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| Request for quote: Evaluation of *Carer KaFÉ Learning and Development Program* |
| May 2020 |

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## Purpose

To provide information to assist bidders in the preparation and submission of quotes for a project to conduct a lapsing[[1]](#footnote-1) evaluation of the *Carer KaFÉ Training & Development Program.*

## Project timelines

Key timelines for this proposal are indicated below.

|  |  |
| --- | --- |
| Date RFQ advertised | 20 May 2020 |
| Closing date for requests for further information | 27 May 2020 |
| Closing date for submission of quotes | 3 June 2020 |
| Short listing completed by | 5 June 2020 |
| Interviews conducted by | 9 June 2020 |
| Project commencement | 12 June 2020 |
| Project completion | Monday 31 August 2020 |

## Background

#### The Department of Health and Human Services

The department develops and delivers policies, programs and services that support and enhance the wellbeing of all Victorians. For further information refer to the [department’s website](http://dhhs.vic.gov.au/about/): <http://dhhs.vic.gov.au/about/>

#### Children, Families, Communities and Disability Division

The department is pursuing fundamental system reform to the way that social and community services are delivered across Victoria.

The Child, Families, Communities and Disability Division develops systems, policy and funding frameworks for: family support, disability, child protection and out-of-home care services. The division also oversees the translation of policy into operational service delivery for the department.

## Policy context

**The *Roadmap for Reform: Strong Families, Safe Children***

The *Roadmap for Reform: Strong Families, Safe Children* is a systematic approach to improving the Victorian child and family service system, incorporating early intervention and prevention services, statutory child protection system and care services for vulnerable children and families. The *Roadmap for Reform* sets out a plan to reform the system so that it:

* Builds family capability and focuses on child development
* Provides effective pathways of support
* Drives shared accountability through a focus on outcomes.

In September 2015 the Minister for Families and Children announced $1.7 million to improve engagement and support for Victorian foster carers which included a training and support strategy to ensure foster carers are adequately supported to meet the needs of children in their care, including tailored and individualised arrangements.

On 9 September 2016 the Government announced an additional $2.12 million for a combined foster and kinship carer training strategy to support and provide carers with a structured, progressive approach to learning key skills; including face to face training, online learning, consideration of accredited training options as well as sponsoring carers to attend conferences. The training program has received fixed-term funding annually and the current funding commitment is due to lapse on 30 June 2021.

The key elements of Carer KaFÉ include providing:

* Training strategies to engage, train and support kinship carers, foster carers, Aboriginal carers and, non-Aboriginal carers of Aboriginal children
* A coordinated training calendar
* Face to face training
* Online learning
* Accredited training
* Support for carers to attend conferences
* Monitoring and responding to need by identifying and funding new training topics to support carers
* Identifying and developing new ways to engage with carers to promote training.

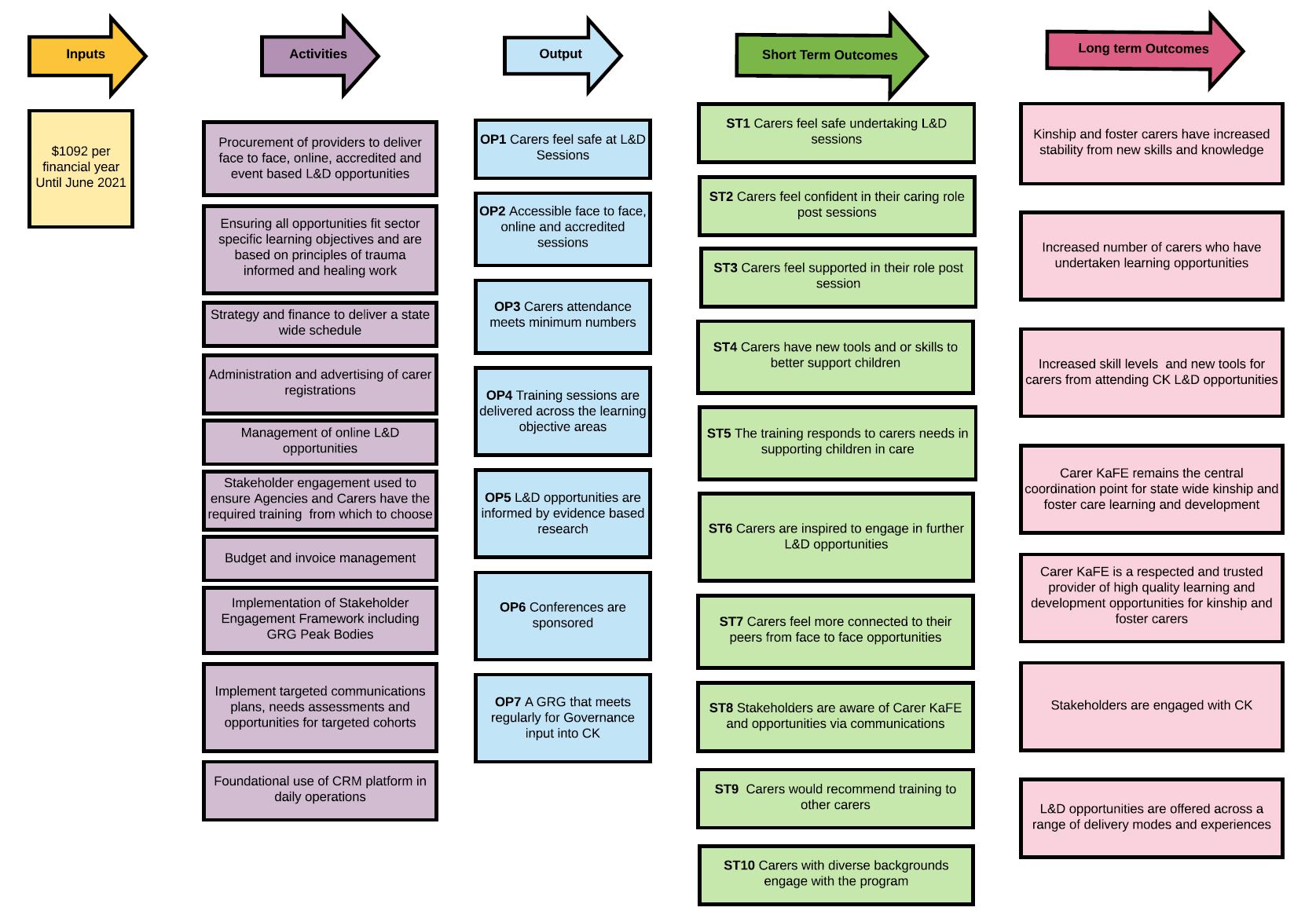
## Outcome objectives of Carer KaFÉ

The overarching goal of the Carer KaFÉ’s program of learning and development is to improve the support and retention of foster carers and support and satisfaction of kinship carers. The program aims to provide carers with the support, knowledge and skills they need to best meet the needs of children for whom they care. The proposed outcomes of Carer KaFÉ is to increase the skill level of carers across Victoria. The program outcomes are to:

* Increase participation of kinship and Aboriginal carers in training.
* Improve standards of care for children and young people via increase of knowledge in carers.
* Empower carers to feel more supported in caring for the specific needs of children in their care.
* Increase foster carer retention.
* Provide learning progressions for carers.
* Provide accessible training options including online learning opportunities.
* Provide face-to-face training delivered in a wide range of geographical locations.
* Support agencies to link their carers into available training.
* Provide a mechanism for agencies and carers to communicate any gaps in knowledge and identify a need for training modules.

The program objectives are to:

* Enhance the knowledge, skills and confidence of carers in responding to the individual needs of children in their care.
* Provide culturally informed and evidence-based learning and development opportunities.
* Provide learning and development opportunities that meet the diverse needs of carers including from general to specialist skills and access and location needs.
* Promote the satisfaction and retention of foster carers.
* Promote the satisfaction of kinship carers.
* Promote the stability of care placements.
* Enable the formation of informal support networks for foster and kinship carers.



## Program management and governance

The Carer KaFÉ program is hosted by the Foster Carer Association of Victoria (FCAV). It includes a centralised project management team that administers the subcontracting of training delivery and manages a strategic approach to the learning and development needs of carers. The program has oversight and expert advice from the Carer KaFE Governing Reference Group (GRG).

The Carer KaFÉ GRG advises on the acquittal of funds to meet the learning and development needs of Victorian kinship and foster carers. The GRG membership includes representatives from the Department of Health and Human Services (DHHS), Foster Care Association of Victoria (FCAV), Kinship Carers Victoria (KCV), Victorian Aboriginal Children & Young People’s Alliance (the Alliance), Centre for Excellence in Child and Family Welfare Inc. (CFECFW) and the Victorian Aboriginal Child Care Agency (VACCA).

## Project scope and objectives

#### Requirement

The key objective of the successful bidder (as detailed below) is to undertake a lapsing evaluation of the Carer KaFÉ Training & Development program for the purpose of seeking new funding for the program from July 2021.

The evaluation will collect evidence and analyse and synthesise findings into a report on the effectiveness of the Carer KaFÉ program in achieving its stated strategic objectives and make recommendations about future funding and changes or improvements to support the goals of the program of Carer KaFE.

#### Objectives of the evaluation

The aim of this evaluation is to assess the effectiveness of the Carer KaFÉ program and to ascertain whether it has achieved its stated strategic objectives. The evaluation questions, analysis and report structure will be aligned with those prescribed by the Department of Treasury and Finance for lapsing programs.

These questions are detailed below:

* **Justification/problem:** What is the evidence to support the continued need for the program, and what is the role of Government in delivering this program?
* **Effectiveness:** What is the evidence of the program’s progress toward its stated objectives (outlined in section 4 and the program logic) and expected outcomes, including alignment between the program, its output, departmental objectives and Government priorities?

The evaluation must also look at the effectiveness of the:

* pitch of training provided, topics of training and learning objectives and value for money; for example scholarships and accredited training value including carer uptake, completion rates and benefit to children in their care.
* program management, governance and structure.
* data collection and program reporting.
* **Funding/delivery:** Has the program been delivered within its scope, budget, expected timeframe, and in line with appropriate governance and risk management practices? What were the challenges in delivery of the program? How were these challenges addressed? Has the need for the program grown and will it continue to grow?
* **Efficiency:** Has the GRG demonstrated efficiency in the delivery of the program?
* **Risk:** What would be the impact of ceasing funding for the program (e.g. service impact, jobs, community, carers, agencies, children in care, government, foster care recruitment) and what strategies have been identified to minimise negative impacts? What is the risk of not having the program, carers not having access to professional development and if the program is reduced in scale the risk to carers and children in care?
* **If funding is continued:** Reassess funding required to deliver the program using data collected through service delivery. Including analysis of the cost/benefit of expanding the program, such as to Permanent Carers or a dedicated training for Case Managers. Does the initial funding allocated reflect the true cost required to deliver the program? Does the current funding for staffing reflect the skills and capacity of the current or future state?
* **If funding is continued:** What level of efficiencies could be realised?

#### Methodology

Bidders are required to outline their proposed evaluation methodology and provide list of the key activities to achieve the evaluation methodology. Each key activity should be costed and detailed in Table 16.2 of the Proposal form.

#### Draft report

A draft report must include all the details specified for inclusion in the final report.

#### Final report

A final report must summarise the findings of the evaluation against the specified objectives and provide evidence to support findings.

The evaluation report must:

* provide a clear description of the purpose and context of the evaluation;
* address key evaluation questions clearly and succinctly, and provide findings with detailed analysis;
* avoid the use of jargon;
* disclose who reviewed the program and their relationship to the GRG and the program;
* clearly outline data and data collection methodologies used;
* provide results of the evaluation that are based on evidence directly resulting from the program (i.e. results are not to be based on other data outlined in pilots or similar programs in Victoria or from other jurisdictions);
* clearly state the challenges or failings that may have adversely affected the delivery of the program and responses to the challenges;
* provide conclusions that reflect those determined by or agreed with the evaluator; and
* provide recommendations that are clear, practical, realistic, rigorous and able to be implemented, including a focus on how the program could run more efficiently and effectively in the future.

The successful candidate must refer to the DHHS Guidance on lapsing programs evaluations.

#### Evaluation report structure

The evaluation report should be structured with the following sections:

* an executive summary (suggested not more than 3 pages);
* introduction and context;
* methodology, design and data;
* key findings;
* key conclusions; and
* recommendations.

Evaluation reports should be fit‑for‑purpose, relative to the scale of the lapsing program.

## Key deliverables

The successful bidder will be required to submit to the Program Manager:

|  |  |
| --- | --- |
| Deliverable | Timing |
| Work plan | 1 week from contract commencement |
| Draft evaluation methodology, survey, audit tools and other tools to be collated and sent by Carer KaFE | 3 weeks from contract commencement |
| Draft consultation schedule for approval | 3 weeks from contract commencement |
| Draft report for comment | 4 weeks from contract completion |
| Final report incorporating comments | 2 weeks from contract completion |

The GRG would own the associated intellectual property.

**Governance**

The Carer KaFÉ program and Governing Reference Group will oversee the evaluation. **Stakeholders**

Following is a list of relevant external stakeholders with a potential interest in this engagement include:

* Member organisations of the GRG
* Department of Treasury and Finance
* Victorian Community Service Organisations (CSOs)
* Aboriginal Community Controlled Organisations(ACCOs)
* Past and present trainers
* Kinship Carers
* Foster Carers

## Evaluation of quotes

The successful bidder will require a background relevant to the assignment and a demonstrated capacity to successfully undertake the project within the timelines. All bidders will be evaluated against the evaluation criteria specified below.

#### Evaluation criteria

The following criteria will be used for the evaluation of quotes and determination of the successful bidder:

|  |  |  |  |
| --- | --- | --- | --- |
| Criteria domain | Evaluation criteria number | Evaluation criteria | Weighting |
| Evaluation methodology |  | Demonstrated expertise in evaluation design and delivery, including expertise to provide rigorous data evaluations to inform decision-making. | 30% |
|  | The submission provides a suitable and clear outline of the proposed evaluation that aligns with requirements in section 6, including proposed methodology to gather evidence to support findings. |
|  | The proposal demonstrates a valid and effective approach to evaluate delivery of outcomes and outputs specified. |
|  | The bidder demonstrates understanding and knowledge of the child protection and care services system and the issues affecting carers and children in care, expertise in evaluation methodologies and approaches and are able to devise an appropriate methodological approach to undertake the evaluation of Carer KaFÉ. |
|  | Demonstrated experience in undertaking cost effectiveness analysis within child and family services. |
| Evaluation capability, knowledge and experience |  | Capacity to manage project and activities over the course of the evaluation within agreed timelines and budget, to acceptable standards of quality, timeliness and efficiency, including regular communication of project updates and risks. | 25% |
|  | Availability of appropriately experienced staff in relation to the scale, breadth and context of the evaluation, throughout the duration of the project with time-fraction / hours per week of each member identified to meet the deliverables |
|  | Demonstrated research expertise and experience working with vulnerable children and families, and Aboriginal Controlled Community Organisations. |
| Relevant experience and staff competencies |  | The submission must describe the service provider’s knowledge and experience in undertaking similar projects including that of potential consultants | 20% |
|  | The submission must describe the competencies of staff involved in the project and guarantee their availability over the period of the project. |
|  | The successful bidder must be able to demonstrate the capacity to deliver the project to the required standards and timeframe. |
| Communication and stakeholder engagement |  | Proven ability and approach to working collaboratively and sensitively with key stakeholders, and capacity to work in accordance with the principles of Aboriginal and Torres Strait Islander self-determination. | 20% |
|  | Previous experience in producing and presenting evaluation findings and conclusions that are fit for purpose and inform decision-making. |
|  | The bidder demonstrates experience in consulting with a wide group of stakeholders (for example Governing Reference Group and the program management team, DHHS, agencies, carers (kinship, foster, Aboriginal and permanent carers) to critically review strategy, processes and outcomes of the program. |
| Environmental sustainability |  | The bidder demonstrates a commitment to environmental sustainability (e.g. environmental policy, environmental management systems and environmental approach). | 5% |

## Evaluation Process

Quotes will be evaluated against the criteria listed in 4.1 above, using the following scale:

|  |  |
| --- | --- |
| Evaluation | Score |
| Exceeds all aspects of the selection/evaluation criterion | 4 |
| Exceeds some aspects of selection/evaluation criterion (and meets all other aspects of the selection/evaluation criterion) | 3 |
| Meets the selection criterion | 2 |
| Fails some aspects of the selection criterion | 1 |
| Fails all aspects of the selection criterion. | 0 |

An initial evaluation may be used to shortlist proposals. Following shortlisting, one or more bidders may be interviewed to provide clarification or further information. Shortlisted bidders may be invited, as part of the evaluation process, to submit a Best and Final Offer in relation to all or certain aspects of their respective quotes.

All bidders will be advised of the final outcome of the selection process.

The successful bidder will be engaged under the contract attached with this RFQ.

## Pricing

Quotes inclusive of GST are sought on a fixed price basis (e.g. Lump sum, hourly rate including expenses, milestone payments).

As part of the quote a breakdown of the proposed resource allocation should be included indicating what resources are to be provided, time commitment, hourly rate (if applicable) and individual resource cost as well as total project cost.

All prices shall be fixed for at least 90 days from the date of submission of quotes.

## Terms and Conditions

The RFQ process will be managed in accordance with the terms and conditions set out below.

* 1. *General.* Bidders should familiarize themselves with this document and ensure that their quotes conform to the requirements set out in it. Bidders are deemed to have examined statutory requirements and satisfied themselves that they are not participating in any anti-competitive, collusive, deceptive or misleading practices in structuring and submitting the quote.
  2. *Acceptance*. Non complying quotes may be rejected. The GRG may not accept the lowest priced quote and may not accept any quote.
  3. *Explanations*. Verbal explanations or instructions given prior to acceptance of a proposal shall not bind the GRG.
  4. *Financial Assessments.* The GRG reserves the right to engage a third party to carry out assessments of bidders’ financial, technical, planning and other resource capability.
  5. Legal Entity*.* Bidders must provide proof of their legal status. A legal agreement/contract can only be entered into by the GRG with an organization or individual with legal status established under:
* Associations Incorporation Act
* Co-operatives Act
* Corporations Law
* Health Services Act
* an individual Act of Parliament
* Natural Person (person at least 18 years of age, with mental capacity to understand the agreement, not under any order or bankrupt)
* Trustee Act.  
  1. *Taxation Requirements.* The GRG prefers to deal with suppliers who have an Australian Business Number (ABN).
  2. *Ethical Employment Policy.* Short-listed bidders may be required to submit Ethical Employment Statements. Instructions and conditions of submission will be advised to short-listed bidders.
  3. *Additional Information.* If additional information to that contained in this document is required by the GRG when bids are being considered, written information and/or interviews may be requested to obtain such information at no cost to the GRG. The GRG may also provide additional information or clarification.
  4. *Process.* The GRG reserves the right to withdraw from the request for quote process described in this document for whatever reason, prior to the signing of any agreement/contract with any party for the delivery of goods or services described in this document and / or alter the process.
  5. *Negotiation.* The GRG reserves the right to negotiate with short-listed bidders after the request for quote closing time and allow any Bidder to alter its quote.
  6. *Part Quotes.* The GRG reserves the right to accept quotes in relation to some and not all of the scope of activity described, or appoint one, more than one or no organization on the basis of the quotes received.
  7. *Conflicts of Interest.* Bidders must declare to the GRG any matter or issue which is, may be perceived to be or may lead to a conflict of interest regarding their proposal or participation in the supply of the goods or services described. Bidders must describe a strategy so that any conflict of interest will be avoided. The evaluator is required to be someone not involved in the direct delivery of the program including training development and governance.
  8. *Confidentiality.* All bids and any accompanying documents become the property of Carer KaFE. Ownership of all information, reports or data provided by the GRG to bidders resides in the State of Victoria. The bidder shall not, without the written approval of the GRG, use the information or reports other than in the development of the quote or the delivery of the goods or services. Such information, in whatever form provided by the GRG or converted by the bidder, must be destroyed in a secure fashion following advice of the outcome of the request for quote process or at completion of the provision of the goods or services.
  9. *Notification of Probity Breach Required.* Should any bidder consider that the request for quote process has failed to accord it fair right to be considered as a successful bidder or that it has been prejudiced by any breach of these Terms and Conditions or other relevant principle affecting the bids or their evaluation, the bidder must provide immediate notice of the alleged failure or breach to the Contact Person. Notification must set out the issues in dispute, the impact on the bidder’s interests, any relevant background information and the outcome desired.
  10. *Presumption to Full Disclosure.* The Victorian Government has a strong presumption in favour of disclosing contracts and, in determining whether any clauses should be confidential, specific FOI principles (including a public interest test) will apply. The Government cannot pre-empt the workings of the FOI Act or constrain the auditor general's powers to secure and publish documents as he sees fit.
  11. *Disclosure of Quote and Contract Details.* Subject to this clause and the Conditions of Contract, all documents provided by the Bidder will be held in confidence so far as the law permits. Notwithstanding any copyright or other intellectual property right that may subsist in the Quote documents, the Bidder, by submitting the Quote, licenses the GRG to reproduce the whole or any portion of the Quote documents for the purposes of the evaluation. In submitting its quote the bidder accepts that the will publish (on the internet or otherwise) the name of the successful or recommended bidder(s), the value of the successful quote(s) and the contractor’s name together with the provisions of the contract generally.
  12. *Non-disclosure of contract.* Non-disclosure of contract provisions must be justified under the principles for exemption within section 34(1) of the Freedom of Information Act 1982, providing that information acquired by an agency or a minister from a business, commercial or financial undertaking is exempt under the Act if the information relates to trade secrets or other matters of a business, commercial or financial nature and the disclosure would be likely to expose the undertaking unreasonably to disadvantage. The GRG will consider these arguments in the evaluation of quotes and negotiation with bidders.
  13. *Lobbying.* Any attempt by any bidder to exert influence on the outcome of the assessment process by lobbying, directly or indirectly, GRG staff or members of parliament, will be grounds for disqualification of the tender from further consideration.
  14. *Pricing.* All prices quoted must be represented in Australian dollars. Price variations over the period of the contract must be advised. Bidders must state the factor and reasons for any variation.
  15. *Payments to consultants.* Where the contracted amount exceeds $25,000, Carer KaFE may withhold 20% of the amount to be paid until the GRG is satisfied that the project is completed.
  16. *Probity of personnel.* Depending on the nature of the services being provided, the successful bidder may be required to ensure that its personnel engaged in providing services to the GRG have a current police check and/or working with children check.
  17. *Complaints.* The GRG places a high level of importance on the way it conducts procurement. A bidder with a complaint about this procurement process should first address their concerns to the relevant contact person for this process. For further information about the GRG’s complaints management process, please refer to the GRG.

## Queries

Queries may be directed to:

|  |  |
| --- | --- |
| Contact name: | Penny Daly |
| Email address: | Penny.Daly@carerkafe.org.au |
| Phone no: | 03 9416 4292 |

All requests for clarification or for additional information must be lodged by the nominated date (refer Table at Section 2) to allow sufficient time for response and information to be provided to all parties quoting.

## Submission of quotes

All quotes must be made by completing and signing the attached Response Schedule, which is to be submitted as follows:

|  |  |
| --- | --- |
| Email address: | info@carerkafe.org.au |
| Subject heading: | RFQ Application: [name of your organization] |
| Quotes must be received at the above email address by: | 5:00pm 3rd June 2020 |

## Response Schedule

Bidder Details

|  |  |
| --- | --- |
| Full Legal Name |  |
| Trading Name |  |
| Entity Status (eg: Partnership, Company etc) |  |
| ACN number |  |
| Registration for GST | (Yes or No) |
| Australian Business Number (ABN) |  |
| Place of Incorporation |  |
| Postal Address |  |
| Principal office in Vic |  |
| Contact Person |  |
| Position/Title |  |
| Telephone No |  |
| Mobile No |  |
| E-mail address |  |
| No of full time employees of the organisation |  |

Qualifications and Experience of Key Project Staff

|  |  |
| --- | --- |
| Name |  |
| Title/Office Held |  |
| Qualifications |  |
| Previous Experience |  |
| Role/functions to be performed |  |

[Repeat Table as Required]

Financial Capability

Bidders are required to demonstrate that they have the financial capacity to provide, over the term of the contract, all the requirements specified in this RFQ. Accordingly, please provide the following information.

|  |  |
| --- | --- |
| If the answer to any of the following questions is “yes”, provide an explanation. | |
| Are there any significant events, matters or circumstances which have arisen since the end of the last financial year which may significantly affect the operations of the Bidder? |  |
| Are there any bankruptcy actions against a director of the Bidder, its parent or associated entities, or has there been within the past five years? |  |

|  |  |
| --- | --- |
| Will you provide valid tax invoices? | (Yes or No) |

Insurance (please provide details as relevant to your quote)

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | Provider | Policy number | Expiry date | Limit of liability |
| Proof of insurance cover: |  |  |  |  |
| Public liability |  |  |  |  |
| Professional indemnity |  |  |  |  |

Referees (provide two referees)

|  |  |  |
| --- | --- | --- |
|  | Referee 1 | Referee 2 |
| Company Name |  |  |
| Postal Address |  |  |
| Contact Person |  |  |
| Position/Title |  |  |
| Telephone No |  |  |
| Email Address |  |  |
| Nature of work performed |  |  |

## Proposal

#### Overview

Describe how you intend to meet the requirements of the project, including details of how the project will be implemented, managed and monitored. The extent to which a practical and workable approach is developed is a key consideration. Each response should be kept to a limit of 1000 words maximum.

Please structure this information against each of the evaluation criteria for this project, as follows:

|  |
| --- |
| Evaluation Methodology – 30% |
| 1. Demonstrated expertise in evaluation design and delivery, including expertise to provide rigorous data evaluations to inform decision-making. |
|  |
| 1. The submission provides a suitable and clear outline of the proposed evaluation that aligns with requirements in Section 6, including proposed methodology to gather evidence to support findings. |
|  |
| 1. The proposal demonstrates a valid and effective approach to evaluate delivery of outcomes and outputs specified. |
|  |
| 1. The bidder demonstrates understanding and knowledge of the child protection and care services system and the issues affecting carers and children in care, expertise in evaluation methodologies and approaches and are able to devise an appropriate methodological approach to undertake the evaluation of Carer KaFÉ. |
|  |
| 1. Demonstrated experience in undertaking cost effectiveness analysis within child and family services. |
|  |
| Evaluation capability, knowledge and experience – 25% |
| 1. Capacity to manage project and activities over the course of the evaluation within agreed timelines and budget, to acceptable standards of quality, timeliness and efficiency, including regular communication of project updates and risks. |
|  |
| 1. Availability of appropriately experienced staff in relation to the scale, breadth and context of the evaluation, throughout the duration of the project with time-fraction / hours per week of each member identified to meet the deliverables |
|  |
| 1. Demonstrated research expertise and experience working with vulnerable children and families, and Aboriginal Controlled Community Organisations. |
|  |
| Relevant experience and staff competencies – 20% |
| 1. The submission must describe the service provider’s knowledge and experience in undertaking similar projects. |
|  |
| 1. The submission must describe the competencies of staff involved in the project and guarantee their availability over the period of the project. |
|  |
| 1. The successful bidder must be able to demonstrate the capacity to deliver the project to the required standards and timeframe. |
|  |
| Communication and stakeholder engagement – 20% |
| 1. Proven ability and approach to working collaboratively and sensitively with key stakeholders, and capacity to work in accordance with the principles of self-determination. |
|  |
| 1. Previous experience in producing and presenting evaluation findings and conclusions that are fit for purpose and inform decision-making. |
|  |
| 1. The bidder demonstrates experience in consulting with a wide group of stakeholders (for example Governing Reference Group and the program management team, DHHS, agencies, carers (kinship, foster, Aboriginal and permanent carers) to critically review strategy, processes and outcomes of the program. |
|  |
| Environmental sustainability – 5% |
| 1. The bidder demonstrates a commitment to environmental sustainability (e.g. environmental policy, environmental management systems and environmental approach). |
|  |

#### Methodology (key activities) and Costing

|  |  |
| --- | --- |
| Deliverables | Total cost incl. GST (A$): |
|  |  |
|  |  |
|  |  |
|  |  |
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|  |  |
|  |  |
|  |  |
| Other costs, e.g. venue, travel, catering, other expenses (if applicable) |  |
| Total Price | $ |

## 

## Acceptance of terms and conditions

IMPORTANT: An authorised officer of the bidding company must signify acceptance of the terms and conditions of this quote.

If the response is submitted by post, the authorised officer’s signature as indicated in this part, and submission of a quote in response to the request for quote, signifies acceptance of all terms and conditions.

If the quote is submitted by e-mail, you must type the words "I ACCEPT" in the signature space to signify your acceptance of all terms and conditions.

#### Acceptance of conditions and endorsement

|  |  |
| --- | --- |
| Signature of Authorised Officer: |  |
| Name of Authorised Officer: |  |
| Title/Office Held: |  |
| Date: |  |

# 

# Attachment 1: Contract

#### Agreement for the provision of services

|  |  |
| --- | --- |
| Consultant Organisation Name |  |
| ACN/ABN |  |
| Address |  |
| Telephone |  |
| Email |  |
| Contact Person |  |

Commencement Date:

Completion Date:

**The Project:**

The evaluation of Carer KaFE the state wide learning and development strategy for kinship and foster carers and the production of a report of recommendations for future funding.

**Fees and Expenses**

Fees payable for the Good and/or Services:

Deposit when contract is signed.

**Contractor’s key contact**

|  |  |
| --- | --- |
| **Contact Person** | Penny Daly |
| **Position** | Carer KaFE Program Manager |
| **Address** | 1/398 Smith Street, Collingwood, VIC 3066 |
| **Telephone** | (03) 9416 4292 |
| **Email** | penny.daly@carerkafe.org.au |

This Agreement is made between Carer KaFE and the Contractor upon and subject to the conditions attached to this Schedule.

Date: / / 2020

Signed by [Name of Director],

Signed by Penny Daly on behalf of Carer KaFE Governance Committee.

**CONDITIONS**

1 Definitions and Interpretation

1.1 In this Agreement:

Agreement means the agreement comprised of these conditions and the schedule to which they are attached.

*Contractor* means the entity described in Item 1 of the Schedule. Confidential Information of a party means any information or data, including Personal Information, whether or not in a material form, which is confidential to the party, including confidential information created, acquired, collected or developed for the purpose of the Project or obtained during the Term, but not information in the public domain other than as a result of breach of this Agreement.

*Commencement Date* means the earlier of the date specified by Carer KaFE for the Contractor to start

providing Services and the date on which Carer KaFE signs this Agreement.

*Completion Date* means the earlier of:

(a) the date specified by Carer KaFE for completion of the Services; and

(b) the date this Agreement is terminated in accordance with clause 8.

*Intellectual Property* means trademarks, patents, designs, circuit layouts, copyrights, know-how and all other

rights as defined in Article 2 of the Convention Establishing the World Intellectual Property Organisation (including all statutory and other proprietary rights in respect of them).

*Personal Information* means information or an opinion, whether true or not, and whether recorded in a material

form or not, about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion.

*Project* means the project to be undertaken by the Contractor, for which the Services are to be provided as

set out in Item 2 of the Schedule.

*Proposal* means the proposal submitted by the Contractor in relation to the Project.

*Representative* means, for each party, the person specified as such in Item 6 of the Schedule (or a

replacement approved by the other party).

*Services* means the services to be provided by the Contractor as set out in Item 3 of the Schedule.

*Term* means the period commencing on the Commencement Date and concluding on the Completion Date (except that where the Contractor does not deliver Services by the Completion Date the Term continues, at the option of the Carer KaFE, until the Services are so provided to the satisfaction of Carer KaFE or the

GRG otherwise notifies the Contractor).

1.2 In this Agreement:

(a) a reference to a party includes that party’s successors and permitted assigns;

(b) including and includes are not words of limitation;

(c) a requirement to do anything includes a requirement to cause that thing to be done and a requirement not to do anything includes a requirement to prevent that thing being done.

1.3 In performing this Agreement, both parties must act reasonably and in good faith.

1.4 Despite anything contained in this Agreement, the obligations of clauses 4, 5, 7 and 8 are continuing obligations and will not cease on the completion, expiry or termination of this Agreement.

2 Contractor's obligations

2.1 The Contractor must provide the Services during the Term in accordance with this Agreement to the satisfaction of Carer KaFE and the GRG.

2.2 The Contractor must:

(a) provide the Services in a proper, timely and efficient manner using due care, skill and diligence and at all times in accordance with standards reasonably to be expected from a prudent, expert, ethical and experienced provider of services such as the Services;

(b) ensure that any person employed by the Contractor to perform any work under this Agreement possesses adequate levels of skill and experience to perform that work to the satisfaction of the GRG;

(c) ensure that the Services and the provision of the Services comply with all applicable laws, regulations and standards, as current from time to time; and

(d) comply, and ensure its employees, agents and contractors comply, with the GRG’s lawful directions and policies whilst on Carer KaFE premises.

2.3 If applicable (as indicated in the Schedule), the Contractor must cause the Key Person to provide the Services, and may only replace that person with a person of similar qualifications, skill and experience who is approved by Carer KaFE in advance.

2.4 The Contractor warrants to Carer KaFE that the provision of the Services does not and will not infringe any right of any third party (including any Intellectual Property Right), law, regulation or rule.

2.5 The Contractor must ensure its Representative oversees the provision of the Services and in doing so is available for all reasonably required consultations with the Carer KaFE.

2.6 Each party’s Representative will be the agent of the party, with authority to bind it regarding all matters relating to the Services (excluding, in relation to Carer KaFE, payment of any money beyond the Maximum Amount).

3 Payment

3.1 The Contractor must:

(a) submit invoices for payment for the Services monthly in arrears, or in accordance with such other schedule of payments specified in the Fee Schedule;

(b) provide information in support of the value of any invoice if requested by the GRG.

3.2 Unless Carer KaFE questions or disputes any amount stated in the invoice, Carer KaFE will pay the invoiced amount within thirty (30) days of receiving the invoice.

3.3 The Contractor may only claim expenses on the basis of actual expenses incurred, in accordance with the limits specified in Item 4 of the Schedule, as evidenced to the satisfaction of the GRG, and only if Carer KaFE agrees in writing before the expense is incurred.

3.4 Unless otherwise stated, in respect of any taxable supply by the Contractor, Carer KaFE s not required to pay to the Contractor any additional amount (for the GST or otherwise) beyond the amount specified in this Agreement as being payable. Words in italics have the meanings given to them in the GST Act.

3.5 If the Maximum Amount payable under this Agreement is more than $25,000, Carer KaFE may withhold 20% of any amount payable to the Contractor until Carer KaFE is satisfied that the Project is completed.

3.6 If an amount is due and payable by Carer KaFE to the Contractor under this Agreement and remains unpaid, Carer KaFE will pay simple interest on the daily balance of the unpaid amount. Interest:

(a) will be calculated at the rate for the time being fixed under section 2 of the Penalty Interest Rates Act 1983 (Vic), starting from the day after the amount became overdue;

(b) will not be payable in respect of a period during which any amount is disputed; and

(c) will only become payable after the Contractor gives Carer KaFE notice under clause 3.7 requesting payment of interest.

3.7 For the purposes of clause 3.6, notice cannot be given prior to, or more than 30 days after, the amount becomes overdue. Notice must be in writing and delivered to Carer KaFE

4 Confidentiality and Privacy

4.1 Each party must keep the Confidential Information of the other party absolutely confidential and must not

communicate, publish or release, or permit the communication, publication or release of any Confidential

Information except:

(a) as is necessary for the parties to perform their obligations under this Agreement;

(b) as required by law.

4.2 The Contractor must not collect, use or disclose personal or health information in connection with this Agreement except to the extent reasonably necessary for the performance of its obligations.

4.3 The Contractor must cause its officers, employees, contractors and agents to comply with the provisions of the Information Privacy Act 2000 (Vic) and Health Records Act 2001 (Vic) and their respective Information Privacy Principles and Health Privacy Principles and any applicable code of practice, with respect to any conduct by the Contractor for the purposes of this Agreement in the same way and to the same extent as Carer KaFE would have been bound by them in respect of that conduct had it been engaged in by the GRG.

4.4 The Contractor must:

(a) procure from each person employed or engaged by it for this Agreement an undertaking that is consistent with the Contractor’s obligations under clause 4.1 before giving them access to any Confidential Information;

(b) on being informed, or otherwise becoming aware, of any breach or anticipated breach of the undertaking given under paragraph (a), take such action as may be necessary to enforce that undertaking, including all reasonable actions directed by Carer KaFE(and authorises Carer KaFE to enforce that undertaking if the Contractor fails to do so).

4.5 The Contractor must keep all Confidential Information secure for so long as that Confidential Information is within its control, and in so doing must ensure that the Confidential Information is protected at all times from access, use or misuse, damage or destruction, by any person not authorised by this Agreement to have access to it.

4.6 The Contractor must return to Carer KaFE all copies of Confidential Information at the end of this Agreement.

4.7 Despite anything else in this Agreement:

(a) the terms of this Agreement may be disclosed to the public, including disclosure on the internet, provided such disclosure does not involve trade secrets or proprietary information of a party where disclosure would result in a significant commercial disadvantage to that party; and

(b) if requested by the Auditor-General or the Ombudsman of the State of Victoria in the course of performing their statutory duties, Confidential Information and the terms of this Agreement may be disclosed to the Auditor-General or the Ombudsman as the case may be.

5 Intellectual property

5.1 The Contractor, Carer KaFE, retains ownership of its Intellectual Property in materials created independently of this

Agreement.

5.2 Other than in the circumstances outlined in clause 5A.2 (if applicable), where the Services comprise any Intellectual Property referred to under clause 5.1 or of a third party, the Contractor grants to the GRG, and Carer KaFE accepts, a non-exclusive, irrevocable, worldwide, perpetual, payment-free licence to use, reproduce, publish, communicate to the public, adapt, exploit and sublicense that Intellectual Property to the extent necessary to enable Carer KaFE to enjoy the full benefit of the Project, the Services and this Agreement.

5.3 Subject to clause 5A.2 (if applicable), the Contractor assigns to Carer KaFE exclusive ownership of all Intellectual Property in materials created or acquired in the course of providing the Services or otherwise for the purposes of the Project (including in all documents, reports, charts, drawings, data bases, software, source codes, models, systems, slides, tapes and specifications).

5.4 If the Contractor’s employees or contractors own the Intellectual Property in any materials created or acquired under this Agreement, the Contractor will procure that the owner of that Intellectual Property will assign those rights to the Contractor so that the Contractor can assign them to Carer KaFE as required under clause 5.3.

5.4 In relation to any material in which the Contractor or a person employed or engaged by it has a moral right, the Contractor consents, and will procure the consent of any person employed or engaged by it, to the GRG, doing or omitting to do anything that, but for this consent, would constitute an infringement of those moral rights. The Contractor must ensure that any such consents are genuinely given and not obtained by duress or by the making of any false or misleading statement.

6 Status of Contractor

6.1 The Contractor is engaged as an independent contractor and nothing in the Agreement will be deemed to constitute the Contractor nor any person employed or engaged by it as an agent or employee of the GRG.

7 Indemnity and insurance

7.1 The Contractor indemnifies Carer KaFE against all Liability Carer KaFE may incur in respect of any Claim, including Claims in respect of:

(a) personal injury or the death of any person;

(b) loss of or damage to any property;

(c) breach of a person's Intellectual Property; or

(d) a contravention of the requirements of clause 4 or the applicable privacy legislation, arising in any manner out of a breach by the Contractor of its obligations under this Agreement or any negligent or unlawful act or omission or wilful misconduct of the Contractor or any personnel employed or retained by the Contractor in the course of providing the Services.

7.2 For the purposes of clause 7.1 and 5A.10: ‘Liability’ includes all damages, costs, expenses or loss; ‘Claim’ includes all demands, rights, actions, suits or proceedings of any kind; and ‘GRG’ includes its officers and employees.

7.3 The Contractor’s Liability:

(a) in respect of Services provided under this Agreement that are the subject of a scheme approved under the Professional Standards Act 2003 (the “Scheme”), is limited in accordance with the Scheme to the extent that the Scheme applies; and

(b) under clause 7.1 will be reduced to the extent that Liability is caused or contributed to by the negligent or unlawful act or omission of the GRG.

7.4 The Contractor must on and from the date of this Agreement effect and maintain for the Term of this Agreement the following insurance coverage:

(a) public liability insurance coverage for at least $5,000,000 for any one occurrence;

(b) if the Services include the provision of goods, product liability insurance coverage for at least $5,000,000; and

(c) unless the Schedule states to the contrary, professional indemnity insurance coverage for at least $2,000,000 for any one claim, with an insurer authorised under the Insurance Act 1973 or otherwise approved in writing by Carer KaFE and provide certificates of currency if Carer KaFE so requests. In addition, any insurance policies that provide cover on a ‘claims made’ basis must be maintained for no less than six years after the completion of the Services.

8 Termination

8.1 Carer KaFE may terminate this Agreement at any time and in its sole discretion by giving 30 days prior written notice to the Contractor, in which case Carer KaFE must pay the Contractor for the Services provided prior to the date of termination and an amount equal to the extra costs necessarily incurred by the Contractor as a result of the termination (which the Contractor must keep to a minimum). The total amount payable pursuant to this clause will not exceed the Maximum Amount less all previous payments made by Carer KaFE pursuant to this Agreement.

8.2 Carer KaFE may immediately terminate this Agreement by notice to the Contractor if:

(a) the Contractor is in breach of its obligations under this Agreement, and does not rectify that breach within 7 days after being requested to do so;

(b) the Contractor enters into any form of insolvency or external administration or bankruptcy;

(c) there is a change in the identity of the person who has control of the Contractor (namely the power to direct or cause the direction of the management and policies of the Contractor, whether through ownership of voting securities, by contract or otherwise) from that which was in effect as at the date of this Agreement or in the case of a professional partnership that partnership merges or otherwise combines with another professional service firm without the prior approval of the GRG; or

(d) the Contractor engages in any conduct which may bring the reputation of the Contractor into disrepute and as a consequence Carer KaFE considers, at its sole discretion, that its continued association with the Contractor may be detrimental to the reputation of the GRG.

8.3 Termination of this Agreement will not prejudice or affect the accrued rights, claims or liabilities of Carer KaFE under this Agreement.

9 General

9.1 The laws of the State of Victoria govern this Agreement, and each party submits to the jurisdiction of the courts of the State of Victoria.

9.2 If any clause or part of any clause is in any way unenforceable, invalid or illegal, it is to be read down so as to be enforceable, valid and legal. If this is not possible, the clause (or where possible, the offending part) is to be severed from this Agreement without affecting the enforceability, validity or legality of the remaining clauses (or parts of those clauses).

9.3 This Agreement constitutes the entire agreement between the parties regarding the matters set out in it and supersedes all prior representations, agreements, statements and understandings, whether verbal or in writing, and whether made before the execution of this Agreement or during the provision of the Services.

9.4 An obligation or warranty on the part of two or more persons binds them jointly and severally and an obligation or warranty in favour of two or more persons benefits them jointly and severally.

9.5 Except with the prior written consent of the GRG, the Contractor may not:

(a) assign the whole or any part of the Contractor's rights; or

(b) assign or sub-contract the whole or any part of the Contractor’s obligations, under this Agreement.

9.6 This Agreement may only be varied with the written consent of each party.

9.7 The Contractor confirms no conflict of interest exists in relation to this Agreement or is likely to arise during the period of this Agreement. The Contractor must inform Carer KaFE as soon as it becomes aware of any matter that may give rise to a conflict of interest.

9.8 The Contractor must act consistently with the Victorian Government's Ethical Purchasing Policy, available at www.vgpb.vic.gov.au.

9.9 In the event that there is an inconsistency or ambiguity between these conditions and the schedule to which they are attached, and any annexures to this Agreement (and any documents referred to therein), these conditions and the schedule to which they are attached will prevail.

9.10 This Agreement may be executed in one or more counterparts, each of which, once executed, will be deemed to be an original and together will constitute one and the same instrument.

1. A lapsing program is a program to deliver services (output‑related) that is funded for a specified time period only (and not ongoing in nature). Programs of a ‘one‑off’ or a time‑specific nature (e.g. funding provided for specific events) are considered ‘fixed‑term’ and do not fall under the definition of a ‘lapsing program’. [↑](#footnote-ref-1)