# Tool 3: Example RFT Template

*See Glossary at the end of this document for definitions.*

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| **Tools in this series:**   * [Tool 1: Evaluation Approach for Complex Procurements](https://www.mentalhealthcommission.gov.au/publications/tool-1-evaluation-approach-complex-procurements) * [Tool 2: Evaluation Approach for Simple Procurements](https://www.mentalhealthcommission.gov.au/publications/tool-2-evaluation-approach-simple-procurements) * [Tool 3: Example RFT Template](https://www.mentalhealthcommission.gov.au/publications/tool-3-example-rft-template) * [Tool 4: Checklist for Onboarding New Suppliers](https://www.mentalhealthcommission.gov.au/publications/tool-4-checklist-onboarding-new-suppliers) * [Tool 5: Procurement Lifecycle Checklist](https://www.mentalhealthcommission.gov.au/publications/tool-5-procurement-lifecycle-checklist) * [Tool 6: Supplier’s Report – Template](https://www.mentalhealthcommission.gov.au/publications/tool-6-suppliers-report-template) * [Tool 7: Framework for Undertaking a Needs Analysis](https://www.mentalhealthcommission.gov.au/publications/tool-7-framework-undertaking-needs-analysis) |

### Disclaimer

This document was developed by procurement specialists for the National Mental Health Commission (NMHC). The guidance is high level and organisations should adapt this checklist to suit their requirements. Organisations are responsible for ensuring the approach is appropriate for their workforce and engaging any additional expertise as indicated.

This document provides guidance only and should not be considered legal advice. You may wish to obtain independent legal advice if your organisation has concerns about obligations under law.

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**Sections for your organisation to complete in this template are highlighted in yellow throughout.**

[INSERT NAME OF ORGANISATION]

**Request for Tender (RFT)**

**Mental Health Procurement**

|  |  |
| --- | --- |
| **Issue date** | [INSERT DATE] |
| **Submission date** | [INSERT DATE] |
| **Submission format** | Electronic submission via email to [INSERT NAME OF ORGANISATION] |

**Strictly private and confidential**

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# Summary of key information

| **Item** | **Detail** | **RFT section** |
| --- | --- | --- |
| Request for tender (RFT) | **Procurement of *XXXX*** | *[E.g. The Opportunity (p 6)]* |
| Closing date and time | **RFT closing time:**  [*Insert time and date*] |  |
| **Q&A closing time:**  [*Insert time and date*] |
| Enquiries | Contact the Tender Officer via email to:  [*INSERT EMAIL ADDRESS*] |  |
| How to lodge a tender | Tenders should complete the tender response form provided at Attachment *X* [*organisation to include relevant tender response forms*]. Tenders are to be lodged by the RFT closing time marked as:  **‘RFT: XXXXX Procurement’**  Tenders are to be lodged electronically via:  [*INSERT TENDER SUBMISSION DETAILS* e.g. email or website] |  |

# **Introduction**

[Agency to insert introduction. The introduction provide an overview and description of your organisation’s business and purpose related to mental health.]

Example introduction:

Mental health is an increasingly pressing issue in Australia and is determined by a mix of individual, social and structural components. Mental health in the workplace is complex and many factors must be considered, including understanding the needs of workers and the workplace, to support the overarching health of workers and environments.

There is no ‘one size fits all’ approach to establishing mental health support for workers. All organisations face unique challenges. This RFT facilitates the tender for providers to supply mental health supports to Australian organisations. The aim is to identify suppliers in the market who can deliver suitable mental health services. Suitable providers may differ depending on the who is receiving the service. Information about how tenderers are assessed is described in the Evaluation criteria section.

### **Purpose**

This request for tender (RFT) seeks tenderers for the mental health supports listed in the statement of requirement at Attachment *B* [*ORGANISATION TO INCLUDE DETAILED STATEMENT OF REQUIREMENT*]. These supports are to be provided to [INSERT NAME OF ORGANISATION]. This detailed document is typically used for a complex procurement. As such, the RFT seeks detailed information on the following:

[INSERT RESPONSE REQUIREMENTS]

Example response requirements:

* tenderer corporate structure, finances and business endeavors
* tenderer experience and qualifications for the supports being provided
* intended supports being offered including evidence to support claims against the statement of requirements
* demonstrated understanding of mental health in Australian workplaces
* pricing options
* approach to implementation including mitigation of potential risks to implementing mental health supports
* compliance with the draft contract (see Attachment C).

Detailed responses can be provided in the tenderer response form found at Attachment D.

# **The opportunity**

### **Objectives for the procurement**

[INSERT NAME OF ORGANISATION]’s overarching objectives for the procurement are to:

[INSERT OBJECTIVES]

To develop the objectives, think about:

* What are you trying to achieve? What problem are you trying to solve?
* How will your organisation deliver the mental health service?

Example:

An organisation seeks counselling services to help with the mental health and stress-related issues arising with its workers. The successful tenderer must provide professional and confidential short-term counselling services for a range of personal or work-related issues or goals that may affect a recipient's life, including but not limited to: workplace stress and job related concerns (for example, timelines, demands); high workloads; interpersonal conflict and communication challenges; organisational change; emotional reactions, stress, anxiety, depression or other mental health concerns; alcohol, substance abuse or other addictions; career support (for example, job interview techniques, career counselling); disability support; physical health and wellbeing support, including nutrition and lifestyle; relationships and family matters including parenting, child and adolescent issues; domestic violence concerns; grief and bereavement; serious or life-threatening conditions; financial matters; and legal concerns.

The service must be delivered through successive counselling sessions for each worker who needs the service and the number of sessions will be determined through contract negotiations. The counselling services must be provided either in person or virtually depending on the worker’s location and needs.

By providing these counselling services, the organisation aims to support workers and reduce mental health and stress-related issues in the workplace. The aim is to provide independent, anonymous and confidential counselling services that staff feel comfortable to engage with.

# **RFT overview**

### **Timeline and milestones**

High level procurement phases and associated milestones are shown in the table below.

| **Milestone** | **Date#** |
| --- | --- |
| RFT issue date | [INSERT DATE] |
| Last date for request(s) for further information | [INSERT DATE] |
| RFT closes | [INSERT DATE] |
| Q&A sessions | [INSERT DATE] |
| Estimated feedback to tenderers | [INSERT DATE] |

# Note dates are estimates only. Any changes to these dates will be notified through addenda issued during the RFT process.

### **Process outline**

During RFT stage, tenderers will be asked to submit a tender for the opportunity to supply mental health supports. Clarification questions will be facilitated, and a briefing session / question and answer forum will be held if there is demand.

At the close of the RFT, tenders will be evaluated, and a shortlist of potential tenderers will be selected. The RFT will require tenderers to answer several questions related to mental health procurement, and their responses will be marked against evaluation criteria. As such, RFT responses must be specific and detailed.

Successful tenderers must sign a contract and will then be shortlisted for the next stage. The draft contract is contained in Attachment C.

Tenderers will be asked to confirm compliance with the contract and the level of compliance will be considered because [INSERT NAME OF ORGANISATION] is not looking to enter lengthy negotiations.

More information on the process is provided in the following sections.

### **Evaluation criteria**

Tenders will be evaluated based on the following evaluation criteria (listed in no particular order and with no specific weighting). Tenders that do not meet the mandatory criteria will not be assessed.

[INSERT EVALUATION CRITERIA]

Example evaluation criteria:

|  |  |
| --- | --- |
| **Evaluation criteria** | **Detail** |
| Mandatory criteria | |
| Alignment and due diligence | * The tenderer has the relevant experience and qualifications to provide their specified mental health service * All returnable schedules are complete, including tenderer information, financial documents and independent audit statements * Submitted on or before due date |
| Non-Mandatory Criteria | |
| Capability to deliver | * Proven track record and demonstrated capability and experience to deliver the proposed supports * Extent of additional, value-add services to the users |
| Compliance | * The tenderer complies with the terms of the draft contract |
| Capacity to deliver | * Demonstrated financial solvency, capability and capacity to successfully deliver and manage the proposed services as requested * Financial statements are supplied |
| Provision of evidence | * The tenderer provides evidence that the service will be effective, such as documented evidence of how the services being delivered have successfully met the specific mental health issue identified |
| Outcomes for the users | * Breadth of users able to access the services * Extent of benefits to the users |
| Commercial offer | * Demonstrated value for money |
| Risk | * Overall risk to [INSERT NAME OF ORGANISATION] and the community, including legal, financial, and reputational risks * Mitigation strategies to address the potential for harm as a result of providing the services |

### **Conditions and advice**

This is an RFT and cannot be considered as an order or offer to contract. This document shall neither be viewed as a request nor authorisation to perform work at [INSERT NAME OF ORGANISATION]’s expense. Any work performed by a tenderer in connection to its RFT response will be at the tenderer’s own discretion and expense. This RFT does not represent a commitment to enter into any contractual obligations.

[INSERT NAME OF ORGANISATION] reserves the right, at any time, without liability, at its sole and absolute discretion, to reject any RFT responses, to modify this RFT and any document associated to this RFT, or to terminate the RFT in part or in whole at any time. Although not obligated to, [INSERT NAME OF ORGANISATION] may, at its sole discretion, give reasons to the tenderer for its decisions with respect to this RFT.

Tenderers are advised [INSERT NAME OF ORGANISATION] is not committed to any course of action as a result of this RFT and/or its receipt of an RFT response from a tenderer or other firms in response to it. No legal relationship will be taken to exist between the [INSERT NAME OF ORGANISATION] and interested parties unless and until a formal contract or agreement is executed by the [INSERT NAME OF ORGANISATION] and the respondent. Final decisions will be made on the outcome by the trustees of [INSERT NAME OF ORGANISATION].

Tenderers should note that [INSERT NAME OF ORGANISATION] may at any time:

* reject any tender that does not conform to instructions and specifications that are issued herein
* not accept tenders after the stated submission deadline
* reject all tenders if it so decides
* negotiate with one or more tenderer
* invite one or more tenderer to participate in a best and final offer (BAFO) process or not at all
* award a bid to one or more tenderers
* award only a portion of the bid, and/or
* make no award.

#### Proper conduct by service providers

False or misleading claims and improper assistance: If a tenderer makes any false or misleading claims or statements or obtains improper assistance from a [INSERT NAME OF ORGANISATION] representative, [INSERT NAME OF ORGANISATION] may exclude the tenderer from consideration.

Normal course of business: Nothing in this RFT is intended to prevent proper communications between a tenderer and [INSERT NAME OF ORGANISATION] in the normal course of business between them to the extent such communications can be maintained without compromising this RFT.

Unlawful inducements: If a tenderer violates any applicable laws or policies in relation to unlawful inducements in connection with the preparation or lodgement of a tender, [INSERT NAME OF ORGANISATION] may exclude the tender from consideration.

Collusive conduct: If a tenderer engages in any collusive tendering or anti-competitive conduct with any other tenderer or person in relation to the preparation or lodgement of any tender, [INSERT NAME OF ORGANISATION] may exclude the tender from consideration.

#### Probity, confidentiality and non-disclosure

This RFT is published to tenderers on a strictly confidential basis. Commercial information is not to be shared. Tenderers are not to communicate to any persons outside of their own teams about this RFT or service scope, other than to [INSERT NAME OF ORGANISATION]. Communication outside of these teams will not be looked upon favourably and could lead to an exit decision outside of the formal process outlined in this document.

Strict probity will be adhered to throughout the process to ensure tenderers are treated equally and fairly. To assist in managing probity, tenderers are required to complete a conflict of interest form as part of the lodgement process (refer Returnable schedule 8). Should tenderers wish to formally agree confidentiality terms with [INSERT NAME OF ORGANISATION], a non-disclosure agreement (NDA) is provided in Attachment A.

#### Changes in scope and terms

[INSERT NAME OF ORGANISATION] reserves the right to change, add or delete any part of this RFT, including but not limited to scope, process, timelines and other terms. Additions, deletions or modifications to the original RFT could result in RFT addenda, which will become an integral part of the RFT and/or tenderers’ response.

[INSERT NAME OF ORGANISATION] reserves the right to award a contract for services that differ from those services specified in the scope of the RFT.

#### Accuracy of information

The information contained in this RFT may be subject to change and [INSERT NAME OF ORGANISATION] will, where appropriate, make the tenderer aware of new information, as and when it is updated or superseded during the RFT process. It is the tenderer’s responsibility to ensure they use the most up to date information to prepare their response. The information in this RFT is not intended to form an offer to contract with [INSERT NAME OF ORGANISATION], but rather to obtain information from tenderers on proposed solution approaches, pricing and commercial terms which will enable [INSERT NAME OF ORGANISATION] to select their preferred leasing partner.

#### Subcontractors / sublessees

Tenderers can involve third parties to deliver services on the site, whether through subcontracting or subleasing arrangements. However, tenderers remain fully responsible for their proposals, and if successful, for the overarching conduct of services on the site. Services provided on site must always be consistent with the ethos and values of [INSERT ORGANISATION]. This is regardless of whether they are provided by the proponent or a subcontractor or sublessee.

Tenderers are responsible for maintaining NDA conditions throughout the RFT process, including with any third parties they involve in preparing their RFT response.

# **Response instructions**

### **Intention to tender**

The tenderer must provide written acknowledgment to [INSERT NAME OF ORGANISATION] confirming receipt of the RFT and their intention to submit an RFT response. Acknowledgement of receipt should be done immediately upon receipt of the RFT, via email: [INSERT EMAIL].

### **Clarifications and enquiries**

The tenderer shall refer all enquiries and communications regarding this RFT to [INSERT NAME OF ORGANISATION] in writing via email: ([INSERT EMAIL]).

Questions and requests for further information and/or clarification **must** be made via email [INSERT EMAIL] by [INSERT DATE]. A collated and anonymised response to all formal requests for further information will be issued to all registered interested parties, except for those questions and responses that may contain commercially sensitive information that is proprietary to a specific tenderer. This process is the primary mechanism for the tenderer to obtain answers and clarifications to any aspects of the RFT and the overall selection process.

Every effort will be made to respond to all questions within 48 hours of receipt of such questions.

### **Lodgement instructions**

* Lodge responses via email ([INSERT EMAIL]) before the RFT closing time (subject to [INSERT NAME OF ORGANISATION]’s right to accept a late tender as described below).
* Include numbered sections and headings that correspond with the returnable schedules.
* Include returnable schedules that are self-contained and do not include cross-referencing to other returnable schedules (except where expressly requested for alignment purposes).
* Do not be unnecessarily elaborate or include excessive attachments beyond that requested in this RFT and sufficient to present a complete and effective RFT.
* Quote rates and prices proposed by the tenderer in Australian Dollars (AUD) and excluding GST, if any.
* Provide the information requested under each question heading where indicated.
* Please add any required rows to tables as required.
* Where exceptions are documented, provide a proposed solution or alternative.
* Be clear and concise, adhering to the format and word limits set out in the returnable schedule forms; otherwise presented information may not be considered during the evaluation.
* Present the response in PDF or Microsoft Word format.

### **Closing time and late tenders**

All tenders must be lodged before the RFP closing time. [INSERT NAME OF ORGANISATION] reserves the right to extend the RF closing time by written addenda or accept a late tender in accordance with the terms of this RFT.

A tender submitted after the RFT closing time is a late tender. A late tender may be excluded from consideration unless the evaluation chair otherwise determines, in its absolute discretion and without having any obligation to do so, that it is appropriate for a late tender to be considered and evaluated.

### **Modifications to tenders**

* No oral or telephone tenders or modifications to tenders will be considered.
* [INSERT NAME OF ORGANISATION] will consider a modification of a tender already lodged by a tenderer only if the modification is lodged before the closing time. All modifications must be in writing, executed and submitted before the closing time in the same form and manner as the original tender. This does not apply to further information provided by a tenderer in response to a request from [INSERT NAME OF ORGANISATION] under this RFT.
* A tenderer may not assign or substitute an alternative tenderer once a tender has been lodged.

# **Definitions**

The table below details the meaning of the acronyms and terms used in this document:

|  |  |
| --- | --- |
| Addenda | Information that may supersede and supplement the RFT after it is released, and communicated via the tender officer using the [INSERT EMAIL] email address |
| Clarification questions | Information that is circulated as part of an addenda in response to questions received by tenderers or as a general reminder/clarification from [INSERT NAME OF ORGANISATION] |
| Closing time | The advised time and date for tenders to be submitted electronically, as stated in the RFT or subsequently in an addenda |
| Conflict of interest | A situation where a person may be perceived to be or actually deriving a personal benefit from actions or decisions made in their official capacity |
| Evaluation chair | RFT evaluation committee chair that recommends the RFT assessment results to the [INSERT NAME OF ORGANISATION] decision maker |
| Evaluation criteria | Criteria that will be used to assess each tender |
| Late tender | A tender submitted after closing time |
| NDA | Non-disclosure agreement |
| Returnable schedules | The physical forms completed by tenderers containing written responses demonstrating their suitability to contract |
| RFT | Request for tender |
| RFT response / tender | Tenderer’s response to this RFT |
| Subcontractor | A party that is contracted to the lessee to deliver supports on its behalf at the site |
| Tender officer | RFT main contact that can be contacted via [INSERT EMAIL] |
| Tenderer | The registered participant in the RFT |

# **Placeholders**

**Attachment A: Non-disclosure agreement**

**Attachment B: Statement of requirement**

**Attachment C: Draft contract**

**Attachment D: Tender response forms**

# Glossary of terms

**Best and final offer (BAFO)** –The final pick of tenderers and the price and terms they are able to offer.

**Capability assessment** –A supplier’s ability to meet an organisation’s specific business requirements

**Capacity assessment** –The factors that prevent the business from producing the quantity that it wants to produce

**Collusion** –The cooperation of parties to carry out fraudulent activity

**Commercial** – Referring to an organisation’s culture, structure and financial viability

**Complex procurement** –A sourcing exercise where the supports provided to the organisation are typically valued as varied or high risk, valuable and complex

**Compliance** –Meeting contract terms and conditions

**Conflict of interest** – May arise when an individual associated with the procurement process has a financial or non-financial interest that may prejudice their impartiality. Such conflicts may be real, perceived or potential, and must be managed and documented.

**Contract** – An undertaking by one person to do something or refrain from doing something if another person does something or refrains from doing something or makes a promise in return in a legally binding manner. A contract may be entered into either in writing or orally.

**Due diligence** –The process of ensuring a prospective supplier is who they claim to be and is capable of delivering the services to the standard required. Due diligence tasks include financial checks, reference checks and ensuring the legal set-up of their organisation is correct.

**Financial statements** –A company’s formal financial statements are their published year end accounts. In most countries, it is a legal requirement for companies to publish these statements soon after their yearend accounting date.

**Mandatory requirement** – Requirements that your organisation **must** have to deliver its Workplace Mental Health Strategy or align with the *Blueprint* pillars

**Mitigation** – An action to reduce the likelihood and/or impact of the risk event. For example, keeping safety/buffer stock mitigates the impact of late supplier deliveries.

**Non-disclosure agreement (NDA)** –An agreement between 2 or more parties to agree not to disclose any information in relation to a project or contract

**Probity** – Complete and confirmed integrity, uprightness and honesty. Purchasing processes must be carried out in accordance with probity principles to ensure purchasers, tenderers and other providers conduct business fairly, reasonably and with integrity.

**Procurement** – Every activity involved in acquiring goods, services and/or works either outright or by lease (through to subsequent disposal or lease termination) but excluding the acquisition of interest in or for the use of land

**Request for proposal (RFP)** – A document that canvasses potential solutions from suppliers when the specification is still unclear

**Request for tender (RFT)** –Invitation to suppliers asking them to send offers

**Statement of requirements (SOR)** – Defines what the procurer wants to buy, and what the supplier is required to provide

**Statement of works (SOW)** – Defines the activities to be undertaken on a program, specifying deliverables, timescales and activities to be completed

**Tender process** – The process used by a procurement professional to decide from a number of bidders which one should be awarded the contract

**Value for money** –The most advantageous combination of price and quality that makes a product or service fit for purpose and achieves the buyer’s required outcomes. This needs to be reviewed in terms of whole-life cost.