REQUEST FOR
EXPRESSIONS OF INTEREST

Request for Expressions of Interest (EOI) No.
DFC0076

Closing Time and Date
11:00 AM Tuesday 4 March 2008 WST

Description of Service
Through this Request, the Department invites eligible organisations to express their interest in the Provision of Psychological Counselling Services.

For
Department for Communities

Principal
Director General, Department for Communities
REQUEST BRIEFING

A non-mandatory briefing to Respondents will be conducted at:

Date: Tuesday, 19 February 2008
Time: 11.00am
Location: Department for Communities, Level 5 Conference Room, Dumas House, 2 Havelock St WEST PERTH

The Respondent is requested to confirm attendance by no later than 4.30pm Monday 18 February 2007 by contacting Mr Dinko Ivicovich, Contract Manager, Department of Treasury and Finance, Client Procurement Services Unit on 9222 2522.

CONTACT PERSONS

Different enquiries can be best dealt with by the most appropriate contact, shown below.

The Respondent must not contact any other person within Government or any consultant engaged in relation to this Request to discuss this Request.

CONTRACTUAL AND ROUTINE ENQUIRIES:

Name: Mr Dinko Ivicovich, Contract Manager, Department of Treasury and Finance
Telephone: (08) 9222 2522
Facsimile: (08) 6211 4401
E-mail: dinko.ivicovich@dcp.wa.gov.au

TECHNICAL / CONTRACTUAL ENQUIRIES:

Name: Mr Ray Peters, Manager Funding, Department for Communities
Telephone: (08) 6217 8416
E-mail: ray.peters@communities.wa.gov.au

SERVICE SPECIFICATION AND CONTENT ENQUIRIES:

Name: Aileen Johnston
Telephone: (08) 6217 8505
E-mail: aileen.johnston@communities.wa.gov.au

ADVICE ON DELIVERING TENDERS:

Name: Department of Treasury and Finance
Telephone: (08) 9222 2522

RESPONSE VALIDITY PERIOD

All Responses shall remain valid and open for acceptance for a minimum period of six (6) months from the closing date of the Request.
Responses must be delivered as follows

<table>
<thead>
<tr>
<th>By Mail or Hand</th>
<th>Client Procurement Services</th>
<th>11.00 AM WST</th>
<th>The Respondent must provide four (4) copies, with one (1) copy unbound and marked “original” and three (3) copies bound and marked “copy”.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Department of Treasury &amp; Finance</td>
<td>Tuesday 4 March 2008</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Level 1, 189 Royal Street, EAST PERTH WA 6004;</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fax</td>
<td>(08) 9222 5666</td>
<td>11.00 AM WST Tuesday 4 March 2008</td>
<td>Single copy only.</td>
</tr>
</tbody>
</table>

**WARNING - HAND DELIVERED TENDER SUBMISSIONS**

The Department for Child Protection premises at 189 Royal St. EAST PERTH has an established security arrangement where all Non-Departmental staff are required to register their details at the Commissionaire's desk prior to accessing their required location within the building.

Businesses should be aware that these arrangements may cause delay therefore sufficient time should be allowed to ensure that tender documents can be lodged prior to the tender closing time.
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INTRODUCTION

The Department for Communities was established on 1 May 2007. The Department's broad mission is to support and strengthen communities through the promotion of across Government collaboration in social policy, service delivery and industry support.

The Department brings together a diverse range of functions and services that share a common purpose in strengthening communities and will retain a strong focus on communities of interest through the incorporation of the Office of Children and Youth, the Office for Women's Policy, the Office for Seniors Interest and Volunteering, the Family and Domestic Violence Unit and the Office for Multicultural Interests.

THIS REQUEST

This Request has three sections:

Section One: Description of the required service - Service Specification (read and keep this section);

Section Two: The Response (COMPLETE & RETURN THIS SECTION);

Section Three: The Request Terms and Conditions (read and keep this section);

This package contains all the information necessary to submit a Response to provide the service. A Service Agreement (contract) will be awarded to the successful Respondent/s. The Service Agreement is of a standard format and used by all WA government agencies when funding and contracting for community services.

The terms and conditions of the Service Agreement Schedules and General Provisions (legal clauses) are provided as appendices to this document, and can be viewed and downloaded at www.ssc.wa.gov.au (Procurement Policy – Other Government Policies).

REQUEST REQUIREMENTS IN BRIEF

The Department seeks eligible organisations ("Respondents") to express their interest in the Provision of Psychological Services for Redress WA applicants.

The Service Agreement term is from 1 May 2008 to 30 April 2009. A further extension option commencing 1 May 2009 to 30 June 2010 will only be available at the discretion of the Department for Communities. A full statement of the services required under the proposed Service Agreement appears in the Service Specification in Section One.

Any queries in relation to this Request should be directed to the appropriate contact person listed on page 2 of this document.
1.1 BACKGROUND

There have been a number of government inquiries throughout Australia in relation to the abuse of children in care, notably, the 2001 Senate inquiries into the treatment of child migrants and the 2004 Forgotten Australians, which have highlighted the long-term effects of child abuse in State care. The issues focussed on include, but are not limited to, low self-esteem, anger, shame, guilt, psychological conditions, suicide, antisocial behaviour and periods of imprisonment.

On 7 April 2005, in response to the 2004 Senate Inquiry "Forgotten Australians", the Western Australian Government offered an apology to those people, who as children, suffered harm whilst in institutional care from the 1920s to 1970s. The Western Australian Parliament also made an apology to former child migrants in 1998.

In December 2007 the Minister for the Department for Communities announced the Western Australian Redress Scheme (Scheme). The Scheme will be administered by the Department for Communities and redress payments made via the Consolidated Revenue Fund for payments up to a maximum amount of $80,000.00 per claimant. Funding for the Scheme is up $114 million inclusive of ex gratia payments, support services, legal advice and administration costs.

The Scheme (Redress WA) is an alternative option for people in preference to pursuing protracted and costly common law damages.

A significant feature of the Scheme is the provision of services to assist individuals to improve their lives which have been impacted by adverse experiences while in state care.

In addition to the services offered a redress payment based on an assessment that reflects the extent and impact of the abuse and/or neglect experienced while in state care will also be offered.

Participation in the Redress Scheme is optional. Individuals who do not wish to participate in the Redress Scheme and choose instead to pursue their legal rights are free to do so.

Scope of Service

By way of a guide only Redress WA anticipates attracting in the region of 10000 successful claims. The total number of applications that eligible, not eligible and unsuccessful will be greater than 10000. However, the overall number cannot be reliably predicted nor the geographical location where the claims will emanate from. Potential service providers must factor this "scope of services' into their bids. All persons referred (eligible and/or non eligible to the Scheme) to Redress WA Psychological Services by Redress WA and Redress WA Help Line and Support must be provided with advice, guidance and referral to relevant services.

1.1.1 Attached Documents

The following documents are provided as Appendices, for the Respondent's information:


1.2 SERVICE DESCRIPTION

1.2.1 Specification for Services

The Provision of Psychological Counselling Services to include but not restricted to:
Eligible applicants (as determined by service provider in accordance with Redress WA Guidelines) – up to 6 sessions (without written authorisation from Redress WA):

- Telephone counselling
- Email counselling
- In person counselling
- In person counselling with a private therapist if the service provider is not able to provide the service

Plus referral to mainstream services.

Non eligible – The service provider is to actively assist people to access existing mainstream counselling services. Redress WA will fund up to 2 telephone or email or in person consultations, to determine the most appropriate mainstream service, plus relevant referral/s.

It is anticipated that potential users of the psychological counselling services will have a range of psychological health issues that will need to be addressed. These issues are likely to include but are not restricted to:

- Dysfunctional relationships
- Intimacy issues
- Emotional issues
- Difficulty trusting people
- Low self esteem and self worth
- Self harm behaviours and thoughts
- Anxiety and depression
- Anger management issues
- Negative coping strategies such as drug addiction, alcoholism and gambling
- Parenting problems
- Ongoing nightmares and flashbacks
- Grief and loss
- Trauma issues
- Stress management
- Lack of positive coping strategies

1.2.2 Period of Contract
Duration of funding commences 1 May 2008 to 31 December 2010.

1.2.3 Target Group
Adults (over 18 years of age) who, as children, were abused in State care, prior to 1 March 2006, including the following:

- Adults who were in institutional and non-institutional care as a child
- Former state wards
- The stolen generation.
- Migrant children.
Further details outlining the target group and the eligibility criteria for Redress WA applicants can be found on the Redress WA website on www.redress.wa.gov.au.

1.2.4 Geographical Catchment
- Western Australia
- Interstate
- Overseas

1.2.5 Service Users
- People who were abused or neglected as children while in state care in the State of Western Australia up to 1 March 2006.

1.2.6 Eligible Organisations
Only incorporated not for profit community based organisations, religious or charitable organisations that hold Australian Taxation Office deductible gift recipient status, or Local Government Authorities are eligible to submit a Response.

The Services may be provided by a sole provider or by multiple providers working in partnership. Multiple providers must identify a lead agency as the agency that will be responsible for the day-to-day care and supervision of the child or young person they will provide services to.

If eligible organisations choose to submit a Response as a consortium, then those organisations should clearly state in Section Two of Part B the single legal entity with which the Department will establish a Service Agreement should the Respondent/s be successful.

**NB. It is the Department’s preference to select a sole provider that can provide all or a majority of the service requirements.**

This contract will not provide Panel Members with exclusive rights to all services required under this Expression of Interest. The Department for Communities retains the right to seek similar services at its discretion outside of the Panel Arrangement.

1.2.7 Payment and Invoicing
Schedule 4 to the General Provisions describes the payment schedule (see Appendix A).

The Department will make payment to successful Respondent/s on a fortnightly or monthly basis upon the receipt of an appropriate invoice based on the agreed Price Schedule (see Section Two, Part D). The Department will consult with the successful Respondent/s following commencement of the Service Agreement to establish the payment frequency.

1.2.8 Term
a) The Service Agreement term is 1 May 2008 to 31 December 2010.

b) The Department and the successful Respondent/s will agree on the Service Agreement commencement date/s and the agreed Service Agreement commencement date will be stated in Item 6 of Schedule 1 to the General Provisions (see Appendix A).

1.2.9 Price and Price Variations
a) The Service Agreement is in accordance with the General Provisions for the Purchase of Community Services by Government Agencies – refer Appendix B.
1.2.10 Insurance
The insurances required are stated in Item 5 of Schedule 1 to the General Provisions (see Appendix A).

1.2.11 Service Agreement Management
The Service Agreement Management requirements include:

a) Reporting
As specified in Appendix A – Service Agreement).

b) Meetings
The successful Respondent/s must meet with the Department's Representative or other members of the Department's staff as required.

c) Evaluation of Process and Contract Outcomes
The successful Respondent/s must participate in an evaluation of the process and contract outcomes if requested to do so by the Department.

d) Key Performance Indicators
The criteria that will be used to measure the performance of the successful Respondent/s are as follows:

i. Outcome objectives;
ii. Services activities and strategies;
iii. Output measures;
iv. Compliance with service standards; and
v. Costs.

Feedback will be provided to the successful Respondent/s through regular meetings, progress and financial reports and data summary sheets.

e) Service Agreement Managers
The Department and the successful Respondent/s must each nominate a Service Agreement Manager (see Items 2 and 4 of Schedule 1 to the General Provisions). Clause 8 of the General Provisions sets out the terms and conditions regarding Service Agreement Managers (see Appendix B).

f) Address for Notices
The Department and the successful Respondent/s must each nominate an Address for Notices (see Item 8 of Schedule 1 to the General Provisions). Clause 10 of the General Provisions sets out the terms and conditions regarding Notices (see Appendix B).
2.1 Information to Be Supplied

THIS SECTION MUST BE COMPLETED AND RETURNED IN FULL. IT IS YOUR 'OFFER' TO PROVIDE AND DELIVER THE SERVICE.

IF SUCCESSFUL THIS RESPONSE WILL FORM PART OF THE SERVICE AGREEMENT (CONTRACT) WITH THE DEPARTMENT.

In preparing its Response, the Respondent must:

(a) address each requirement in the form set out in this Section; and

(b) nominate any Response Information that the Respondent wishes to expressly and reasonably nominate as confidential.

2.2 Respondent Details

<table>
<thead>
<tr>
<th>RESPONDENT:</th>
<th>(Identity of the legal entity that will enter into the Service Agreement with the Department)</th>
</tr>
</thead>
<tbody>
<tr>
<td>LEGAL ENTITY [NAME]:</td>
<td></td>
</tr>
<tr>
<td>BUSINESS NAME [&quot;TRADING AS&quot;]:</td>
<td></td>
</tr>
<tr>
<td>STREET ADDRESS:</td>
<td></td>
</tr>
<tr>
<td>ADDRESS FOR NOTICES</td>
<td></td>
</tr>
<tr>
<td>ABN NUMBER/STATUS:</td>
<td></td>
</tr>
<tr>
<td>GST STATUS:</td>
<td>Registered ☐ Not Registered ☐ Applying ☐</td>
</tr>
<tr>
<td>LEGAL ENTITY E-MAIL ADDRESS</td>
<td></td>
</tr>
<tr>
<td>WEB PAGE ADDRESS:</td>
<td></td>
</tr>
<tr>
<td>CONTACT PERSON</td>
<td></td>
</tr>
<tr>
<td>NAME:</td>
<td></td>
</tr>
<tr>
<td>POSITION:</td>
<td></td>
</tr>
<tr>
<td>TELEPHONE:</td>
<td></td>
</tr>
<tr>
<td>FACSIMILE</td>
<td></td>
</tr>
<tr>
<td>MOBILE</td>
<td></td>
</tr>
<tr>
<td>E-MAIL:</td>
<td></td>
</tr>
<tr>
<td>TYPE OF RESPONSE (See Section 3.2.10) (Please Tick Appropriate box)</td>
<td></td>
</tr>
<tr>
<td>☐ CONFORMING RESPONSE ☐ ALTERNATIVE RESPONSE</td>
<td></td>
</tr>
</tbody>
</table>
2.3 SELECTION CRITERIA

Part A: Eligibility Criteria

These criteria will not be point scored.

To be eligible for funding and to be eligible for the Response to be further assessed against the qualitative criteria Respondents must provide the requested information and be willing and able to comply with each of the following criteria.

Please respond to ALL of the following:

PRE-QUALIFICATION CRITERION

The Department will not consider any Response that does not meet the following Pre-Qualification Criteria:

A.1 Eligible Organisation

The Respondent must be an Incorporated Not for Profit, Local Government Authority or Religious/Charitable Organisation to be eligible to submit a Response.

RESPONDENT TO COMPLETE:

Is the Respondent an Incorporated Not for Profit organisation?
(Yes / No)

If yes, provide a copy of the organisation's Certificate of Incorporation under the Associations Incorporation Act (1987) or the Corporations (Aboriginal and Torres Straight Islander) Act 2006.

OR

Is the Respondent a Local Government Authority?
(Yes / No)

OR

Is the Respondent a Religious/Charitable Organisation?
(Yes / No)

If yes, provide documentation verifying the legal status of the organisation, holding Australian Taxation Office deductible gift recipient status.

OR

Is the Respondent a Public Company limited by Guarantee?
(Yes / No)

If yes, provide a copy of the organisation's Certificate of Incorporation.
COMPLIANCE AND DISCLOSURE CRITERIA

The Department will, in its Value for Money assessment, consider the extent to which the Response satisfies the following Compliance and Disclosure Criteria. The Department reserves the right to reject any Response that does not properly address and satisfy any of the Compliance and Disclosure Criteria.

A.2 OFFERED SERVICES – PSYCHOLOGICAL COUNSELLING SERVICES

The Respondent must indicate which services they are applying for:

<table>
<thead>
<tr>
<th>SERVICE</th>
<th>RESPONDENT OFFERING TO SUPPLY PSYCHOLOGICAL SERVICES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Telephone counselling</td>
<td>Yes / No / NA</td>
</tr>
<tr>
<td>Email counselling</td>
<td>Yes / No / NA</td>
</tr>
<tr>
<td>In person counselling</td>
<td>Yes / No / NA</td>
</tr>
<tr>
<td>In person counselling with a Private Therapist if the service provider is not able to provide the service</td>
<td>Yes / No / NA</td>
</tr>
<tr>
<td>Appropriate referrals</td>
<td>Yes / No / NA</td>
</tr>
</tbody>
</table>

It is anticipated that potential users of the psychological services will have a range of psychological health issues that will need to be addressed. These issues are likely to include but are not restricted to:

- dysfunctional relationships
- intimacy issues
- emotional issues
- difficulty trusting people
- low self esteem and self worth
- self harm behaviours and thoughts
- anxiety and depression
- anger management issues
- negative coping strategies such as drug addiction, alcoholism and gambling
- parenting problems
- ongoing nightmares and flashbacks
- grief and loss
- trauma issues
- stress management
- lack of positive coping strategies
A.3 REGIONS
(Applicants must indicate what region/s they wish to apply for by checking the relevant boxes)

<table>
<thead>
<tr>
<th>REGION</th>
<th>TICK RELEVANT REGION</th>
</tr>
</thead>
<tbody>
<tr>
<td>STATEWIDE (WESTERN AUSTRALIA)</td>
<td>□</td>
</tr>
<tr>
<td>PERTH METROPOLITAN (INC ROCKINGHAM/ MANDURAH/ PEEL AREAS)</td>
<td>□</td>
</tr>
<tr>
<td>GOLDFIELDS (INC KALGOORLIE/ COOLGARDIE/ MENZIES/ LEONORA/ LAVERTON/ WARBURTON/ NORSEMAN/ ESPERANCE &amp; SURROUNDING AREAS)</td>
<td>□</td>
</tr>
<tr>
<td>GREAT SOUTHERN (INC KATANNING/ ALBANY &amp; SURROUNDING AREAS)</td>
<td>□</td>
</tr>
<tr>
<td>KIMBERLEY (INC BROOME/ DERBY/ FITZROY CROSSING/ HALLS CREEK/ KUNUNURRA/ WYNDHAM &amp; SURROUNDING AREAS)</td>
<td>□</td>
</tr>
<tr>
<td>GASCOYNE/ MURCHISON (INC GERALDTON/ CARNARVON/ MEEKATHARRA/ CUE/ MT MAGNET/ WILUNA &amp; SURROUNDING AREAS)</td>
<td>□</td>
</tr>
<tr>
<td>PILBARA (INC ONSLOW/ KARRATHA/ ROEBOURNE/ PORT HEDLAND/ MARBLE BAR/ TOM PRICE/ PARABURDOO/ NEWMAN &amp; SURROUNDING AREAS)</td>
<td>□</td>
</tr>
<tr>
<td>SOUTH WEST (INC BUNBURY/ BUSSELTON MANJIMUP &amp; SURROUNDING AREAS)</td>
<td>□</td>
</tr>
<tr>
<td>WHEATBELT (INC DALWALLINU/ NARROGIN/ MERREDDIN &amp; SURROUNDING AREAS)</td>
<td>□</td>
</tr>
</tbody>
</table>

A.4 COMPLIANCE WITH THE GENERAL PROVISIONS
The Respondent must confirm whether it will comply with the General Provisions (see Appendix B). If the Respondent will not comply with any of the General Provisions clauses, the Respondent must set out:
(a) the clause within the General Provisions it will not comply with;
(b) the extent of non-compliance – including the alternative clause, if any, or a description of any changes it requires to the clause; and
(c) the reason for non-compliance.

RESPONDENT TO COMPLETE:
Does the Respondent agree to the General Provisions? (Yes / No) - If no, provide details.
A.5 FINANCIAL CAPACITY TO PERFORM THE PROPOSED CONTRACT

The Department reserves the right to research and examine the financial viability of Respondents.

RESPONDENT TO COMPLETE:

Does the Respondent understand and agree to the above requirement?

(Yes / No)

If no, provide details.

A.6 DISCLOSURE OF PARTICIPANTS (INCLUDING SUBCONTRACTORS)

RESPONDENT TO COMPLETE:

Is the Respondent acting as an agent or trustee for another person or persons?

(Yes / No)

If yes, provide details.

AND

Is the Respondent acting jointly or in association with another person or persons?

(Yes / No)

If yes, provide details.

AND

Has the Respondent engaged, or does the Respondent intend to engage, another person or persons as a subcontractor?

(Yes / No)

If yes, provide details.

A.7 DISCLOSURE OF CRIMINAL CONVICTIONS

The Respondent must confirm that neither the Respondent nor any person included in its Personnel has been convicted of a criminal offence that is punishable by imprisonment or detention. (Refer also to Appendix A, Schedule 2, Section 3.2 Service Standards - Criminal Record Screening)

RESPONDENT TO COMPLETE:

Has the Respondent or any person included in its Personnel been convicted of a criminal offence that is punishable by imprisonment or detention?

(Yes / No)

If yes, provide details.

A.8 DISCLOSURE OF CONFLICT OF INTEREST

The Respondent must declare and provide details of any actual, potential or perceived conflict of interest.

RESPONDENT TO COMPLETE:

Does the Respondent have any actual, potential or perceived conflict of interest in relation to the performance of the Service Agreement (if awarded) by the Respondent?

(Yes / No)

If yes, the reasons why.
Part B: Qualitative Criteria

The qualitative selection criteria are weighted according to their degree of importance. Respondents must refer to the service specification (refer Section One of this package) when considering responses to the following criteria. In addition Respondents should ensure that they:

a) Address each issue within each qualitative criterion using the headings provided;
b) in respect of the qualitative criterion, provide full details of any claims, statements or examples;
c) assume that the Department has no knowledge of the Respondent, its activities, experience or any previous work undertaken by the Respondent for the Department or any other Public Authority; and
d) Seek advice if required from the Contact Person listed on page 2 of this package.

The Department will, in its Value for Money assessment, consider the extent to which the Response satisfies the following Qualitative Criteria. The Department reserves the right to reject any Response that does not properly address and satisfy any of the Qualitative Criteria.

B.1 TARGET GROUP (25 % WEIGHTING)

The Respondent must demonstrate experience in working with the target group, as well as an understanding of the issues they face.

In responding to this requirement, the Respondent must:

a) Describe the organisation’s experience and/or ability to work with the Target Group as outlined Clause 1.2.3 Target Group; and
b) Illustrate with relevant examples.

RESPONDENT TO COMPLETE:

Respondent to demonstrate experience with and understanding of the target group.

B.2 CULTURALLY APPROPRIATE SERVICE (25% WEIGHTING)

The Department aims to ensure that the services provided are sensitive to the needs of the target group from diverse and cultural backgrounds.

In responding to this requirement, the Respondent must:

a) Demonstrate experience and/or ability in the provision of services to people who identify as being from a specific cultural community (including Aboriginal and Torres Strait Islander people and people with culturally and linguistically diverse backgrounds); and
b) Describe how the Respondent will ensure and substantiate that the service/s is accessible and appropriate for Aboriginal and Torres Strait Islander people and people with culturally and linguistically diverse backgrounds.

RESPONDENT TO COMPLETE:

Respondent to demonstrate experience, ability and proposal for providing culturally appropriate services.

B.3 PROPOSED SERVICE MODEL (35% WEIGHTING)

Based on the issues and needs identified in, 1.2 Service Description and taking account of the requirements of the service specifications, the EOI should describe the proposed Services to engage with and meet the needs of the target group.

In responding to this requirement, the Respondent must:

(a) Demonstrate that the proposed service model contains the range of support services required to meet the needs of the target group;
(b) Describe strategies the services will use to provide the support services for the target group.

(c) Demonstrate experience in developing and monitoring implementation plans to meet the individually identified needs of the target group.

(d) Detail the proposed staffing complement, roles and responsibilities, and the qualifications and experience required of them;

(e) Outline the hours of operation proposed for the service

(f) Identify the major challenges for this service and strategies to address these challenges;

(g) Demonstrate appropriate links and networks, ie:

(i) Demonstrate ability to work collaboratively with the Department and other agencies and service providers; and

(ii) Describe how the current links and collaborative relationships of the organisation with relevant local, community and government agencies will be used to create, deliver and enhance the service.

RESPONDENT TO COMPLETE:

Respondent to provide the service model information required under this clause.

B.4 ORGANISATIONAL GOVERNANCE AND MANAGEMENT (15% WEIGHTING)

The purpose of this section is to determine the Respondent's capacity to meet the service requirements. The Respondent must:

a) Demonstrate the capacity of the organisation to provide the specified support services;

b) Demonstrate the competency of the organisation to deliver the service and meet accountability requirements;

c) Describe the system of management and supervision. Describe the staff supervision structures and processes that will support the provision of the service;

d) Describe the management structure of the organisation and include organisational charts for the service;

e) Describe the policies and procedures that will be in place to ensure comprehensive, consistent and effective provision of services; and

f) Describe how the organisation will provide training, supervision and support of volunteers if volunteers are part of the proposed service.

RESPONDENT TO COMPLETE:

Respondent to provide the organisational governance and management information required under this clause.

Part C: REFEREES

The Respondent must provide a minimum of three [3] referees in respect of the contracts detailed in response to qualitative criteria B1 and B2. Should include current or previous funding agencies. Department for Child Protection employees cannot be nominated as referees. Referee details must include:

- the referee's name and position;
- company name;
- the contact telephone number; and
- the contract or project title.

RESPONDENT TO COMPLETE:

Respondent to provide the referee information as required under this clause.
Part D: Price and Pricing Requirements

The Department will, in its Value for Money assessment, consider the extent to which the Response satisfies the following offered Price and pricing requirements. The Department reserves the right to reject any Response that does not properly address and satisfy any of the Price and Pricing Requirements.

D.1 PRICE AND PRICE SCHEDULE

(a) the Respondent must include in its Response the completed Price Schedule.

(b) The Respondent must state the basis of its Price in Australian Dollars and any price variation provision, arrangement or mechanism applicable to the Price.

(c) The Price will be deemed to include the cost of complying with this Request and the Service Agreement documents, and the cost of complying with all matters and things necessary or relevant for the due and proper performance of the Service Agreement. Any charge not stated as being additional to the Price will not be payable by the Department.

(d) If the Price is consideration for a taxable supply under the GST Act, the Price will be deemed to be inclusive of all GST applicable to the taxable supply at the rate in force for the time being.

RESPONDENT TO COMPLETE:

NB. If respondents wish to tender for multiple regions the schedule below should be completed for each region where the price differs, clearly marking the region that the schedule is applicable to. If the price is consistent for all regions only one schedule is required to be completed.

1. Pricing for the services must include all costs associated with the provision of the services including but not limited to salaries, administration and operating costs.

2. The table must be filled for each region/s.

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost per service per hour</th>
</tr>
</thead>
<tbody>
<tr>
<td>Telephone Counselling</td>
<td>$</td>
</tr>
<tr>
<td>Email Counselling</td>
<td>$</td>
</tr>
<tr>
<td>In person Counselling</td>
<td>$</td>
</tr>
<tr>
<td>In person counselling with a private therapist if the service provider is not able to provide the service</td>
<td>$</td>
</tr>
<tr>
<td>Appropriate referrals</td>
<td>$</td>
</tr>
<tr>
<td>Other service/s (please outline in full)</td>
<td>$</td>
</tr>
<tr>
<td>Written report to Redress WA (upon request by Redress WA)</td>
<td>$</td>
</tr>
</tbody>
</table>

All invoices submitted to Redress must detail:
- Claimants name, address & Date of Birth
- Service provider details
- Service details

Organisations are also encouraged to submit alternative costing schedules for the services they wish apply for. Acceptance of the pricing and payment schedule shall be mutually agreed by the parties and incorporated in the Service Agreement. The payment schedule may include the following methods of payment:

1. Grant payment
2. Payment for Services
3. Cost per service per hour
2.4 Declaration by Respondent

This Respondent offers to provide the service under a Service Agreement in accordance with:

- the Request, including the service specification (see Appendix A)
- any addendums issued to the Request
- the Response provided by the Respondent to the selection and pricing criteria

and subject to the general provisions (see Appendix B) and any other documents the Department has examined in relation to this Request.

The Respondent acknowledges that all statements and information provided are true and correct and accepts the Response will be subject to verification as part of the Department's due diligence.

<table>
<thead>
<tr>
<th>SIGNED BY THE RESPONDENT [Authorised Person as per legal entity's constitution]</th>
</tr>
</thead>
<tbody>
<tr>
<td>SIGNATURE:</td>
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<tr>
<td>DATE:</td>
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<tr>
<td>FULL NAME:</td>
</tr>
<tr>
<td>OFFICIAL POSITION (e.g. Chairperson):</td>
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<tr>
<td>ADDRESS:</td>
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<td>EMAIL:</td>
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<td>CONTACT NUMBER</td>
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<td>CONTACT NUMBER</td>
</tr>
</tbody>
</table>

Local Government Authorities should affix the Common Seal here
3.1 The Evaluation Process

An evaluation panel will assess the written information provided by each Respondent. Based on the panel’s assessment, your organisation may be invited to an interview to clarify or expand on information provided in the written Response. The evaluation method will include the Department verifying the information provided and ensuring that the recommended Respondent/s have the capability to fulfil all of the requirements of the Service Agreement.

The recommended Respondent/s will be the organisation/s that the evaluation panel deems to have provided the "offer" that represents the best value for money taking into consideration the service model, budget and other qualitative criteria.

The evaluation panel will forward its evaluation report to the Minister’s delegate for approval. The Minister will then be notified of the recommendation. All organisations that have submitted a Response will be notified of the successful Respondent/s.

Negotiation may occur with the recommended Respondent/s to ensure their proposed service model is reflected in the service specification. The Department may also consider it necessary to negotiate further to refine the proposed service model and budget to ensure the outcome objectives of the service specification will be achieved to the highest level.

The successful Respondent/s will sign a Service Agreement with the Minister’s delegate and this will be effective from the commencement date stated in Item 6 of Schedule 1 to the General Provisions (see Appendix A).
3.2 General Conditions of Responding

3.2.1 DELIVERY METHOD
Responses may be delivered by hand to the Response delivery address (by the Respondent or the Respondent's private agent) or sent through the official mail, or faxed.

a) **(Responses delivered by Mail or by Hand)** Original Responses plus 3 copies delivered by Mail or by Hand must be submitted to the delivery address in full prior to the closing time, as listed on page 3 of this Request.

b) **(Faxed Responses)** Faxied Responses must be received in full prior to the closing time, as listed on page 3 of this Request.

3.2.2 SUBMISSION OF RESPONSE

(a) Any Response which:
   (i) is not submitted before the Closing Time;
   (ii) is incomplete at the Closing Time; or
   (iii) is not submitted in accordance with page 3 of this Request and clause 3.2.1 above:
will be excluded from consideration, unless the Respondent can provide conclusive evidence of mishandling of the Response.

(b) For the purposes of this Request Condition, mishandling will only have occurred where:
   (i) in the case of submission of the Response by hand or by post under clause 3.2.1(a), the Response was received by the Department prior to the Closing Time but the Response was not transferred by the Department to the tender box by the Closing Time; or
   (ii) in the case of submission of the Response by facsimile under clause 3.2.1(b), the Response was received by the Department prior to the Closing Time but the Response was not transferred by the Department to the tender box by the Closing Time.

(c) If the Respondent submits the Response by facsimile, then the Response must be received in full by the Department prior to the Closing Time. If the Respondent submits the Response by facsimile, the Respondent agrees that:
   (i) receipt of the Response will be determined by the date and time which the Department's facsimile machine records that the facsimile was successfully received; and
   (ii) facsimile transmission is not a reliable method of submitting Responses and the Respondent submits the Response entirely at its own risk in respect of transmission failures and transmission errors howsoever caused.

(d) A Response is not assignable by the Respondent without prior written consent of the Department.

(e) If a Response is submitted by a consortium of two (2) or more persons either by way of joint venture, partnership or otherwise, those persons are bound by these Request Conditions jointly and severally.

(f) A Response is, upon submission, the absolute property of the Department and will not be returned to the Respondent. Nothing in this provision affects the intellectual property rights of the Respondent in the Response, except that the Department may make such copies of the Response as the Department requires for the proper evaluation of the Response.
3.2.3 CANCELLATION AND VARIATION

(a) The Department reserves the right, at any time and from time to time, to cancel, vary, supplement, supersede or replace this Request or any part of this Request.

(b) If the Department cancels, varies, supplements, supersedes or replaces this Request, then;

(i) the Department will advise each Respondent that the Request has been cancelled, varied, supplemented, superseded or replaced; and

(ii) the Respondent shall not have any recourse against the Department whatsoever including for claims for any costs or expenses incurred up to and including the date that the Request or any part of this Request is cancelled, varied, supplemented, superseded or replaced.

3.2.4 DEPARTMENT'S RIGHTS

(a) The Department is not obliged to accept the Response containing the lowest Price.

(b) The Department is under no obligation to accept any Response and may reject any Response or all Responses, in the Department's discretion, including:

(i) (failure to comply with Request Conditions) if a Response fails to comply with these Request Conditions;

(ii) (failure to comply with requirements) if a Response fails to comply with any of the requirements set out in Section Two, Part B;

(iii) (false or misleading) if a Response contains information or representations that are false or misleading;

(iv) (change of control) if anything occurs, the effect of which is to transfer, directly or indirectly, the management or control of the Respondent to another person, including in respect of a Respondent which is a body corporate, if there is a change in control of the Respondent within the meaning of the Corporations Act 2001 (Cth);

(v) (change of consortium membership) in respect of a Respondent which consists of a consortium, if there is a change of membership of the consortium members; or

(vi) (change of policy or commercial reasons) if the Department decides to cancel this Request due to changes of policy or for commercial reasons.

(c) The Department may accept a Response in whole or in part.

(d) After the Closing Time, the Department may:

(i) request additional information from the Respondent in relation to the content of the Response for the sole purpose of clarifying the Response; and

(ii) request information from the Respondent regarding the financial capacity of the Respondent,

and if so requested, the Respondent must promptly provide such information to the Department.

(e) In evaluating a Response, the Department may take into account any information regarding the Respondent that the Department has in its possession or receives from any source, including information about the past or current performance of the Respondent under any other contract, arrangement or dealing between the Respondent and a Public Authority.
3.2.5 AGREEMENT BY RESPONDENT

In submitting a Response, the Respondent agrees that:

(a) **(information true and correct)** all information in its Response and all Response Information is true and correct;
(b) **(relies on own enquiries)** it relies entirely on its own enquiries in relation to all matters in respect of this Request, these Request Conditions and the General Provisions;
(c) **(understood Request)** it has examined and understood this Request, each addendum issued under this Request, these Request Conditions, the General Provisions and any other information available to the Respondent in respect of this Request;
(d) **(made reasonable enquiries)** it has examined all information relevant to the risks, contingencies and other circumstances having an effect on its Response which is obtainable by the making of reasonable enquiries, which enquiries the Respondent has made;
(e) **(does not rely on warranties)** it does not rely on any warranty or representation of the Department, or any person actually or ostensibly acting on behalf of the Department;
(f) **(no secret commission)** it has not paid or received and will not pay or receive any secret commission in respect of this Request;
(g) **(no Collusion)** it has not colluded and will not collude with any other person in respect of this Request;
(h) **(no inflation or deflation of Price)** its Price is not inflated or deflated to advantage another Respondent;
(i) **(no unlawful arrangement)** it has not entered and will not enter into any unlawful arrangement with any other person in respect of this Request;
(j) **(no improper influence)** it has not sought and will not seek to influence any decision in respect of this Request by improper means; and
(k) **(own cost and expenses)** it will pay its own costs and expenses in connection with:
   (i) the preparation and submission of its Response; and
   (ii) any discussions, enquiries or negotiations with, or provision or consideration of further information to, the Department, whether before or after the submission of any Response,

irrespective of whether its Response is accepted or not.

3.2.6 WITHDRAWAL OF RESPONSE

The Respondent may withdraw its Response at any time prior to acceptance of its Response, by notifying the Department in writing.

3.2.7 RESPONSE VALIDITY

(a) Unless the Respondent withdraws its Response under clause 3.2.6 of this Section, the Respondent agrees that its Response will remain open for acceptance by the Department for the Response Validity Period.

(b) The Response Validity Period may be extended or further extended by the Department by advising each Respondent in writing at any time or times.

3.2.8 DISCLOSURE OF RESPONSE INFORMATION

a) The Respondent agrees and acknowledges that its Response and its Response Information are subject to the Freedom of Information Act 1992 (WA) and may also
be disclosed by the Department or the State under a court order or upon request by Parliament or any committee of Parliament or if otherwise required by law.

b) By submitting a Response, the Respondent releases the Department and the State from all liability whatsoever for any loss, injury, damage, liability, costs or expense resulting from the disclosure of its Response and its Response Information under this clause by the Department or the State.

c) The Respondent agrees and acknowledges that the powers and responsibilities of the Auditor General for the State under the Financial Management Act 2006 and the Auditor General's Act 2006 are not affected in any way by this Request.

d) Subject to this clause and to the provisions of the Financial Management Act 2006 and the Auditor General's Act 2006, the Department will not make public any part of the Response or any Response Information that the Respondent expressly and reasonably nominates in its Response as confidential. However, the Department may require the Respondent to withdraw any claim to confidentiality in respect of any part of the Response or any Response Information as a condition of acceptance of the Response.

3.2.9 CONFLICT OF INTEREST

(a) The Respondent must, prior to any acceptance of its Response by the Department, disclose to the Department any information that is or might be relevant to determining whether an actual, potential or perceived conflict of interest exists or might exist in relation to this Request or the performance of the Contract (if awarded) by the Respondent.

(b) The Department may, in its discretion, accept or reject the Respondent's Response if the Department considers that the Respondent has, or could reasonably be considered to have, an actual, potential or perceived conflict of interest in relation to this Request or the performance of the Contract (if awarded) by the Respondent.

3.2.10 ALTERNATIVE RESPONSES

Responses may be submitted as Alternative Responses rather than Conforming Responses, for example:

- proposing a service model that is not consistent with the service specification; or
- proposing a service which is made subject to conditions other than the General Provisions of the Service Agreement; or
- submitting a Response for part of the requirement e.g. the service being sought may be a metropolitan wide service but the Respondent wishes to submit a Response for the South East Metropolitan region only. It is expected that an 'In Part' Response would have a correspondingly reduced price.

Such Responses must in all cases be clearly marked "ALTERNATIVE RESPONSE". The Department may, in its absolute discretion, reject any such Response as invalid. Any printed additional "Conditions" shown in an Respondent's Response will not be binding on the Department in the event of a Service Agreement being awarded unless the Response is clearly marked as an Alternative Response.

Responses submitted as Alternative Responses must clearly set out:

- What is different from a Conforming Response; and
- What effect it will have on the outcome.

3.2.12 GENERAL PROVISIONS OF THE SERVICE AGREEMENT (CONTRACT)

Should your Response be successful the Department will enter into a Service Agreement (contract) with your organisation to provide the service. The Service Agreement contains a number of legal clauses called "Non-Indexation Version"
GENERAL PROVISIONS for the Purchase of Community Services by Government Agencies - 2007 edition' (see Appendix B).

The Response shall be considered to have been made on the basis of and to incorporate these General Provisions.

In addition, Responses shall be considered to have been made on the basis of and to incorporate the provisions and stipulations set out in the Across Government Service Agreement template (see Appendix A).

Copies of both documents are provided as Appendices to this Request.
APPENDIX B – GENERAL PROVISIONS