, including diminishing urban amenity and enjoyment of their home and property.</p> <p>Numerous ACT Government directorates have legislative levers available to engage with hoarding and domestic squalor issues. In 2015, HCMG was established to enhance the whole-of-government approach to the management of severe and complex hoarding and domestic squalor cases.</p> <p>The HCMG acknowledges that each case of severe hoarding is different and there is no single regulatory approach that will resolve all cases. Severe and complex cases require the ongoing involvement of several agencies at any given time. An individual living with a severe hoarding or squalor circumstance often has competing health and social issues which require multidisciplinary interventions and a cross-sector approach to achieve optimal stability and better outcomes, including connecting with their community.</p> <p>Individuals can be unreceptive to support offered by the government, who are seen primarily in the role of regulator. Optimal resolution of complex hoarding cases may require regulatory action in conjunction with non-government support and case management. Ongoing HASS may also decrease the frequency of regulatory action.</p> <p>It is anticipated that HASS case management provided by a non-government organisation (NGO) would positively contribute to improved partnership outcomes in the management of severe cases of hoarding and squalor in the ACT.</p>
Delivery Information:	<p>In developing and delivering the HASS the provider will:</p> <ul style="list-style-type: none"> <li>• Be cognisant of relevant ACT legislation.</li> <li>• Maintain regular communication with the nominated contact officer on HASS Case management progress and key milestones.</li> <li>• Report to the HCMG regularly and attend HCMG meetings as indicated</li> </ul>



Item	Details
	<ul style="list-style-type: none"> <li>Provide a written report to the HCMG at the end of HASS period (by 30 July 2019). The report will include a description of the HASS provided, challenges faced and recommendations for ongoing and future provision of HASS.</li> </ul>
Standards and Best Practice:	<p>The ACT Government's regulatory services portfolio are informed by legislation and the development and implementation of strategic and operational plans. The HCMG activities involve legislation and statutory arrangements relevant to the management of severe and complex hoarding and squalor in the ACT. These include:</p> <ul style="list-style-type: none"> <li><i>Planning and Development Act 2007 (ACT)</i></li> <li><i>Building Act 2004 (ACT)</i></li> <li><i>Work Health and Safety Act 2011 (ACT)</i></li> <li><i>Public Health Act 1997 (ACT)</i></li> <li><i>Mental Health Act 2015 (ACT)</i></li> <li><i>ACT Emergencies Act 2004 (ACT)</i></li> <li><i>Waste Management and Resource Recovery Act 2016 (ACT)</i></li> <li><i>Litter Act 2004 (ACT)</i></li> <li><i>Public Trustee and Guardian Act 1985 (ACT)</i></li> <li><i>Human Rights Act 2004 (ACT)</i></li> <li><i>Housing Assistance Act 2007 (ACT)</i></li> <li><i>Residential Tenancies Act 1997 (ACT)</i></li> </ul>

## SCHEDULE 2 – QUOTATION

### Respondent's Details

Full legal name:	Insert your full legal or company name.
Registered office or postal address:	Insert your registered office address or postal address.
ACN/ARBN (if applicable):	Insert your ACN or ARBN if applicable.
ABN (if applicable):	Insert your ABN if applicable.

### Contact Officer

For all matters relating to this RFQ, including any notices, the Respondent's contact officer will be:

Name or position title:	Insert the name or position title of the contact officer.
Work:	Insert the work contact number for the contact officer.
Mobile:	Insert a contact mobile number if applicable.
Email:	Insert an email address for the contact officer.

**IMPORTANT:** The ACT Government has implemented the [Canberra Region Local Industry Participation Policy \(LIPP\)](#) to ensure competitive local businesses are given every opportunity to compete to bid for government contracts. Please indicate if your business is an SME or a local business to assist the purchasing officer fulfil their requirements. Definitions are available in Attachment A. This is not part of the Assessment Criteria.

Is your business a Small to Medium Enterprise?	Choose an item.
Is your business a local business; i.e. located in the Canberra Region?	Choose an item.

This Request for Quotation will be assessed against the following Assessment Criteria.

- Evidence that the provider can deliver effective Hoarding Advocacy Support Services case management within the specified timeframe.
- Evidence that all the nominated personnel are available to undertake the requirements of the RFQ.
- The capability of the provider to fulfil the requirement including: technical and management competence, financial viability and relevant experience; the relevant skills, experience and availability of key personnel; quality assurance requirements; and the risks or constraints associated with your offer.
- Evidence that the proposed program offers value for money.

**Evaluation of your quote will be based on value for money (e.g. capacity, capability and budget/costs). When completing this RFQ ensure your response covers these areas.**

Insert your description of how you will meet the Territory's requirements as set out in Schedule 1. Include details of products/services and your capacity to deliver against the requirements.

### **Prices for Services**

Make sure you include the following for each service requirement:

- Task
- Milestone deliverable (if applicable)
- Milestone delivery date (if applicable)
- Payment schedule excluding GST
- Payment schedule GST component
- Payment schedule including GST

Also include the total costs broken down into:

- Total GST Exclusive
- Total GST
- Total GST inclusive

### **Insurance Details**

**The Supplier must effect and maintain, for the Term, all insurances required to be effected by it by law and the following insurances:**

- **Public liability insurance in the amount of \$10 million in the aggregate**
- **Product liability insurance in the amount of \$10 million in the aggregate**
- **Professional indemnity insurance in the amount of \$10 million in the aggregate**

**If required by the Territory, the Supplier must provide evidence of the above insurance.**

### **Specified Personnel (delete if not applicable)**

Note: Rate's must be in Australian dollars, and include any duty payable.

Make sure you include the following information for each specified personnel:

- Name
- Position or Role
- Rate excluding GST
- Rate including GST
- Anticipated time
- Total of person
- Current level of security clearance

Also include the total costs for all personnel broken down into:

- Total GST Exclusive
- Total GST
- Total GST inclusive

### **Subcontractors (delete if not applicable)**

Make sure you include the following information for each subcontractor:

- Legal name and ABN/ACN
- Scope of work to be subcontracted and technical specifications
- Fees and associated expenses excluding GST
- Fees and associated expenses including GST

### **Referees (delete if not applicable)**

If referees have been requested in Schedule 1 make sure you provide the following information for each referee:

- Name
- Position/Company
- Phone Number
- Email Address

### SCHEDULE 3 – SPECIAL CONDITIONS OF QUOTATION

**i** For many requirements it will not be necessary to specify any special conditions. However, some directorates have developed a range of special conditions (e.g. directorate specific security requirements).

Insert any additional information here if applicable.

### RESPONDENT DECLARATION

**i** I/We quote to provide the Supplies described in the RFQ at the GST inclusive prices specified in the Quotation.

I/We undertake to provide evidence of insurance policies if selected as the preferred Respondent prior to entering into a contract with the Territory.

I/We declare I/We have sighted and agree to the Territory's Standard Terms and Conditions of Quotation (located on the Tenders ACT website), and any Special Conditions of RFQ at Schedule 3.

I/We declare that all information required by the General Conditions of RFQ has been included in our Quotation.

Prior to signing ensure you have the legal authority to be a signatory for this quote.

**NB: physical signatures are not required for this document. Complete the information and return electronically to the email address provided in Schedule 1.**

Signatory's Full Printed Name:	Insert your full name.	Signatory's Title/Position:	Insert you position or title.
Signatory's Phone Number:	Insert your phone number, including area code.	Signatory's email address:	Insert your email address.
Date:	Click here to enter a date.		

**ATTACHMENT A - DEFINITIONS**

The following definitions apply to this RFQ:

<b>Assessment Criteria</b>	the criteria by which a quotation will be evaluated, set out in Schedule 2 – Quotation.
<b>Quotation</b>	means a quotation lodged by a respondent in response to an RFQ.
<b>Respondent</b>	means the legal entity that submits a quotation.
<b>Supplies</b>	means the goods, services or goods and services specified in Schedule 1 of this RFQ, and includes all incidental goods and services that are reasonably necessary to allow the Territory to use and understand the supplies to their full benefit.
<b>Territory</b>	when used in a geographical sense, means the Australia Capital Territory, when used in any other sense, the body politic established under the <i>Australian Capital Territory (Self-Government) Act 1988</i> (Cth).
<b>Small to Medium Enterprise (SME)</b>	means a business that has fewer than 200 full time employees or equivalent (FTEs). This is different to ACT Government's old definition of a Regional SME, which was a combination of an SME and a business located in the Canberra Region.
<b>Local Business</b>	means a business located within the Canberra Region is a business that is registered or has an office in the ACT or a set of surrounding NSW Shire Councils including; Bega Valley, Eurobodalla, Goulburn Mulwaree, Hilltops, Queanbeyan-Palerang, Snowy Monaro, Upper Lachlan, Yass Valley, ( <u>refer to CBRJO</u> ).

**Pond, Aleks (Health)**

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**From:** Kelly, Chris (Health)  
**Sent:** Wednesday, 7 November 2018 12:04 PM  
**To:** Boggs, Daniel; Mackey, Patricia; Aloisi, Bruno (Health)  
**Cc:** Stefanovic, Vojkan (Health); De Ridder, Linda (Health); Barr, Conrad (Health)  
**Subject:** RE: HCMG - Seeking Comment on RFQ [DLM=For-Official-Use-Only]

Your advice noted with thanks Daniel.

Chris

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**From:** Boggs, Daniel  
**Sent:** Wednesday, 7 November 2018 11:58 AM  
**To:** Kelly, Chris (Health) <Chris.Kelly@act.gov.au>; Mackey, Patricia <Patricia.Mackey@act.gov.au>; Aloisi, Bruno (Health) <Bruno.Aloisi@act.gov.au>  
**Cc:** Stefanovic, Vojkan (Health) <Vojkan.Stefanovic@act.gov.au>; De Ridder, Linda (Health) <Linda.DeRidder@act.gov.au>; Barr, Conrad (Health) <Conrad.Barr@act.gov.au>  
**Subject:** RE: HCMG - Seeking Comment on RFQ [DLM=For-Official-Use-Only]

Hi Chris,

Thank you for sending this through. It explains the purposes clearly and reads well.

I agree with Bruno about the need for KPI's to be included in this document. KPI's should reflect the outcomes of the project and guide what information is included in the end of service report. The response will also provide a platform to build on best practice into the future.

Woden Community Service would be best placed to respond to the RFQ and deliver the service.

- previously been funded to provide services in response to squalor and hoarding;
- currently facilitate the buried in treasure hoarding program (<https://www.wcs.org.au/~wcsorg/whats-on-at-wcs/latest-news/332-buried-in-treasure-information-session-on-26-june-2018> );
- have a volunteer staffed squalor and hoarding connection program (self-funded);
- is/was a member of the Canberra Living Conditions Network (<http://www.clcn.org.au/> ) when it was active.

Housing utilise other NGO's funded through CASP, NDIS or My Aged Care to address separate areas of need but do not have the extensive experience or ongoing commitment to squalor and hoarding as Woden Community Service.

Regards,

**Daniel Boggs**  
**Intensive Support Housing Practitioner**  
**Phone 02 6207 0855**  
**Nature Conservation House Belconnen | Locked Bag 3000 Belconnen ACT 2616**




---

**From:** Kelly, Chris (Health)  
**Sent:** Tuesday, 6 November 2018 5:10 PM  
**To:** Mackey, Patricia <Patricia.Mackey@act.gov.au>; Boggs, Daniel <Daniel.Boggs@act.gov.au>; Aloisi, Bruno (Health) <Bruno.Aloisi@act.gov.au>

**Cc:** Stefanovic, Vojkan (Health) <Vojkan.Stefanovic@act.gov.au>; De Ridder, Linda (Health) <Linda.DeRidder@act.gov.au>; Barr, Conrad (Health) <Conrad.Barr@act.gov.au>  
**Subject:** HCMG - Seeking Comment on RFQ [DLM=For-Official-Use-Only]

Good afternoon all,

I have recently joined the Environmental Health Policy and Projects (EHPP) team while [REDACTED]  
[REDACTED] The EHPP has developed a request for quote (RFQ) for time limited, hoarding advocacy support services (HASS), to be developed and delivered by a suitable NGO.

The draft RFQ is attached for your review and comment, the background section of the RFQ provides additional detail on the proposal. In anticipation of a relatively tight procurement timeline, I am undertaking a targeted consultation with key members of the HCMG that have client based functions.

I would ask your assistance to review the draft RFQ and provide:

- comment in track change format; and
- recommendations for NGOs that would be well placed to fulfil the terms of the RFQ

-by return email to [chris.kelly@act.gov.au](mailto:chris.kelly@act.gov.au) by **10:00 12 November 2018**.

Happy also to field any questions members may have on the process.

Kind regards

Chris

Chris Kelly | A/g Manager

Environmental Health Policy and Projects

Health Protection Service | Public Health Protection and Regulation | ACT Health

Ph: (02) 6205 1701

Mob: [REDACTED]

E: [chris.kelly@act.gov.au](mailto:chris.kelly@act.gov.au)

For clearance please. [Redacted]

# Action Memo 12/11/18

Memo To <i>Conrad Barr</i>	File on <i>/</i>
From <i>Vojko Stokrovic</i>	Refer Folio  

**Tick Appropriate Box**

- For Action
- For Information
- For Comments
- For Approval
- Approval Please
- For Signature
- Prepare Reply
- Prepare Draft Reply
- Reply
- Discuss
- Note and Retain
- Please Speak/Phone
- Circulate and Consolidate Reply

**Further Comments**

*Vojko*

*please see draft RFQ for Housing Advisory Sppt Units UASJ. Now includes comment from mental health and housing.*

*Next steps following Conrad's approval*

- Submit draft RFQ to Laura McDonald (Procurement) for review*
- Circulate to 3 suppliers*
- Form selection panel*
- Review responses provide procurement packet to Laura*

[Redacted Signature]	Date <i>12/11/18</i>	Tel Extn  
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## Goods and Services REQUEST FOR QUOTE (Services) under \$200,000

### REQUEST FOR QUOTE INFORMATION

The Territory as represented by the Select your directorate would like to invite insert supplier's name to respond to this request for quotation (RFQ).

This RFQ comprises:

- Schedule 1 – Statement of Requirement
- Schedule 2 – Supplier Quotation
- Schedule 3 – Special Conditions (if any)
- Attachment A – RFQ Definitions
- The Territory's Standard Terms and Conditions of Quotation located on the Tenders ACT website.

*CK*  
12/11/18

### SCHEDULE 1 – STATEMENT OF REQUIREMENT

RFQ Title:	Hording Advocacy Support Services (HASS)	RFQ Number (if applicable)	2018 5418
Directorate:	Health	Section/Business Unit:	Environmental Health Policy and Projects (EHPP)
Date Issued:	23/11/2018	Closing Date:	11/12/2018
Referees Requested:	No	Closing Time:	15:30
Territory Contact Officer:	For all matters relating to this RFQ contact: Christopher Kelly (02) 62051701 <a href="mailto:chris.kelly@act.gov.au">chris.kelly@act.gov.au</a>	Supplies Required by:	Click here to enter a date
Lodgement method:	Quotations should be lodged with Christopher Kelly A/g Manager EHPP in PDF format by the closing time and closing date specified above. <b>Please note:</b> due to system restrictions responses cannot exceed one file and 3MB.		
Questions	Any questions relating to this RFQ should be address to Christopher Kelly and emailed to <a href="mailto:chris.kelly@act.gov.au">chris.kelly@act.gov.au</a>		

### The Requirement

Item	Details
Description of Requirement:	<p>Provision of time limited, hoarding advocacy support services (HASS) to clients experiencing severe complex hoarding and squalor issues. The HASS would support and complement the existing ACT Government management of severe and complex cases of hoarding and squalor in the ACT community, currently overseen by the multi-agency Hoarding Case Management Group (HCMG).</p> <p>The key focus of the provision of targeted HASS case management is working with, and advocating for, clients to improve their particular hoarding circumstance and to provide effective liaison between the individuals, government regulators, government support services and community support services.</p>



Item	Details
<p><i>Mental Health recommended inclusion of LPIs here →</i></p>	<p>The HASS would be delivered to severe and complex hoarding cases managed by the HCMG during the first half of 2019 (from January to June). As of October 2018, there were six such cases being managed by the HCMG.</p> <p>HASS would include, but not be limited to:</p> <ol style="list-style-type: none"> <li>1. building relationships with severe hoarding clients;</li> <li>2. acting as a case manager for severe hoarding clients managed by the HCMG (in collaboration with the relevant lead government agency);</li> <li>3. providing targeted counselling, social and advocacy support to clients;</li> <li>4. facilitating the provision of domestic services (such as the sub-contracting of cleaners or gardeners);</li> <li>5. assisting the client access and navigate existing supports, such as mental health teams and My Aged Care; and</li> <li>6. providing primary day-to-day liaison between the hoarder and the regulator.</li> </ol> <p>The provision of HASS case management would align with the ACT Government commitment to better homes, better communities and better suburbs, by seeking to improve living conditions and urban amenity for those affected by severe and complex hoarding and squalor. The provision of HASS case management would also align with the ACT Government commitment to build inclusion, equality and fairness in our community, by supporting the equal and fair treatment of those affected by hoarding and their neighbours, in the ACT Government's response to, and management of, hoarding.</p> <p>It is anticipated that HASS would make ongoing investments in regulatory interventions more cost effective due to improved outcomes and ongoing support to minimise relapse.</p> <p><b>Evaluation</b></p> <p>The efficacy of the HASS case management model will be self-evaluated by the provider and by the HCMG. Evaluation would include the presentation of evidence that the delivery of HASS has, on balance, directly or indirectly contributed to:</p> <ul style="list-style-type: none"> <li>• increased client amenity, wellbeing and community engagement;</li> <li>• decreased hoarding activity by the client (a measurable reduction in squalor, public health and public safety risks);</li> <li>• decreased interventions required by the regulator; and</li> <li>• decrease the number of related complaints received from the public.</li> </ul> <p>It is possible that longer term HASS services will be sought by the ACT Government, pending positive evaluation of this initial HASS period (see delivery information).</p>
<p>Background Information:</p>	<p>The ACT Government is called upon to address a small number of cases of severe hoarding and squalor in the ACT. Severe hoarding and squalor has profound impacts on the responsible individual, such as posing public health and safety risks. It also impacts on neighbours, including diminishing urban amenity and enjoyment of their home and property.</p> <p>Numerous ACT Government directorates have legislative levers available to engage with hoarding and domestic squalor issues. In 2015, HCMG was established to enhance the whole-of-government approach to the management of severe and complex hoarding and domestic squalor cases.</p> <p>The HCMG acknowledges that each case of severe hoarding is different and there is no single regulatory approach that will effectively resolve all cases. Severe and complex cases require the ongoing involvement of several agencies at any given time. An individual living with a severe hoarding or squalor circumstance often has competing health and social issues which require multidisciplinary interventions and a cross-sector approach to achieve optimal stability and better outcomes, including connecting with their community.</p> <p>Individuals can be unreceptive to support offered by the government, who are seen primarily in the role of regulator. Optimal resolution of complex hoarding cases may require regulatory action in conjunction with non-government support and case management. Ongoing HASS may also decrease the frequency of regulatory action. It is anticipated that HASS case management provided by a non-government organisation (NGO) would positively</p>

Item	Details
	contribute to improved partnership outcomes in the management of severe cases of hoarding and squalor in the ACT.
Delivery Information:	In developing and delivering the HASS the provider will: <ul style="list-style-type: none"> <li>• Be cognisant of relevant ACT legislation.</li> <li>• Maintain regular communication with the nominated contact officer on HASS case management progress and key milestones.</li> <li>• Report to the HCMG regularly and attend HCMG meetings as indicated.</li> <li>• Provide a written report to the HCMG at the end of HASS period (by 30 July 2019). The report will include a description of the HASS provided and the operational challenges faced. The report should also address the evaluation dot points described in the Description of Requirement section above and include operational recommendations for future provision of HASS for HCMG consideration.</li> </ul>
Standards and Best Practice:	The ACT Government's regulatory services portfolio are informed by legislation and the development and implementation of strategic and operational plans. HCMG activities involve legislation and statutory arrangements relevant to the management of severe and complex hoarding and squalor in the ACT. These include: <ul style="list-style-type: none"> <li>• <i>Planning and Development Act 2007</i> (ACT)</li> <li>• <i>Building Act 2004</i> (ACT)</li> <li>• <i>Work Health and Safety Act 2011</i> (ACT)</li> <li>• <i>Public Health Act 1997</i> (ACT)</li> <li>• <i>Mental Health Act 2015</i> (ACT)</li> <li>• <i>ACT Emergencies Act 2004</i> (ACT)</li> <li>• <i>Waste Management and Resource Recovery Act 2016</i> (ACT)</li> <li>• <i>Litter Act 2004</i> (ACT)</li> <li>• <i>Public Trustee and Guardian Act 1985</i> (ACT)</li> <li>• <i>Human Rights Act 2004</i> (ACT)</li> <li>• <i>Housing Assistance Act 2007</i> (ACT)</li> <li>• <i>Residential Tenancies Act 1997</i> (ACT)</li> </ul>

## SCHEDULE 2 – QUOTATION

### Respondent's Details

Full legal name:	Insert your full legal or company name.
Registered office or postal address:	Insert your registered office address or postal address.
ACN/ARBN (if applicable):	Insert your ACN or ARBN if applicable.
ABN (if applicable):	Insert your ABN if applicable.

### Contact Officer

For all matters relating to this RFQ, including any notices, the Respondent's contact officer will be:

Name or position title:	Insert the name or position title of the contact officer.
Work:	Insert the work contact number for the contact officer.
Mobile:	Insert a contact mobile number if applicable.
Email:	Insert an email address for the contact officer.

**IMPORTANT: The ACT Government has implemented the Canberra Region Local Industry Participation Policy (LIPP) to ensure competitive local businesses are given every opportunity to compete to bid for government contracts. Please indicate if your business is an SME or a local business to assist the purchasing officer fulfil their requirements. Definitions are available in Attachment A. This is not part of the Assessment Criteria.**

Is your business a Small to Medium Enterprise?	Choose an item.
Is your business a local business; i.e. located in the Canberra Region?	Choose an item.

This Request for Quotation will be assessed against the following Assessment Criteria.

1. Evidence that the provider can deliver effective Hoarding Advocacy Support Services (HASS) case management within the specified timeframe.
2. Evidence that all the nominated personnel are available to undertake the requirements of the RFQ.
3. The capability of the provider to fulfil the requirement including: technical and management competence, financial viability and relevant experience; the relevant skills, experience and availability of key personnel; quality assurance requirements; and the risks or constraints associated with your offer.
4. Evidence that the provider is capable of undertaking effective evaluation of HASS.
5. Evidence that the proposed program offers value for money.

**Evaluation of your quote will be based on value for money (e.g. capacity, capability and budget/costs). When completing this RFQ ensure your response covers these areas.**

Insert your description of how you will meet the Territory's requirements as set out in Schedule 1. Include details of products/services and your capacity to deliver against the requirements.

### **Prices for Services**

Make sure you include the following for each service requirement:

- Task
- Milestone deliverable (if applicable)
- Milestone delivery date (if applicable)
- Payment schedule excluding GST
- Payment schedule GST component
- Payment schedule including GST

Also include the total costs broken down into:

- Total GST Exclusive
- Total GST
- Total GST inclusive

### **Insurance Details**

**The Supplier must effect and maintain, for the Term, all insurances required to be effected by it by law and the following insurances:**

- **Public liability insurance in the amount of \$10 million in the aggregate**
- **Product liability insurance in the amount of \$10 million in the aggregate**
- **Professional indemnity insurance in the amount of \$10 million in the aggregate**

**If required by the Territory, the Supplier must provide evidence of the above insurance.**

### **Specified Personnel (delete if not applicable)**

Note: Rate's must be in Australian dollars, and include any duty payable.

Make sure you include the following information for each specified personnel:

- Name
- Position or Role
- Rate excluding GST
- Rate including GST
- Anticipated time
- Total of person
- Current level of security clearance

Also include the total costs for all personnel broken down into:

- Total GST Exclusive
- Total GST
- Total GST inclusive

### **Subcontractors (delete if not applicable)**

Make sure you include the following information for each subcontractor:

- Legal name and ABN/ACN
- Scope of work to be subcontracted and technical specifications
- Fees and associated expenses excluding GST
- Fees and associated expenses including GST

### Referees (delete if not applicable)

If referees have been requested in Schedule 1 make sure you provide the following information for each referee:

- Name
- Position/Company
- Phone Number
- Email Address

## SCHEDULE 3 – SPECIAL CONDITIONS OF QUOTATION

**i** For many requirements it will not be necessary to specify any special conditions. However, some directorates have developed a range of special conditions (e.g. directorate specific security requirements).

Insert any additional information here if applicable.

## RESPONDENT DECLARATION

**i** I/We quote to provide the Supplies described in the RFQ at the GST inclusive prices specified in the Quotation.

I/We undertake to provide evidence of insurance policies if selected as the preferred Respondent prior to entering into a contract with the Territory.

I/We declare I/We have sighted and agree to the Territory's Standard Terms and Conditions of Quotation (located on the Tenders ACT website), and any Special Conditions of RFQ at Schedule 3.

I/We declare that all information required by the General Conditions of RFQ has been included in our Quotation.

Prior to signing ensure you have the legal authority to be a signatory for this quote.

**NB: physical signatures are not required for this document. Complete the information and return electronically to the email address provided in Schedule 1.**

Signatory's Full Printed Name:	Insert your full name.	Signatory's Title/Position:	Insert your position or title.
Signatory's Phone Number:	Insert your phone number, including area code.	Signatory's email address:	Insert your email address.
Date:	Click here to enter a date.		

**ATTACHMENT A - DEFINITIONS**

The following definitions apply to this RFQ:

<b>Assessment Criteria</b>	the criteria by which a quotation will be evaluated, set out in Schedule 2 – Quotation.
<b>Quotation</b>	means a quotation lodged by a respondent in response to an RFQ.
<b>Respondent</b>	means the legal entity that submits a quotation.
<b>Supplies</b>	means the goods, services or goods and services specified in Schedule 1 of this RFQ, and includes all incidental goods and services that are reasonably necessary to allow the Territory to use and understand the supplies to their full benefit.
<b>Territory</b>	when used in a geographical sense, means the Australia Capital Territory, when used in any other sense, the body politic established under the <i>Australian Capital Territory (Self-Government) Act 1988</i> (Cth).
<b>Small to Medium Enterprise (SME)</b>	means a business that has fewer than 200 full time employees or equivalent (FTEs). This is different to ACT Government's old definition of a Regional SME, which was a combination of an SME and a business located in the Canberra Region.
<b>Local Business</b>	means a business located within the Canberra Region is a business that is registered or has an office in the ACT or a set of surrounding NSW Shire Councils including; Bega Valley, Eurobodalla, Goulburn Mulwaree, Hilltops, Queanbeyan-Palerang, Snowy Monaro, Upper Lachlan, Yass Valley, ( <u>refer to CBRJO</u> ).

**Pond, Aleks (Health)**

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**From:** Kelly, Chris (Health)  
**Sent:** Tuesday, 13 November 2018 2:10 PM  
**To:** Duffy, Adam (Health); Cannon, Craig (Health)  
**Subject:** Procurement Evaluation Panel - HASS [DLM=Sensitive]  
**Attachments:** Request-for-Quote-Services HASS1 Draft 20181112.docx; Deed-Confidentiality-Public-Servants HASS.doc; Quotation-Evaluation-Team-Responsibilities.docx; Evaluation-Buying-GS.docx

Hi gents,

Thanks for agreeing to assist with my procurement evaluation.

**Current Status**

I have sought targeted comment on the draft HASS RFQ from members of the Hoarding Case Management Group (HCMG). Mental Health and Housing provided comment which I have incorporated.

Conrad has approved the draft and it has just been sent to ACT Health procurement for final review.

**Next steps**

- Please complete the attached Deed of Confidentiality (and return to me)
- I will circulate the approved RFQ to three providers between late November – early December ( I still need to identify an additional provider).
- Convene the panel to evaluate responses using the attached evaluation form (also attached is the Evaluation Team responsibilities for reference).
- After we have evaluated the responses and selected a preferred provider, I will complete procurement package B and send all documents to procurement for review.

I am cognoscent that the looming xmas closedown will make things tight and I am working with this in mind.

Talk soon

Chris

**Chris Kelly | A/g Manager**

**Environmental Health Policy and Projects**

**Health Protection Service | Public Health Protection and Regulation | ACT Health**

Ph: (02) 6205 1701

Mob: [REDACTED]

E: [chris.kelly@act.gov.au](mailto:chris.kelly@act.gov.au)





## Goods and Services

### REQUEST FOR QUOTE (Services) under \$200,000

#### REQUEST FOR QUOTE INFORMATION

The Territory as represented by the Select your directorate would like to invite insert supplier's name to respond to this request for quotation (RFQ).

This RFQ comprises:

- [Schedule 1 – Statement of Requirement](#)
- [Schedule 2 – Supplier Quotation](#)
- [Schedule 3 – Special Conditions](#) (if any)
- [Attachment A – RFQ Definitions](#)
- The [Territory's Standard Terms and Conditions of Quotation](#) located on the [Tenders ACT website](#).

#### SCHEDULE 1 – STATEMENT OF REQUIREMENT

RFQ Title:	Hording Advocacy Support Services (HASS)	RFQ Number (if applicable)	2018 5418
Directorate:	Health	Section/Business Unit:	Environmental Health Policy and Projects (EHPP)
Date Issued:	23/11/2018	Closing Date:	11/12/2018
Referees Requested:	No	Closing Time:	15:30
Territory Contact Officer:	For all matters relating to this RFQ contact: Christopher Kelly (02) 62051701 <a href="mailto:chris.kelly@act.gov.au">chris.kelly@act.gov.au</a>	Supplies Required by:	Click here to enter a date
Lodgement method:	Quotations should be lodged with Christopher Kelly A/g Manager EHPP in PDF format by the closing time and closing date specified above. <b>Please note:</b> due to system restrictions responses cannot exceed one file and 3MB.		
Questions	Any questions relating to this RFQ should be address to Christopher Kelly and emailed to <a href="mailto:chris.kelly@act.gov.au">chris.kelly@act.gov.au</a>		

#### The Requirement

Item	Details
Description of Requirement:	<p>Provision of time limited, hoarding advocacy support services (HASS) to clients experiencing severe complex hoarding and squalor issues. The HASS would support and complement the existing ACT Government management of severe and complex cases of hoarding and squalor in the ACT community, currently overseen by the multi-agency Hoarding Case Management Group (HCMG).</p> <p>The key focus of the provision of targeted HASS case management is working with, and advocating for, clients to improve their particular hoarding circumstance and to provide effective liaison between the individuals, government regulators, government support services and community support services.</p>

Item	Details
	<p>The HASS would be delivered to severe and complex hoarding cases managed by the HCMG during the first half of 2019 (from January to June). As of October 2018, there were six such cases being managed by the HCMG.</p> <p>HASS would include, but not be limited to:</p> <ol style="list-style-type: none"> <li>1. building relationships with severe hoarding clients;</li> <li>2. acting as a case manager for severe hoarding clients managed by the HCMG (in collaboration with the relevant lead government agency);</li> <li>3. providing targeted counselling, social and advocacy support to clients;</li> <li>4. facilitating the provision of domestic services (such as the sub-contracting of cleaners or gardeners);</li> <li>5. assisting the client access and navigate existing supports, such as mental health teams and My Aged Care; and</li> <li>6. providing primary day-to-day liaison between the hoarder and the regulator.</li> </ol> <p>The provision of HASS case management would align with the ACT Government commitment to better homes, better communities and better suburbs, by seeking to improve living conditions and urban amenity for those affected by severe and complex hoarding and squalor. The provision of HASS case management would also align with the ACT Government commitment to build inclusion, equality and fairness in our community, by supporting the equal and fair treatment of those affected by hoarding and their neighbours, in the ACT Government's response to, and management of, hoarding.</p> <p>It is anticipated that HASS would make ongoing investments in regulatory interventions more cost effective due to improved outcomes and ongoing support to minimise relapse.</p> <p><b>Evaluation</b></p> <p>The efficacy of the HASS case management model will be self-evaluated by the provider and by the HCMG. Evaluation would include the presentation of evidence that the delivery of HASS has, on balance, directly or indirectly contributed to:</p> <ul style="list-style-type: none"> <li>• increased client amenity, wellbeing and community engagement;</li> <li>• decreased hoarding activity by the client (a measurable reduction in squalor, public health and public safety risks);</li> <li>• decreased interventions required by the regulator; and</li> <li>• decreased number of related complaints received from the public.</li> </ul> <p>It is possible that longer term HASS services will be sought by the ACT Government, pending positive evaluation of this initial HASS period (see delivery information).</p>
Background Information:	<p>The ACT Government is called upon to address a small number of cases of severe hoarding and squalor in the ACT. Severe hoarding and squalor has profound impacts on the responsible individual, such as posing public health and safety risks. It also impacts on neighbours, including diminishing urban amenity and enjoyment of their home and property.</p> <p>Numerous ACT Government directorates have legislative levers available to engage with hoarding and domestic squalor issues. In 2015, HCMG was established to enhance the whole-of-government approach to the management of severe and complex hoarding and domestic squalor cases.</p> <p>The HCMG acknowledges that each case of severe hoarding is different and there is no single regulatory approach that will effectively resolve all cases. Severe and complex cases require the ongoing involvement of several agencies at any given time. An individual living with a severe hoarding or squalor circumstance often has competing health and social issues which require multidisciplinary interventions and a cross-sector approach to achieve optimal stability and better outcomes, including connecting with their community.</p> <p>Individuals can be unreceptive to support offered by the government, who are seen primarily in the role of regulator. Optimal resolution of complex hoarding cases may require regulatory action in conjunction with non-government support and case management. Ongoing HASS may also decrease the frequency of regulatory action. It is anticipated that HASS case management provided by a non-government organisation (NGO) would positively</p>



Item	Details
	contribute to improved partnership outcomes in the management of severe cases of hoarding and squalor in the ACT.
Delivery Information:	<p>In developing and delivering the HASS the provider will:</p> <ul style="list-style-type: none"> <li>• Be cognisant of relevant ACT legislation.</li> <li>• Maintain regular communication with the nominated contact officer on HASS case management progress and key milestones.</li> <li>• Report to the HCMG regularly and attend HCMG meetings as indicated.</li> <li>• Provide a written report to the HCMG at the end of HASS period (by 30 July 2019). The report will include a description of the HASS provided and the operational challenges faced. The report should also address the evaluation dot points described in the Description of Requirement section above and include operational recommendations for future provision of HASS for HCMG consideration.</li> </ul>
Standards and Best Practice:	<p>The ACT Government's regulatory services portfolio are informed by legislation and the development and implementation of strategic and operational plans. HCMG activities involve legislation and statutory arrangements relevant to the management of severe and complex hoarding and squalor in the ACT. These include:</p> <ul style="list-style-type: none"> <li>• <i>Planning and Development Act 2007 (ACT)</i></li> <li>• <i>Building Act 2004 (ACT)</i></li> <li>• <i>Work Health and Safety Act 2011 (ACT)</i></li> <li>• <i>Public Health Act 1997 (ACT)</i></li> <li>• <i>Mental Health Act 2015 (ACT)</i></li> <li>• <i>ACT Emergencies Act 2004 (ACT)</i></li> <li>• <i>Waste Management and Resource Recovery Act 2016 (ACT)</i></li> <li>• <i>Litter Act 2004 (ACT)</i></li> <li>• <i>Public Trustee and Guardian Act 1985 (ACT)</i></li> <li>• <i>Human Rights Act 2004 (ACT)</i></li> <li>• <i>Housing Assistance Act 2007 (ACT)</i></li> <li>• <i>Residential Tenancies Act 1997 (ACT)</i></li> </ul>

## SCHEDULE 2 – QUOTATION

### Respondent's Details

Full legal name:	Insert your full legal or company name.
Registered office or postal address:	Insert your registered office address or postal address.
ACN/ARBN (if applicable):	Insert your ACN or ARBN if applicable.
ABN (if applicable):	Insert your ABN if applicable.

### Contact Officer

For all matters relating to this RFQ, including any notices, the Respondent's contact officer will be:

Name or position title:	Insert the name or position title of the contact officer.
Work:	Insert the work contact number for the contact officer.
Mobile:	Insert a contact mobile number if applicable.
Email:	Insert an email address for the contact officer.

**IMPORTANT:** The ACT Government has implemented the Canberra Region Local Industry Participation Policy (LIPP) to ensure competitive local businesses are given every opportunity to compete to bid for government contracts. Please indicate if your business is an SME or a local business to assist the purchasing officer fulfil their requirements. Definitions are available in Attachment A. This is not part of the Assessment Criteria.

Is your business a Small to Medium Enterprise?	Choose an item.
Is your business a local business; i.e. located in the Canberra Region?	Choose an item.

This Request for Quotation will be assessed against the following Assessment Criteria.

1. Evidence that the provider can deliver effective Hoarding Advocacy Support Services (HASS) case management within the specified timeframe.
2. Evidence that all the nominated personnel are available to undertake the requirements of the RFQ.
3. The capability of the provider to fulfil the requirement including: technical and management competence, financial viability and relevant experience; the relevant skills, experience and availability of key personnel; quality assurance requirements; and the risks or constraints associated with your offer.
4. Evidence that the provider is capable of undertaking effective evaluation of HASS.
5. Evidence that the proposed program offers value for money.

**Evaluation of your quote will be based on value for money (e.g. capacity, capability and budget/costs). When completing this RFQ ensure your response covers these areas.**

Insert your description of how you will meet the Territory's requirements as set out in Schedule 1. Include details of products/services and your capacity to deliver against the requirements.

### **Prices for Services**

Make sure you include the following for each service requirement:

- Task
- Milestone deliverable (if applicable)
- Milestone delivery date (if applicable)
- Payment schedule excluding GST
- Payment schedule GST component
- Payment schedule including GST

Also include the total costs broken down into:

- Total GST Exclusive
- Total GST
- Total GST inclusive

### **Insurance Details**

**The Supplier must effect and maintain, for the Term, all insurances required to be effected by it by law and the following insurances:**

- **Public liability insurance in the amount of \$10 million in the aggregate**
- **Product liability insurance in the amount of \$10 million in the aggregate**
- **Professional indemnity insurance in the amount of \$10 million in the aggregate**

**If required by the Territory, the Supplier must provide evidence of the above insurance.**

### **Specified Personnel (delete if not applicable)**

Note: Rate's must be in Australian dollars, and include any duty payable.

Make sure you include the following information for each specified personnel:

- Name
- Position or Role
- Rate excluding GST
- Rate including GST
- Anticipated time
- Total of person
- Current level of security clearance

Also include the total costs for all personnel broken down into:

- Total GST Exclusive
- Total GST
- Total GST inclusive

### **Subcontractors (delete if not applicable)**

Make sure you include the following information for each subcontractor:

- Legal name and ABN/ACN
- Scope of work to be subcontracted and technical specifications
- Fees and associated expenses excluding GST
- Fees and associated expenses including GST

### Referees (delete if not applicable)

If referees have been requested in [Schedule 1](#) make sure you provide the following information for each referee:

- Name
- Position/Company
- Phone Number
- Email Address

## SCHEDULE 3 – SPECIAL CONDITIONS OF QUOTATION

**i** For many requirements it will not be necessary to specify any special conditions. However, some directorates have developed a range of special conditions (e.g. directorate specific security requirements).

Insert any additional information here if applicable.

## RESPONDENT DECLARATION

**i** I/We quote to provide the Supplies described in the RFQ at the GST inclusive prices specified in the Quotation.

I/We undertake to provide evidence of insurance policies if selected as the preferred Respondent prior to entering into a contract with the Territory.

I/We declare I/We have sighted and agree to the Territory's Standard Terms and Conditions of Quotation (located on the Tenders ACT website), and any Special Conditions of RFQ at Schedule 3.

I/We declare that all information required by the General Conditions of RFQ has been included in our Quotation.

Prior to signing ensure you have the legal authority to be a signatory for this quote.

**NB: physical signatures are not required for this document. Complete the information and return electronically to the email address provided in [Schedule 1](#).**

Signatory's Full Printed Name:	Insert your full name.	Signatory's Title/Position:	Insert your position or title.
Signatory's Phone Number:	Insert your phone number, including area code.	Signatory's email address:	Insert your email address.
Date:	Click here to enter a date.		

**ATTACHMENT A - DEFINITIONS**

The following definitions apply to this RFQ:

<b>Assessment Criteria</b>	the criteria by which a quotation will be evaluated, set out in Schedule 2 – Quotation.
<b>Quotation</b>	means a quotation lodged by a respondent in response to an RFQ.
<b>Respondent</b>	means the legal entity that submits a quotation.
<b>Supplies</b>	means the goods, services or goods and services specified in Schedule 1 of this RFQ, and includes all incidental goods and services that are reasonably necessary to allow the Territory to use and understand the supplies to their full benefit.
<b>Territory</b>	when used in a geographical sense, means the Australia Capital Territory, when used in any other sense, the body politic established under the <i>Australian Capital Territory (Self-Government) Act 1988</i> (Cth).
<b>Small to Medium Enterprise (SME)</b>	means a business that has fewer than 200 full time employees or equivalent (FTEs). This is different to ACT Government's old definition of a Regional SME, which was a combination of an SME and a business located in the Canberra Region.
<b>Local Business</b>	means a business located within the Canberra Region is a business that is registered or has an office in the ACT or a set of surrounding NSW Shire Councils including; Bega Valley, Eurobodalla, Goulburn Mulwaree, Hilltops, Queanbeyan-Palerang, Snowy Monaro, Upper Lachlan, Yass Valley, (refer to CBRJO).



To: Australian Capital Territory

(represented by the Health Directorate Attention: Project Manager Chris Kelly

## CONFIDENTIALITY AND CONFLICT OF INTEREST UNDERTAKING

1. This undertaking is made by \_\_\_\_\_ of  
 \_\_\_\_\_  
 print section/agency/directorate
1. I am a “public employee” of the Australian Capital Territory (**Territory**).
2. I am involved in meetings, consultations, the Request for Quotation process and/or other activities (**Activities**) associated with the Hoarding Advocacy Support Service (**Project**) that the Territory is conducting.
3. I acknowledge that by virtue of my involvement in the Activities (both present and future), I will be party to a range of discussions and have access to a range of material and information concerning the Project (**Information**). This includes, but is not limited to, electronic copies of Information stored on any device from which images, sounds, messages or writing can be produced or reproduced (such as a USB flash drive) (“Device”) .
4. I undertake that:
  - (a) I will maintain strict confidentiality regarding the Information, including any extract, report, examination, analysis or assessment of the Information;
  - (b) I will maintain security of all Information in my possession and I will not remove any Information from any premises where the Information is located;
  - (c) I will maintain security of all Devices in my possession containing Information on the Project, and return any Devices to a Procurement and Capital Works Officer upon completion of the Project; and
  - (d) I will not, without the prior written approval of either Conrad Barr, Director HPS or the Director General of the Health Directorate, make a copy of, or disclose the Project Information or any summary, analysis or assessment of the Information, or give or allow access to Devices containing Project Information to any person other than to duly authorised persons involved in the Project.
5. I understand that a list of Organisations which have lodged a submission in response to the Request for Quotation relating to the Project or

Organisations associated with them (**Organisations**), is attached to this Undertaking and/or will be notified to me on a date following my execution of this Undertaking.

6. I acknowledge that during the normal course of my duties as an employee of the Territory, I may come into contact with one or more of the Organisations, and persons associated with or acting for them.
7. Except as notified in writing by me to Conrad Barr, Director HPS or the Director General, I warrant to the Territory that, to the extent to which any Organisations' names are known to me as at the date of this Undertaking, no conflict of interest exists or is likely to arise during the course of my involvement with the Project, including by virtue of any of the following circumstances:
  - (a) during the past 12 months neither I nor any member of my immediate family has:
    - (i) been an officer of, or employed by, or engaged to provide services to, or received any payment from, any Organisation; or
    - (ii) received any gifts or benefits from any Organisation.
  - (b) neither I, nor any member of my immediate family:
    - (i) has, or has had, any ownership interest in any Organisation; or
    - (ii) is a debtor or creditor of any Organisation.
8. If any circumstance which I have set out above changes, including in respect of any Organisations notified to me after my execution of this Undertaking, I will immediately notify the project manager or the Director General of the Health Directorate and I will comply with any direction in relation to those circumstances.
9. I understand that my disclosure under **clauses 7 or 8** may result in a direction to me that I no longer participate in the Activities or the Project, or that I restrict my participation according to any direction by Chris Kelly or the Director General of the Health Directorate. I will comply with any such direction.

Dated: \_\_\_\_\_ 2019

Signature .....





To: Australian Capital Territory

(represented by the Health Directorate Attention: Project Manager Chris Kelly)

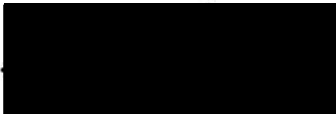
## CONFIDENTIALITY AND CONFLICT OF INTEREST UNDERTAKING

1. This undertaking is made by Craig Cannon of ACT Health Directorate.
2. I am a "public employee" of the Australian Capital Territory (**Territory**).
3. I am involved in meetings, consultations, the Request for Quotation process and/or other activities (**Activities**) associated with the Hoarding Advocacy Support Service (**Project**) that the Territory is conducting.
4. I acknowledge that by virtue of my involvement in the Activities (both present and future), I will be party to a range of discussions and have access to a range of material and information concerning the Project (**Information**). This includes, but is not limited to, electronic copies of Information stored on any device from which images, sounds, messages or writing can be produced or reproduced (such as a USB flash drive) ("Device").
5. I undertake that:
  - (a) I will maintain strict confidentiality regarding the Information, including any extract, report, examination, analysis or assessment of the Information;
  - (b) I will maintain security of all Information in my possession and I will not remove any Information from any premises where the Information is located;
  - (c) I will maintain security of all Devices in my possession containing Information on the Project, and return any Devices to a Procurement and Capital Works Officer upon completion of the Project; and
  - (d) I will not, without the prior written approval of either Conrad Barr, Director HPS or the Director General of the Health Directorate, make a copy of, or disclose the Project Information or any summary, analysis or assessment of the Information, or give or allow access to Devices containing Project Information to any person other than to duly authorised persons involved in the Project.
6. I understand that a list of Organisations which have lodged a submission in response to the Request for Quotation relating to the Project or Organisations associated with them (**Organisations**), is attached to this

Undertaking and/or will be notified to me on a date following my execution of this Undertaking.

7. I acknowledge that during the normal course of my duties as an employee of the Territory, I may come into contact with one or more of the Organisations, and persons associated with or acting for them.
8. Except as notified in writing by me to Conrad Barr, Director HPS or the Director General, I warrant to the Territory that, to the extent to which any Organisations' names are known to me as at the date of this Undertaking, no conflict of interest exists or is likely to arise during the course of my involvement with the Project, including by virtue of any of the following circumstances:
  - (a) during the past 12 months neither I nor any member of my immediate family has:
    - (i) been an officer of, or employed by, or engaged to provide services to, or received any payment from, any Organisation; or
    - (ii) received any gifts or benefits from any Organisation.
  - (b) neither I, nor any member of my immediate family:
    - (i) has, or has had, any ownership interest in any Organisation; or
    - (ii) is a debtor or creditor of any Organisation.
9. If any circumstance which I have set out above changes, including in respect of any Organisations notified to me after my execution of this Undertaking, I will immediately notify the project manager or the Director General of the Health Directorate and I will comply with any direction in relation to those circumstances.
10. I understand that my disclosure under **clauses 7 or 8** may result in a direction to me that I no longer participate in the Activities or the Project, or that I restrict my participation according to any direction by Chris Kelly or the Director General of the Health Directorate. I will comply with any such direction.

Dated: 13 November 2018

Signature .....  .....



## Pond, Aleks (Health)

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**From:** McDonald, Louise (Health)  
**Sent:** Wednesday, 14 November 2018 8:53 AM  
**To:** Kelly, Chris (Health)  
**Subject:** 2018 5418 - Engaging a not-for-profit hoarding [SEC=UNCLASSIFIED]  
**Attachments:** Request-for-Quote-Services HASS1.docx; Evaluation-Buying-GS.docx; ACT Health Directorate Procurement Minute Package B - March 2018.docx; ShortFormContract.docx; Contracts-Register-Notification V2.docx

Hello Chris

Thank you for sending the RFQ for review.

Please find attached the final RFQ, no changes have been made to this document.

Prior to sending, please ensure you add the date the supplier are required to respond by on page one (1).

### NEXT STEPS:

1. Send the RFQ to a minimum of three (3) suppliers, please note, if a company responds that they cannot provide quotes, then this is ok and we can proceed with this as a compliant procurement for \$25K to \$200K. We cannot make companies respond, Legislation states you must seek three quotes. That does not mean you will receive three quotes.
2. Evaluate the quotes using the attached evaluation template.
3. Complete the attached procurement package B, I have provided you with the Health Directorate Template (if this is not correct, please let me know and I will send the Canberra Health Services Template).
4. Send the minute, RFQ, Evaluation and all quotes to me and I will review, register it on TRIM and seek Strategic Procurement endorsement.
5. I will then return to you with the next steps to seek final approval of the procurement.
6. Once the procurement is approved, send it to me to raise a bulk purchase order, I will send you the purchase order once raised, and it will not be sent to the supplier as it is a bulk order.
7. You will then complete the attached Short Form contract (send to me for review) and forward it to the supplier advising them that they are successful, giving them their purchase order number for their invoices and asking them to review the contract and sign, noting at the time that the contract is not legally enforceable until both parties have signed it.
8. Once the contract is signed by the supplier you will send to the financial delegate for endorsement. Once they have endorsed it, you will send the final contract to the supplier and a copy of the signed contract, the word version of the contract and the attached Contract Notification form to me, I will arrange for the contract to be added to both the Health and ACT Government contract registers.

If you have any questions regarding this don't hesitate to contact me.

Warm regards  
 Louise

Louise McDonald | Acting Procurement Coordinator  
 Strategic Procurement  
 ACT Health Directorate  
 Level 4, 2 to 6 Bowes Street, Phillip, ACT 2606 | [act.gov.au](http://act.gov.au)  
 Phone: 02 6207 9048 | Email: [louise.mcdonald@act.gov.au](mailto:louise.mcdonald@act.gov.au)

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**From:** Kelly, Chris (Health)  
**Sent:** Tuesday, 13 November 2018 1:48 PM  
**To:** McDonald, Louise (Health) <[Louise.McDonald@act.gov.au](mailto:Louise.McDonald@act.gov.au)>  
**Subject:** FW: 2018 5418 - Engaging a not-for-profit hoarding [SEC=UNCLASSIFIED]

Hi Louise,

Please see draft RFQ 2018 5418 for your review.

As discussed by phone I have recently joined EHPP and have taken over this project from Tory. We are currently looking at procuring Hoarding Advocacy Support Services (HASS) which I believe meets the definition of a contractor under the procurement guidelines. I have endeavoured to describe the detail of the HASS, and the reporting and evaluation considerations which could be used to when drafting a contract for the successful provider.

I have formed an evaluation panel and sought their signatures on the deed of confidentiality.

Happy for your review and any subsequent advice.

Regards

Chris

**Chris Kelly | A/g Manager**

**Environmental Health Policy and Projects**

**Health Protection Service | Public Health Protection and Regulation | ACT Health**

Ph: (02) 6205 1701

Mob: [REDACTED]

E: [chris.kelly@act.gov.au](mailto:chris.kelly@act.gov.au)

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**From:** Christensen, Tory (Health)

**Sent:** Tuesday, 30 October 2018 1:49 PM

**To:** Kelly, Chris (Health) <[Chris.Kelly@act.gov.au](mailto:Chris.Kelly@act.gov.au)>

**Subject:** FW: 2018 5418 - Engaging a not-for-profit to review hoarding [SEC=UNCLASSIFIED]

Hi Chris,

This is as far as I got with the procurement.

Regards,

**Tory Christensen | Policy Officer, Environmental Health Policy and Projects**

Phone: 02 6207 6253 | Email: [tory.christensen@act.gov.au](mailto:tory.christensen@act.gov.au)

**Health Protection Service | Population Health Protection and Prevention | ACT Health | ACT Government**

25 Mulley Street, Holder ACT 2611 | [health.act.gov.au/hps](http://health.act.gov.au/hps)

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**From:** McDonald, Louise (Health)

**Sent:** Monday, 22 October 2018 3:13 PM

**To:** Christensen, Tory (Health) <[Tory.Christensen@act.gov.au](mailto:Tory.Christensen@act.gov.au)>

**Subject:** 2018 5418 - Engaging a not-for-profit to review hoarding [SEC=UNCLASSIFIED]

Hello Tory

I have registered this procurement and the reference number is 2018 5418, please use this reference in all correspondence relating to this procurement.

As this procurement is for \$150,000 Including GST, you will need to do a procurement package B and seek three (3) quotes.

NEXT STEPS:

- Prepare the RFQ using the attached template and return to me for review prior to sending to the three (3) or more suppliers.
- Ask all the people on the evaluation team to complete the attached Deed of Confidentiality.
- Once you have received the responses, evaluate them using the attached evaluation form (I have also attached a document outlining the Evaluation Team responsibilities for your reference).
- After you have evaluated the responses, complete the attached procurement package B and send all documents to me for review (please ensure you quote the procurement reference number).
- I will review and seek Strategic Procurement endorsement and once endorsed return to you and advise of the next steps to progress.

If you would like to discuss this further do not hesitate to contact me.

Warm regards  
Louise

Louise McDonald | Acting Procurement Coordinator  
Strategic Procurement  
ACT Health Directorate  
Level 4, 2 to 6 Bowes Street, Phillip, ACT 2606 | [act.gov.au](http://act.gov.au)  
Phone: 02 6207 9048 | Email: [louise.mcdonald@act.gov.au](mailto:louise.mcdonald@act.gov.au)

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**From:** Christensen, Tory (Health)  
**Sent:** Thursday, 18 October 2018 11:02 AM  
**To:** McDonald, Louise (Health) <[Louise.McDonald@act.gov.au](mailto:Louise.McDonald@act.gov.au)>  
**Subject:** Engaging a not-for-profit [SEC=UNCLASSIFIED]

Hi Louise,

I was hoping to organise a time to discuss some procurement work that I will need to start organising.

We have secured internal funding to hire a not-for-profit organisation to do some work for use. The amount is \$150,000.

Could you explain how procurement works in ACT Health and where the best place to start is?

Hope to hear from you soon,

**Tory Christensen | Senior Policy Officer, Environmental Health Policy and Projects**  
Phone: 02 6207 6253 | Email: [tory.christensen@act.gov.au](mailto:tory.christensen@act.gov.au)  
**Health Protection Service | Population Health Protection and Prevention | ACT Health | ACT Government**  
25 Mulley Street, Holder ACT 2611 | [health.act.gov.au/hps](http://health.act.gov.au/hps)

**PROCUREMENT PACKAGE B  
MINUTE**

Procurement Reference No. \_\_\_\_\_

TRIM Reference No. \_\_\_\_\_

**SUBJECT:** Package B - Procurement of < Insert Title of Procurement > for ACT Health Directorate

**To:** <Financial Delegate , Executive Director, Area>

**From:** <Insert Name, Title, Area>

**Through:** Executive Director, Strategic Infrastructure and Procurement

**Through:** Tim Roach, A/g Director, Strategic Procurement

**Critical Date:** *If no critical date, please put N/A*

**Reason:** *If no critical date, please leave blank.*

**Recommendations**

That you:

Note the information contained in this minute

*NOTED  
PLEASE DISCUSS*

Agree to the Select Tender methodology for the purchase of < equipment, cost and budget allocation>

*AGREED  
NOT AGREED  
PLEASE DISCUSS*

.....  
*Financial Delegate  
Executive Director  
Area*

*Month Year*

Page to be deleted prior to sending back to the Procurement Coordinator for processing and allocation of a Procurement Reference Number

### General Notes for completing Procurement Minute:

**SIGNATURES:** Please DO NOT sign the Minute or have any delegate sign until Health Procurement has reviewed the documentation, provided a Procurement Reference Number and provided any additional comments.

### ACT Health Directorate Procurement & Contract Governance Process



#### Key Points:

- Complete all sections in **RED**
- When referencing the Directorate use – **ACT Health**
- Ensure all stakeholders in the relevant area/s have been consulted- refer to Stakeholder endorsements for additional information
- Add additional information as required in order to provide the delegate with all relevant information.
- Ensure all quotes/responses and relevant documentation including funding approval is referenced in the attachment section and the Non Stock form is completed in full.
- All documentation to be registered on HP RM and submitted to Health Procurement via email – [HealthProcurement@act.gov.au](mailto:HealthProcurement@act.gov.au)
- No signatures to be obtain until the Health Procurement has reviewed and provided any additional comments

#### Stakeholder Endorsements:

**ICT:** Any procurement that contains a component of Information and Communications (ICT) must be referred to the Chief Information Officer (CIO) of Digital Solutions Divisions [digital.support@act.gov.au](mailto:digital.support@act.gov.au)

**Workplace Safety:** All procurements with must be submitted to workplace safety for approval. Workplace safety will advise if their input is not required. Procurements can be discussed with Workplace Safety via [workplacesafety@act.gov.au](mailto:workplacesafety@act.gov.au)

**New Technology:** New technology to be approved by the Clinical Commodities Committee / Health Technology Advisory Committee.

**Capital Works:** Procurements which include capital works must be managed by Strategic Accommodation & Capital Upgrades to ensure legislative and Directorate requirements relating to building works are complied with. Approval to be sought from Business Support Infrastructure Executive Committee / Accommodation Variation Request Form

## Definition of Consultant versus Contractor

### Consultant/Consultancy:

A person who has the knowledge and expertise to perform a task, project, or other, which is not available within ACT Health and produces a report, audit, investigation, or other to ACT Health or third parties.

### Contractor:

A person who performs a job, task, project on behalf of the organisation, i.e. a job that can be done by a staff member, but there are no resources to do in-house or on site. This is also referred to as Services.

**Assistance:** If unsure, please contact the Procurement Coordinator, via email at [healthprocurement@act.gov.au](mailto:healthprocurement@act.gov.au) or call 6207 9048.

DRAFT

## Purpose

The aim of this procurement is to purchase <insert title of procurement>. These Goods / Services are used for <insert practical usage of goods or purpose of services>.

## Background

<Insert background details of why this procurement is required. Details should include what is currently used, why does it need to be replaced/ why do we need the item etc.>

## Procurement Methodology

The procurement method for this purchase will be Select Tender (minimum of three quotes)

Quotations were sought from the following suppliers:

<insert suppliers/providers>.

The Evaluation Team (insert full names) conducted an assessment of the quotations received in accordance with applicable procurement policies and guidelines. The Health Directorate received responses from <insert suppliers/providers>.

The quotation from <insert suppliers/providers> was deemed acceptable as it satisfied all of the Health Directorate's requirements for the following reason(s):

The response offered the best value for money;

Offered the best .....

There is a need for this requirement to be compatible with the existing <insert what equipment the purchase needs to be compatible with equipment and details on why it needs to be compatible>.

OR

The clinical unit is looking to standardise this piece of equipment with the existing <insert what equipment the purchase needs to be standardised with>. This will eliminate the need for staff training and will ensure a familiarity and/or continuance of current equipment operating procedures.

## Issues

< Outline any issues relating to this purchase that may be applicable >

## Benefits/Sensitivities

< Provide details of the benefits this purchase will make to your business unit >

Examples could include:

This item has a useful life of XXX years.

The procurement will assist the business unit by.....

Where applicable, make reference to consumables, are they currently available from supply services or will a new agreement need to be entered into etc.



## Financial

*<Details of where funds are coming from are to be provided. If funds are split over several budgets to purchase this item (eg: funded from Plant and Equipment for the initial equipment then maintenance and consumables from divisional budget) then details of each responsible areas budget is to be provided.*

Funding is available from the 2017/18 Division of XXX / XXXX Branch / XXXX Program Budget.

The cost of this procurement is \$..... (Incl GST) for a period of XX years.

## Maintenance

< Outline any maintenance relating to this purchase that may be applicable or insert NIL if no Maintenance >

This equipment will be maintained by <insert details>. The annual cost for maintenance is <insert details>. Funding for maintenance required after expiration of the warranty period paid through the <insert funding area> Recurrent Expenses Budget. This item has a useful life of <Insert details> years. The total estimated cost of maintenance over the useful life is \$XX.00

On finalisation of this procurement, a maintenance agreement will be entered into and provided to the financial delegate for sign off.

OR

Maintenance is covered by existing contract <insert details>.

## Estimated Whole of Life Cost

The total cost of this procurement inclusive of the initial purchase, maintenance and consumables is (\$..... (incl. GST)).

**Health Procurement Quality Assurance**

RFQ Sought	YES <input type="checkbox"/>	NO <input type="checkbox"/>	N/A <input type="checkbox"/>
Three quotes attached	YES <input type="checkbox"/>	NO <input type="checkbox"/>	N/A <input type="checkbox"/>
Evaluation Complete	YES <input type="checkbox"/>	NO <input type="checkbox"/>	N/A <input type="checkbox"/>
Funding Approved	YES <input type="checkbox"/>	NO <input type="checkbox"/>	N/A <input type="checkbox"/>
Health Procurement review	YES <input type="checkbox"/>	NO <input type="checkbox"/>	N/A <input type="checkbox"/>
Recorded in HPRM	YES <input type="checkbox"/>	NO <input type="checkbox"/>	N/A <input type="checkbox"/>
Saved in Drive	YES <input type="checkbox"/>	NO <input type="checkbox"/>	N/A <input type="checkbox"/>
Compliant Procurement	YES <input type="checkbox"/>	NO <input type="checkbox"/>	N/A <input type="checkbox"/>

<i>AGREED / NOT AGREED / NOTED / PLEASE DISCUSS</i>			
Signed off by:		Date:	
Title:		Signature:	
Phone:			
Contact Email:	HealthProcurement@act.gov.au		

**Business Support Services signatures**

Signed off by:		Date:	
Title:	Director, Logistic Support	Signature:	

Signed off by:		Date:	
Title:	Executive Director, Strategic Procurement	Signature:	

**Business Unit internal signatures**

Signed off by:	<Project Officer's Name>	Date:	
Title:		Signature:	
Branch/Division			
Phone:			

Signed off by:	<Financial (ongoing cost) Delegate's Name>	Date:	
Title:		Signature:	
Branch/Division			
Phone:			

**Attachments**

Attachment	Title
Attachment A	
Attachment B	
Attachment C	

## SHORT FORM CONTRACT for Goods and/or Services - \$25,000 and \$200,000

**DATE: CLICK HERE TO ENTER A DATE.**

### PARTIES AND ADDRESSES FOR SERVICE OF NOTICES

Procurement Reference Number:	Insert your SharePoint Reference Number e.g. ACTGOVRFQ-11-111
Contract Number:	Insert a unique number that allows for easy identification on the Contracts Register and Archives.

### Territory

Name:	<b>AUSTRALIAN CAPITAL TERRITORY</b> established under the <i>Australian Capital Territory (Self-Government) Act 1988</i> (Cth) represented by Select your directorate ( <b>Territory</b> ).		
Address:	Insert business address of directorate		
Territory Contract Manager:	Insert position title / name	Ph: Insert area code and telephone number	Email: Insert email address

### Supplier

Name:	Insert full name of supplier ( <b>Supplier</b> )		
ABN/ACN/ARBN:	Insert supplier ABN/ACN/ARBN		
Address:	Insert address (of registered office if for a company) of the Supplier.		
Supplier Contract Manager:	Insert position title / name	Ph: Insert area code and telephone number	Email: Insert email address

### 1 – TERM

Delete non-applicable option.

#### Option A

The commencement date is [Click here to enter a date.](#) or when this Contract is signed by the second party, whichever is the later. The term of this Contract is insert period e.g. 6 calendar months from the commencement date.

The term of this Contract may be extended for insert number of periods e.g. two (2) additional periods of insert additional period term e.g. six (6) months by the written agreement of the parties, prior to the Contract expiration date. The maximum term of this contract is insert original term plus maximum term of extensions e.g. 18 months.

#### Option B

The commencement date is [Click here to enter a date](#) or when this Contract is signed by the second party, whichever is the later. The term of this Contract is until [Click here to enter a date.](#)

The term of this Contract may be extended for insert number of periods e.g. two (2) additional periods of insert additional period term e.g. six (6) months by the written agreement of the parties, prior to the Contract expiration date. The maximum term of this contract is insert original term plus maximum term of extensions e.g. 18 months.

## 2 – THE SUPPLIES

Delete non-applicable option.

Option A is preferred. If Option B is used, please note that this is a notifiable contract (a contract that is \$25,000 or more in total value (including GST)). The full text of this contract, including the Supplier's Quotation, must be made publicly available on the Territory's Contracts Register (with confidential text removed). For general information about notifiable contracts, please refer to:

[http://www.procurement.act.gov.au/data/assets/pdf\\_file/0007/259576/PC16.pdf](http://www.procurement.act.gov.au/data/assets/pdf_file/0007/259576/PC16.pdf)

### Option A

Insert a full description of the supplies required.

The Supplies include the following Support Material:

Insert a full description of any Support Material ( for example operating manuals) required or nominated in the Supplier's Quotation.

### Option B

The Supplies are as set out in Attachment A – *Supplier's Quotation*.

The Supplies include the following Support Material:

Insert a full description of any Support Material ( for example operating manuals) required or nominated in the Supplier's Quotation.

## 3 – TIMING AND DELIVERY DATES

Delete non-applicable options.

### Option A

The Supplies must be delivered on [Click here to enter a date at the delivery location](#), and in accordance with the delivery instructions set out in Item 4.

### Option B

The Supplies must be provided during the period commencing [Click here to enter a date](#) and ending [Click here to enter a date](#), and if applicable, at the delivery location and in accordance with the instructions set out in Item 4.

### Option C

The Supplies are to be delivered in accordance with the following table:

Milestone/ Deliverable	Date
Insert deliverable	<a href="#">Click here to enter a date</a>
Insert deliverable	<a href="#">Click here to enter a date</a>

## 4 – DELIVERY LOCATION AND INSTRUCTIONS (FOR SUPPLIES THAT INCLUDE GOODS)

The delivery location (if applicable) is: Insert delivery location

The Supplies must be provided in accordance with the following delivery instructions: Insert delivery instructions.

## 5 – CONTRACT PRICE AND PAYMENT

Delete non-applicable options.

Option B is preferred.

### Option A

The Contract Price is insert amount (including GST). It is payable as a lump sum. Clause 2 of Attachment B - *General Conditions of Contract* applies.

### Option B

The Contract Price is insert amount (including GST). It is payable in instalments in accordance with the following table. Clause 2 of Attachment B - *General Conditions of Contract* applies.

Instalment	Amount of Instalment (including GST)	Milestone/ Deliverable	Date for Completion of Milestone/ Deliverable
1	Insert instalment amount (incl. GST)	Insert milestone	Click here to enter a date
2	Insert instalment amount (incl. GST)	Insert milestone	Click here to enter a date

### Option C

The Contract Price (including GST) is set out in Attachment A – *Supplier's Quotation*. Clause 2 of Attachment B - *General Conditions of Contract* applies.

## 6 – WARRANTY PERIOD (FOR SUPPLIES THAT INCLUDE GOODS)

Delete non-applicable option.

### Option A

The Warranty Period is insert warranty period.

Clause 5 of Attachment B - *General Conditions of Contract* applies.

### Option B

Not applicable.

## 7 – CONFIDENTIAL TEXT under the Government Procurement Act 2001 (ACT)

This is a notifiable contract (a contract that is \$25,000 or more in total value (including GST)) and must be made publicly available on the Territory's Contracts Register (with confidential text removed). Please note that delegate approval may be required in relation to the removal of confidential text from the public text version of the contract. If so, this approval should be obtained prior to the execution of the contract or the notification of the contract on the Territory's Contracts Register. For general information about confidential text, please refer to [http://www.procurement.act.gov.au/\\_\\_data/assets/pdf\\_file/0007/259576/PC16.pdf](http://www.procurement.act.gov.au/__data/assets/pdf_file/0007/259576/PC16.pdf)

This Contract is a notifiable contract for the purposes of the Procurement Act and confidential text, and the grounds on which this text is confidential is set out below. Clause 9 of Attachment B – *General Conditions of Contract* applies.

Text of this contract considered to be Confidential Text	Applicable grounds under section 35(1) Procurement Act
Insert details of confidential text	Insert grounds
Insert details of confidential text	Insert grounds
Insert details of confidential text	Insert grounds

## 8 – INSURANCE

Delete types of insurances below that do not apply.

The Supplier must effect and maintain for the Term, all insurances required to be effected by it by law and the following insurances in the amounts stated:

1. Public Liability insurance with coverage in the amount of no less than \$10 million in respect of each occurrence.
2. For Supplies that include services, professional indemnity insurance with coverage in the amount of no less than \$10 million in the annual aggregate.
3. For Supplies that include goods, product liability insurance to a value of \$10 million in the annual aggregate.

The Supplier must provide evidence of the insurance if required by the Territory.

<b>SIGNED AS A CONTRACT ON</b> .....	
<b>SIGNED</b> for on behalf of the <b>AUSTRALIAN CAPITAL TERRITORY</b>	Signature of Territory delegate
in the presence of:	Print name
Signature of witness	
Print name	

<b>SIGNED</b> by of for and on the behalf of Insert name and ACN of supplier	Signature of director/authorised officer/individual
	Print name
in the presence of:	
Signature of director/secretary/witness	Signature of second authorised officer*
Print name	Print name and position



**Note**

**Date:** Must be dated on the date the last party signs the contract or, if signed counterparts of the contract are exchanged, the date of exchange. Also date the cover page.

**Company:** Must be signed in accordance with section 127 of the *Corporations Act 2001* (Cth), for example, by 2 directors or a director and a secretary. Common seal must be affixed if required under the Supplier's constitution.

**Individual:** Must be signed by the individual supplier and witnessed.

**Incorporated Association:** As a minimum, two authorised officers must sign. Otherwise, the contract must be signed in accordance with the Supplier's constitution. Common seal must be affixed if required under the constitution.



**ATTACHMENT A – SUPPLIER’S QUOTATION**

Delete non-applicable option.

**Option A**

Not used.

**Option B**

Insert Suppliers Quotation.

## ATTACHMENT B – GENERAL CONDITIONS OF CONTRACT

### 1. Provision of Supplies

- 1.1 The Supplier must provide the Supplies according to the provisions of this Contract and to a standard of care, skill and diligence expected of a person who regularly acts in the capacity in which the Supplier is engaged.
- 1.2 Supplies that are goods must be new and unused, free from any security interest, defects in materials and workmanship, of acceptable quality and must conform to any specifications and descriptions set out in this Contract.

### 2. Contract Price

- 2.1 Except if otherwise stated in this Contract, the Contract Price is:
- (a) payable within 30 days of receipt by the Territory of an Invoice;
  - (b) inclusive of GST and all other taxes, duties and charges; and
  - (c) inclusive of all disbursements, including out of pocket expenses incurred by the Supplier.
- 2.2 An Invoice may be issued by the Supplier upon the satisfactory completion of each milestone set out in the Contract, or if no milestones are specified, on the satisfactory completion of all services and acceptance of all goods comprising the Supplies.

### 3. Delivery and Acceptance

- 3.1 Supplies that are goods must be delivered at the times and places detailed in the Contract, in good order and condition and marked with the relevant Reference Number and full delivery point details. Delivery will be free into store unless otherwise specified in the Contract.
- 3.2 The Territory may reject Supplies supplied incorrectly, damaged, in excess of or less than specified quantities or otherwise found not to be in accordance with the Contract.
- 3.3 If the Territory rejects any Supplies, the Supplier must, at no cost to the Territory and within any timeframe specified by the Territory, remove the Supplies (in the case of goods) and:
- (a) replace any rejected Supplies that are goods; and
  - (b) re-perform any rejected Supplies that are services; or
  - (c) refund any payment for the rejected Supplies.
- 3.4 If the Territory does not reject the Supplies within 14 days of receiving the Supplies, the Territory is taken to have accepted the Supplies.

### 4. Title and Risk

Risk of loss and damage and title in Supplies that are goods passes to the Territory on its acceptance of those goods.

### 5. Warranty

For Supplies that are goods, the Supplier must:

- (a) during any warranty period specified in the Contract, without delay and at no cost to the Territory, correct all defects in the Supplies by way of repair, replacement or such other means acceptable to the Territory; and
- (b) ensure, to the extent practicable and permitted by law, that the Territory receives the benefit of any warranty given by a third party with respect to any goods,

however:

- (c) this does not in any way relieve the Supplier of any obligation or warranty by it under this Contract; and
- (d) the Supplier is liable for all costs incidental to the discharge of any warranty under this Contract.

### 6. Ownership and use of material

6.1 Ownership of:

- (a) all Contract Material, including any intellectual property rights, vests on its creation with the Territory;
- (b) all Territory Material, including any intellectual property rights, remains with the Territory; and
- (c) all Support Material, including any intellectual property rights, remains the property of the Supplier.

6.2 The Territory grants to the Supplier a royalty-free, limited licence to use the Contract Material and Territory Material for the term specified in the Contract.

6.3 The Supplier:

- (a) grants to the Territory, a perpetual, royalty-free licence to use the Support Material to the extent necessary for the Territory to obtain the full benefit of the Supplies; and
- (b) warrants that the Territory's use of any Contract Material and Support Material under this Contract will not infringe the intellectual property rights of, or create any obligations in connection with, any third party.

6.4 The Supplier must safeguard and preserve Contract Material and Territory Material in its possession or control and deliver to the Territory all Contract Material and Territory Material on expiration or termination of this Contract (other than copies that the Territory authorised the Supplier to retain).