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To do this return to the RFT web page on this web site and copy the RFT documents to your own computer or network – the blue “**DOWNLOAD A SOFT COPY**” link at the bottom provides access to the page from which you can do this.



NSW Department of
Community Services

REQUEST FOR TENDER

RFT Id: CD 09/01

EVALUATION OF THE ROLL OUT OF TRIPLE P (POSITIVE PARENTING PROGRAM) THROUGH FAMILIES NSW

PART 1: INFORMATION FOR TENDERERS

**CLOSE OF TENDER: 9.30 am (AEDT) TUESDAY
24 FEBRUARY 2009**

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1 INTRODUCTION

1.1 BACKGROUND

Families NSW is a whole of government, universal and prevention and early intervention strategy aimed at supporting parents expecting a baby or with children aged up to 8 years.

Families NSW is jointly delivered by five Government agencies – NSW Health, the Department of Community Services, the Department of Education and Training, the Department's of Housing, Ageing, Disability and Home Care – in partnership with families, community organisations and local government.

Communities Division, within the Department of Community Services (DoCS), is responsible for the strategic coordination and leadership of the Families NSW.

Communities Division has been allocated \$5.2 million over four years to roll-out Triple P (Positive Parenting Program) as part of the broader Families NSW Strategy. The roll-out of Triple P is part of the NSW Government's 2007 election commitment to support NSW families. The aim of this initiative is to provide all parents with children aged 3-8 years to have the opportunity to access broad focused parenting information and support.

Funding has been allocated to evaluate the roll out as part of this initiative.

The Triple P-Positive Parenting Program® is a multilevel, parenting and family support strategy developed by Professor Matthew Sanders and colleagues at The University of Queensland in Brisbane, Australia. Triple P aims to prevent severe behavioural, emotional and developmental problems in children by enhancing the knowledge, skills, and confidence of parents. It incorporates five levels of intervention on a tiered continuum of increasing strength for parents of children from birth to age 16.

Triple P is founded on more than 30 years of clinical research at the University of Queensland's Parenting and Family Support Centre.

Triple P has five levels of intervention – from a broad universal approach to more intensive programs for parents experiencing significant difficulties, all of which use simple routines and small changes in order for parents to understand and respond to their child's behaviour.

Triple P is designed for use by a variety of health, education and welfare professionals. The Parenting and Family Support Centre at the University of Queensland, Australia, has developed a system of training and accreditation of professionals interested in delivering Triple P interventions. These professional training programs are skills based and involve training practitioners working in universal through to specialist services, in the theoretical and clinical skills required to implement effectively the various levels of intervention with families

Triple P International (TPI) has a licence to disseminate, use, publish, market, sell, and reproduce materials associated with Triple P and to conduct training relating to Triple P. TPI has been contracted by DoCS to train almost 1200 health, welfare and education practitioners across NSW and to provide DoCS with Triple P resources for families and practitioners.

More information about Families NSW, Triple P and the Families NSW roll out of Triple P is contained in Part 2: Project Specification (Section 1) of this RFT.

1.2 BROAD SCOPE OF THIS EVALUATION

The NSW Department of Community Services ("the Department") is inviting Tenders from suitably qualified organisations to evaluate the roll out of Triple P (Positive Parenting Program) through Families NSW.

The evaluation will include: a process evaluation, to review the administration and implementation of the program; a results evaluation; and an economic evaluation.

More detailed information about the project is included in the Project Specification (a separate document that forms Part 2 of this tender package). The evaluation approach will be built upon the Results-Based Accountability Model, which has been adopted by NSW Human Services Agencies and NSW Treasury.

1.3 TIMEFRAME

It is anticipated that the successful tenderer will commence the evaluation in April 2009. The project is due for completion by June 2011.

2 INFORMATION FOR TENDERERS

2.1 DOCUMENTS COMPRISING THIS REQUEST FOR TENDER (RFT)

The documents that comprise this request for tender package are:

- Part 1: Information for Tenderers (this document)
- Part 2: Project Specification
- Part 3: Application Form
- Part 4: Standard DoCS Contract

Tenders must use the application form when preparing their tender. Electronic copies of the application form are available on the DoCS website.

Key tasks for tenderers include:

- Reading this document (Part 1: Information for Tenderers) and making sure you understand the rules and requirements for participating in the tender, including the closing time and date
- Reading the Project Specification and make sure you understand what DoCS wants to purchase through this tender
- Reading the DoCS Standard Contract, outlining the relevant contractual obligations of the successful tenderer and DoCS
- Completing the Application Form and providing any relevant attachments to support your application
- Lodging the required number of copies of your tender application by the deadline specified in 2.5.

2.2 REQUESTS FOR CLARIFICATION BY TENDERERS

Information regarding the tender process and technical clarification of the project specification can be obtained from the Contact Officers as follows:

Rebecca Magoffin, Principal Project Officer - Triple P
Child, Youth and Family Strategy
Communities Division
Department of Community Services
Email: rebecca.magoffin@community.nsw.gov.au
Phone: (02) 9716 2832

OR

Wendy Finnegan, Senior Project Officer Evaluation
Child, Youth and Family Strategy
Communities Division
Department of Community Services
Email: wendy.finnegan@community.nsw.gov.au
Phone: (02) 9716 2058

All enquiries for information should only be addressed to the above nominated Contact Officers.

Applicants may seek clarification of aspects of the Tender from the Contact Officer named above. The NSW Department of Community Services (the 'Department') may respond to requests for clarification either orally or in writing (including by faxed notice or by email). However, if the Tenderer wants to rely on the response it is necessary that the Department provide the response in writing.

Please note that the Department reserves the right to communicate the content of any written questions and answers given to one Tenderer to other prospective tenderers. In these cases the additional information will be made available through the NSW Government tenders web site. **The onus is on prospective tenderers to monitor the NSW Government tenders web site for any amendments (addenda or notices) relating to this tender.**

The Department reserves the right to only respond to questions from prospective Tenderers until ten working days before the Tender Closing Date.

2.3 DISCLAIMERS

- 2.3.1 This RFT should be regarded as no more than a request to submit a Tender, and is not intended to give rise to contractual obligations. Neither the lowest priced offer, nor any offer, will necessarily be accepted by DoCS.
- 2.3.2 DoCS reserves the right to terminate the process at any stage. DoCS will not be liable for any losses suffered by a Tenderer as a result of discontinuance of the Tender process, including costs of Tendering.
- 2.3.3 In the event that the NSW State Contracts Control Board (NSW SCCB) awards a Central Tender resulting in a common Use Period Contract, the parties acknowledge

and agree that DoCS reserves the absolute right to obtain Services/Works under the Central Tender Common Use Period Contract. The Contractor will have no claim against DoCS or any of its officers, employees, agents, or delegated consultants with respect to the exercise of, or failure to exercise, any such right.

2.4 PRE TENDER BRIEFING

- 2.4.1 Tenderers will be offered a pre-tender briefing on **Monday 9 February at 10.30 am - 12 noon, Department of Community Services, 4-6 Cavill Ave, Ashfield NSW 2131**. Attendance at the briefing is not compulsory however Tenderers are encouraged to attend.
- 2.4.2 It is up to each Tenderer to keep a record of any advice given at the pre-tender briefing which they see as relevant.
- 2.4.3 Before submitting a Tender, Tenderers are welcome to seek clarification about the scope of the RFT, contractual issues or the offer lodgement process from the Contact Person (nominated in Section 2.7). This offer is made on the basis that any request for clarification is to be in writing and DoCS will respond direct to the Tenderer making the request (but may need to provide relevant information in response to the request to all prospective tenderers by an addendum).

2.5 CLOSING DATE:

Applications must be received by **9.30 am (AEDT) Tuesday 24 February 2009**.

2.6 LODGING A TENDER

Tenders must be fully lodged with DoCS through a designated Tender Box by the closing date and time.

Electronic Lodgment

Tenders lodged electronically must be submitted using the eTendering system through the NSW Government tenders web site: <https://tenders.nsw.gov.au>

Login as a system user, or newly register, locate the RFT web page for CD09/01 and follow the on-screen instruction to lodge.

Hard Copy Lodgment

Alternatively tenders may be delivered by hand (by the Tenderer or the Tenderer's private agent) **OR** may be sent to the Tender Box through the mail by registered post.

For Hand Delivery

Applications can be hand delivered to the following address between 7.00 am - 6.30 pm Monday to Friday (excluding Public Holidays):

Confidential Tender No. CD09/01

Tender Box, Reception Area
RFT - Evaluation of the roll out of Triple P through Families NSW
4-6 Cavill Ave,
ASHFIELD NSW 1800

For **Postal Delivery**

Applications delivered by post must be sent by registered post and arrive before the time of Close of Tender) and be marked:

Confidential Tender No. CD09/01

Tender Box, Reception Area

RFT - Evaluation of the roll out of Triple P through Families NSW

Department of Community Services

Locked Bag 28

ASHFIELD NSW 2131

It is the responsibility of Tenderers to ensure that hard copies of their Tenders are placed in the nominated Tender Box before the Closing Time specified.

2.7 NUMBER OF COPIES OF TENDER TO BE PROVIDED

The original and three additional copies of the proposal are required if lodged in hard copy. The original shall be marked as the original and each copy sequentially marked with a copy number. One copy is to be secured but unbound to facilitate copying.

Three copies of any supporting documents such as brochures etc are also required.

2.8 TENDER REQUIREMENTS

The following documents together form the tender:

- a completed application form, including material requested in the application form; and
- any supplementary information in support of the tender as determined by the tenderer.

Tenderers should note that they must comply with the *NSW Government Code of Practice for Procurement 18 January 2005* (www.treasury.nsw.gov.au/procurement/procure-intro).

The ability of a tenderer to demonstrate compliance with the code is an essential condition.

Lodgement of a tender will itself be an acknowledgement and representation by the tenderer that it is aware of the requirements of the code, that the tenderer will comply with the code and that the tenderer agrees to provide periodic evidence of compliance with the code and access to all relevant information to demonstrate compliance for the duration of any contract that may be awarded.

If a tenderer has failed to comply with the code, this failure will be taken into account by DoCS when considering its tender or any subsequent tender and may result in this or any subsequent tender being passed over without prejudice to any other rights of action or remedies available to DoCS.

2.9 EXTENSION OF DEADLINE

The deadline set for lodgement of Tenders can be extended only by written notice from the Department published on the Tenders web site. Any such extension shall be at the sole discretion of DoCS.

2.10 PACKAGING AND IDENTIFICATION OF TENDERS

Tender documents must be enclosed in a sealed envelope or other sealed container endorsed with the Request for Tender Number and the deadline set for lodgement of Tenders. No reference to the identity of the Tender should appear on the envelope in which the Tender is enclosed.

2.11 LATE TENDERS

Any Tender lodged after the Tender Closing Time and date will be opened and registered separately as being received after the closing time and will be deemed a late Tender.

2.12 ADMISSIBILITY OF LATE TENDERS

Late Tenders and incomplete Tenders may be admitted for evaluation at the absolute discretion of the Department.

In deciding whether to admit a late Tender for evaluation, the Department may take into account any factors it considers relevant, including, without limitation:

- a) Whether the late Tender is likely to have had an opportunity to obtain some unfair advantage from late submission;
- b) How late the Tender is, the reasons given for lateness and evidence available;
- c) Whether there is any evidence that the Tender was mishandled by the Department, by the Tender or by an official postal service; and
- d) Any evidence of unfair practices.

2.13 DECLARATION BY TENDERER

Tenderers must complete and sign the Declaration by Tenderer (Refer Part 3: Application Form) and submit this with their Tender.

Where a consortium is submitting the Tender, the Declaration by Tenderer should be signed and submitted by the lead member of the consortium. This person must have the appropriate authority to respond on the consortium's behalf.

2.14 SUB-CONTRACTORS

Tenderers are requested to provide, in the Schedule of Sub-Contractors (Part 3: Application Form), details of any sub-contractors they intend to utilise for performing any elements of the requirement.

Where a Tenderer provides no details of sub-contractors in the Schedule of Sub-Contractors (Part 3: Application Form) the Tenderer will be presumed to not be intending to utilise any sub-contractors for performing any elements of the requirement.

2.15 SPECIFIED PERSONNEL

Tenders are requested to provide, in Specified Personnel (Part 3: Application Form), details of their key personnel who will be involved in the provision of the requirement.

2.16 AGREEMENT TO CONDITIONS OF TENDER

Unless otherwise stated, it will be presumed that the Tenderer agrees to the Conditions of Tender (Section 6 of this document) by submitting a Tender.

A Tenderer may at its sole discretion include a statement of non-compliance, partial compliance or conditional compliance relating to any of the Conditions of Tender (Refer Part 3: Application Form).

If a Tenderer does not include a statement of non-compliance, partial compliance or conditional compliance relating to any of the Conditions of Tender it will be presumed that the Tenderer agrees to those matters without amendment.

2.17 CONFLICT OF INTEREST

Tenderers must certify in the Conflict of Interest (Part 3: Application Form) that at the time of lodging their Tender no conflict of interest exists, or is likely to arise, which would affect the performance of their obligations if the Tenderer were to enter into a contract.

In the event of a conflict of interest being identified the Department may, at its absolute discretion, exclude the Tenderer from further consideration.

2.18 REQUIREMENTS FOR CONSORTIUM TENDERS

A Tender submitted by a consortium will only be considered if:

- a) A single point of contact for the consortium is specified;
- b) The Tender clearly specifies the details of all members of the consortium; and
- c) The Tender clearly specifies whether the consortium will be:
 - i. Consortium where a new legal entity is formed from consortium parties (Preferred approach).
 - ii. Consortium where parties remain separate legal entities (Preferred approach if option (a) is not chosen)
 - iii. Lead Agency Consortium where consortium partners remain separate legal entities, DOCS contracts with lead agency only. DOCS has no legal relationship with other parties, lead agency is responsible for ensuring that consortium members fulfil obligations. Consortium members continue to remain responsible for occupational health and safety and general issues of their employees.

Lead agencies must acknowledge that all liabilities will be with them. They will be required to:

- properly account for funds allocated to other bodies for the purposes of the consortium;
- have higher levels of accounting and financial management skills to fulfil the responsibilities that will fall to them; and
- ensure that all other legal liabilities such as those to clients and staff, are applied through their sub-contracting arrangements with the other members.

The lead member of any consortium should sign the Declaration by Tenderer (Refer Part 3: Application Form), and is also requested to provide the following for each of the other members of the consortium:

- Company name;
- Address; and
- ABN Number.

2.19 OWNERSHIP OF TENDERS

The intellectual property in the information contained in a Tender shall not pass to the Department simply by virtue of submission of that Tender. However, the Tenderer agrees that all copies of the Tender submitted to the Department become the property of the Department and that the Department may make further copies of, and use, the Tender for the purposes of evaluating the Tender and preparing a contract.

2.20 INSURANCE

Tenderers must provide a copy of a certificate of currency for each policy of insurance required under the Contract. They are:

- Public Liability
- Workers Compensation
- Professional Indemnity.

Tenderers may be required to provide full details of the extent of insurance cover. Tenderers who are unable to satisfy DoCS of their compliance with the insurance requirements may be set aside by DoCS from further evaluation without recourse to the Tenderer.

2.21 REFEREES

Where the Statement of Requirements requests for Tenderers to provide referees, this should be documented in the Referees Information (Refer Part 3: Application Form). This information must include contact details for at least the specified minimum number of clients, including names, telephone numbers and email addresses of appropriate contact persons.

Tenderers shall nominate a person for the purpose of answering enquires which may arise during examination of Tenders. The name, address and telephone number of that person should be included in Declaration by Tenderer (Refer Part 3: Application Form).

2.22 PERIOD OF TENDER

Tenderers submitted in response to this RFT remain valid for acceptance for a period of not less than four months after the Tender Closing Date. Tenderers may state any longer period for which their Tenders remain valid.

2.23 SUPPORTING MATERIAL

The Tenderer may provide such supporting material as the Tenderer considers appropriate. This material should be listed in your Application Form. Such material may be considered by the Department but may not be taken to form part of the Tender for evaluation purposes.

2.24 ALTERATIONS, ERASURES OR ILLEGIBILITY

Tenders that contain alterations or erasures, or in which prices or other information are not clearly and legibly stated, may, at the absolute discretion of the Department, be excluded from consideration. The Tenderer must initial any alteration made to a Tender.

3 REFEREE REQUIREMENTS

Where a proposal is received from one organisation to perform all the required tasks in the Statement of Requirements, two referees should be nominated.

Proposals from consortia should nominate two referees for the lead organisation and one referee for each member of the consortium.

4 CONDITIONS OF TENDER

4.1 COMPOSITION OF THE REQUEST FOR TENDER

This Request for Tender (RFT) comprises:

- a) The Statement of Requirements (Part 2: Project Specification);
- a) The Selection Criteria and process to be used in the assessment of Tenders (Part 2: Project Specification); and
- b) The Conditions of Tender (Part 1: Information for Tenderers i.e. this document) that will apply to the submission of any Tender, including any attachments, inclusions or annexure to the Tender, as well as to any other accompanying material.

4.2 LIMITATION OF LIABILITY

The NSW Department of Community Services (the 'Department') will not be liable or in any way responsible for:

- a) Any losses, costs, expenses, claims or damages resulting from the activities relating to the submission of a response to this Tender; or
- b) Any failure to inform a potential Tenderer of a change relating to this RFT or any other matter arising by the exercising its rights as stated below.

4.3 RESERVATION OF RIGHTS

The Department reserves the right to:

- a) Vary the process and timetable relating to this Tender process in its absolute discretion;
- b) Vary the terms of the RFT;
- c) Cease the RFT process;
- d) Seek additional information or clarification from Tenderers (including their sub-contractors or agents);
- e) Accept or reject any Tenders whether or not they are compliant;
- f) Cancel, add to or amend the information, requirement, terms, procedures or processes set out in this RFT; or
- g) Select and negotiate with one or more Tenderer.

4.4 NO GUARANTEE OF BUSINESS

The Department does not guarantee, warrant or otherwise represent that any business, revenue or other benefit or any minimum volume or value of business, revenue or other benefit will be earned or received by the successful Tenderer(s).

4.5 NO BINDING RELATIONSHIP

Neither the issue of this RFT by the Department or any response to it by any party commits, obligates or otherwise creates a legal relationship between the Department and that party.

4.6 TENDERERS TO INFORM THEMSELVES

Tenderers are considered to have:

- a) Examined this RFT, any documents referred to in it, and any other information made available in writing by the Department to Tenderers for the purpose of tendering (including updates that have been provided on the DoCS website regarding this tender);
- b) Examined all further information which is obtainable by the making of reasonable enquiries to the risks, contingencies and other circumstances having an effect on the Tender;
- c) Satisfied themselves as to the correctness and sufficiency of the Tender including Tendered prices;
- d) Tenderers should notify the Contact Officer in writing on or before the Closing Date and Time if they find any discrepancy, error or omission in this RFT; and
- e) A Tenderer must satisfy itself that the Tender, including the Tender Price is correct and that it is financially and practically viable for it to enter into a contract.

4.7 CONFIDENTIALITY OF TENDER RESPONSE

The Tenderer shall not make any public statements in relation to this RFT or any subsequent agreement arising from this RFT without the prior written permission of the Department.

The Department undertakes to keep confidential any Confidential Information provided to the Department by the Tender prior to the award of contract and, in respect of unsuccessful Tenders, after contract awarded.

By submitting a Tender, the Tenderer acknowledges and consents to the Department disclosing any information provided by the Tenderer, whether confidential or not, if:

- a) Disclosure is authorised or required by law;
- b) Disclosure is required to meet the Department's reporting or accountability requirements, including, without limitation;
 - To the Audit Office or any other auditor appointed by the Department;
 - In accordance with the Requirements for Departmental Annual Reports;
 - To the NSW Ombudsman; and
 - In accordance with the *Freedom of Information Act 1982*.
- c) The information is, or becomes, public knowledge, other than by breach of confidentiality or other unlawful means
- d) The disclosure is to the Department's consultants, advisers or agents and, if the information is confidential, those persons are under an obligation of confidentiality; or the disclosure:
 - Has been consented to by the Tenderer; or
 - Is reasonably necessary to enable the Department to exercise its rights; or
 - Is reasonably necessary to enable the Department to perform its obligations under this RFT or any resultant contract.

4.8 REQUESTS TO TREAT INFORMATION AS CONFIDENTIAL

To enable the Department to consider whether it agrees to keep specific information confidential, the Tenderer must identify at (Part 3: Application Form) any request(s) that information is to be treated as confidential following the award of a contract to it. The Tenderer is required to provide, in relation to each item so identified, reasons why it is necessary to keep the information confidential.

The Department will consider any request having regard to the matters covered by the *NSW Premiers Guidelines for the Engagement and Use of Consultants* version 4 July 2004, and will inform the Tenderer whether or not the Department, in its sole discretion, agrees to the request and the terms under which it agrees.

The terms of any agreement will form part of the contract to be awarded at the completion of the Tender process.

4.9 OWNERSHIP OF RFT

All documents comprising this RFT remain the property of the Department. This publication is copyright. Other than with the written permission of the Department, this RFT, or any part of it, may not be reproduced, stored in a retrieval system or transmitted in any form, by any method (including electronic), for any purpose, except as expressly permitted under relevant copyright legislation.

4.10 CONDITIONS ON WHICH INFORMATION PROVIDED

All information (whether written, oral or in any other form) which has been and may subsequently be made available to Tenderers in relation to this RFT is provided on the following conditions:

- a) In deciding whether to lodge a Tender, prospective Tenderers are not to rely on:
 - Any representation (whether oral or in writing) other than as expressed in this RFT (unless otherwise stated); or
 - Other representations from the Department, or any of its officers, employees, advisers or agents aside from the nominated Contact Officer.
- b) The contents of the RFT are believed to be accurate as at the date of the document. The statements, opinions, projections, forecasts or other information contained in the RFT may change.
- c) Where any such information relates to future matters, no steps have been taken to verify that the information is based upon reasonable grounds, and no representation or warranty, expressed or implied, is made by the Department, or any of its officers, employees, advisers or agents that the statements contained in this RFT will be achieved.
- d) This document is designed to reflect and summarise information concerning the Department's requirement only and is not a comprehensive description of it.
- e) Neither the delivery of the RFT nor any agreement made subsequent to this RFT shall imply that there has been no material change since the date of this document or since the date as at which any information contained in this RFT is stated to be applicable.
- f) Except as required by law and only to the extent so required, the Department, including its agents and advisers, shall not in any way be liable to any person or body for any loss, damage, cost or expense of any nature arising in any way out of or in connection with the statements, opinions, projections, forecasts or other representations, actual or implied, contained in or omitted from this RFT or by reason of any reliance thereon by any person or body.
- g) Tenderers should seek their own professional advice as appropriate and should not construe this RFT as investment, legal or tax advice.

4.11 ACCEPTANCE

Neither the lowest priced Tender, nor any Tender, will necessarily be accepted by the Department.

Selection of the successful Tender will be subject to negotiation and execution of a Contract with the Department in a form acceptable to the Department.

The Department may accept the whole or part of the Tender offer.

No Tenderer shall furnish any information, make any statement or issue any document or other written or printed material concerning the acceptance of any Tender in response to this RFT for publication in any of the media without the prior written approval of the Department.

Throughout the contract period, all reports are to be submitted in draft for Departmental comment/approval before being submitted in final. All reports must be written in plain

English, of a high standard, completed on time and to the satisfaction of the Project Manager of the Department and be suitable for public distribution.

Payments throughout the contract period will be linked to the receipt and Departmental acceptance of agreed deliverables within agreed timeframes.

4.12 STANDARD DOCS CONTRACT

The service will be administered under a standard DoCS contract which outlines the relevant contractual obligations of the successful tenderer and DoCS (see Part 4: Standard DoCS Contract). The scope of the services as described in the information for applicants, the project specification, the application form submitted including any attachments, and the subsequently negotiated service description or special conditions (if relevant), will form the basis of the Contract between DoCS and the successful tenderer.

4.13 DISCLOSURE OF INFORMATION

Tenderers will not disclose any information relating to this RFT process or the required services via any media or any other publication without the prior written consent of DoCS.

Under the Premier's Guidelines for Public Disclosure of Information arising from NSW Government Tenders and Contracts (Memorandum No. 2007-01, available at <http://www.dpc.nsw.gov.au>) it is now policy that certain details of all contracts valued over \$150,000 must be routinely published by the government agency (notice board or Internet), and details of contracts of lesser value be made available to any enquirers.

The following information is to be disclosed in relation to the successful Tenderer:

- Description of the works/services;
- Commencement date and period;
- Full identity of the Tenderer, including any cross-ownership;
- Price, including the basis of any price changes;
- Significant evaluation criteria used; and
- Any provisions for re-negotiation.

Information that is not to be disclosed is:

- The Tenderer's financing arrangements, cost structure or profit margins
- Intellectual property items; or
- Any other matters where disclosure would place the Tenderer at a substantial commercial disadvantage with its competitors.

Tenderers may mark certain parts of their Tender as "Commercial in Confidence", however this must be minimal and reasons given as to why information should not be disclosed by DoCS. Should there be any disagreement on this matter; the Chairperson of the State Contracts Control Board will be consulted.

4.14 EXCHANGE OF INFORMATION BETWEEN GOVERNMENT AGENCIES

- 4.14.1 Lodgement of a tender will itself be an authorisation by the tenderer to DoCS to make available, on request, to any NSW Government agency information, including but not limited to, information dealing with the tenderer's performance for any contract that may be awarded. Such information may be used by the recipient NSW Government agency for assessment of suitability for pre-qualification, selective tender lists, expressions of interest or the award of a contract or termination of contract.
- 4.14.2 The provision of the information by DoCS to any NSW Government agency is agreed by the tenderer to be a communication falling within Section 22(i) of the Defamation Act 1974 (NSW), and the tenderer shall have no claim against the DoCS and the State of New South Wales in respect of any matter arising out of the provision or receipt of such information, including any claim for loss to the tenderer arising out of the communication.
- 4.14.3 In the evaluation of tenders, DoCS may take into account any information about the tenderer that DoCS receives from any source.
- 4.14.4 During the course of the contract, the successful tenderer's performance will be monitored and assessed. Performance assessment reports, including substantial reports of unsatisfactory performance, can be taken into account by NSW Government agencies and may result in future opportunities for NSW Government work being restricted or lost.

4.15 PROHIBITED EMPLOYMENT DECLARATION

- 4.15.1 DoCS may require the Tenderer, its associates, or consortium members, subcontractors or agents to complete the Prohibited Employment Declaration under the provisions of the Child Protection [Prohibited Employment] Act 1998. Any persons falling within the category of prohibited persons will not be allowed to work on DoCS sites.

4.16 CRIMINAL RECORDS CHECKS

- 4.16.1 It is current policy of DoCS that potential service providers may be required to undergo criminal and related behaviour checks prior to engagement if such engagement could involve unsupervised access to children within a DoCS facility. The checks may be in relation to the Tenderer, its associates, or consortium members or subcontractors or agents and their officers or employees.
- 4.16.2 Tenderers acknowledge that if any of its officers, employees, subcontractors or agents or its associates, or consortium members and their officers or employees may, in the opinion of DoCS, have unsupervised access to children on the premises of DoCS or otherwise in the performance of the Contract, the Tenderer must presume that each applicable person consents to DoCS arranging for the applicable checks to be carried out.
- 4.16.3 These checks may require individuals to sign forms verifying information relating to that individual and/or provision of confidential information. The Tenderer is expected to provide, at its own cost, all reasonable assistance required by DoCS in undertaking and conducting the checks.
- 4.16.4 Any information gained from criminal record checks will be treated in accordance with applicable laws and policies, as documented by DoCS and the NSW Government.

4.17 OCCUPATIONAL HEALTH AND SAFETY

All regulations and Standards relating to Occupational Health and Safety and Workcover Codes of Practice must be complied with and the successful Tenderer will be expected to work cooperatively with DoCS in fulfilling its obligations.

4.18 ENVIRONMENTAL MANAGEMENT AND WASTE MINIMISATION

DoCS requires the successful Tenderer to take all steps necessary to ensure the Services undertaken in no way impact on the surrounding environment and to minimise waste through better product design and the use of packaging made of recyclable, returnable and recycled material.

5 MATTERS CONCERNING EVALUATION AND ACCEPTANCE OF TENDERS

5.1 NOTIFICATION OF RECEIPT OF TENDER

All Tenders received by the Department will receive written communication within ten working days of the Tender Closing Date to acknowledge receipt.

5.2 ASSESSMENT PANEL

Tenders will be assessed by an assessment panel, constituted and chaired by DoCS, and including a minimum of three individuals who have relevant program, service delivery or tendering expertise.

5.3 INFORMATION TO BE CONSIDERED

The assessment panel determines the level of ability of the tenderers to provide the required services by assessing each tender against the assessment criteria outlined in the project specification.

The assessment panel will consider the information provided in the application form and any attachments. However, they may also wish to source additional information on the history and current quality of service provision and financial viability of the tenderer. This additional information may be sourced from:

- the tenderer;
- other sources nominated in the tender, for example referees; and/or
- records held by DoCS, company searches, and records held by other government departments that contract with a tenderer.

Any additional information drawn upon by the assessment panel will be fully substantiated and documented. Hearsay and unsubstantiated views about the ability of the organisation to deliver the services will not be considered by the assessment panel.

5.4 INTERVIEWS AND SEEKING CLARIFICATION

The assessment panel may choose to interview tenderers or seek clarification in writing of certain matters to obtain a better understanding of some aspects of the tender. Reasonable notice will be given in writing of any proposed interview or request for clarification.

Tenderers may be called upon at their own expense to be interviewed or provide a presentation of their proposal to the Tender Evaluation Panel. Referees may be contacted prior to any presentation.

Tenderers should also note that prior to finalisation of the Funding Agreement, the Department may enter into negotiation to finalise contract conditions.

Tenderers should also note that prior to finalisation of the Standard DoCS Contract the Department may enter into negotiation to finalise contract conditions

5.5 ASSESSMENT CRITERIA

DoCS must be satisfied that Tenderers have the experience, technical capacity, financial, management, quality system, and necessary infrastructure to meet the requirements of the Tender. Tenderers must ensure that they address the evaluation criteria contained within the Tender Specification when preparing their Tender offer.

The evaluation criteria are specified in price and non price terms. The weighting between price and non price is in the ratio 40:60. The non price criteria are not in any particular order and are not necessarily of equal weight.

Tenders must include sufficient information to ensure that all criteria are addressed.

The selection criteria are provided in the project specification and generally correspond with sections and questions in the application form. Failure to complete all questions in the application form may mean that the tender does not address all criteria and is therefore considered ineligible by the panel.

5.6 VALUE FOR MONEY

Tenders will be assessed on the basis of value for money consistent with NSW Government purchasing policies. In determining value for money the Department will consider the degree to which the Tenderer meets the Project Specification (Part 2), the evaluation criteria set out below and compliance with the Conditions of Tender. The Department may also consider any additional information included in or with the Tender. The determination of value for money may also involve an assessment of the risk to the Department of engaging the successful Tenderer. It also includes assessing both the quality and cost effectiveness of the proposal. Value for money does not automatically mean the lowest price.

5.7 RECOMMENDATION, APPROVAL AND NOTIFICATION

The panel will recommend the eligibility of successful tenderers based on the assessment process. The recommendations of the assessment panel will be given for consideration to the Minister, or the delegated officer before final outcomes are confirmed. It is the decision of the Minister or the delegated officer only as to whether or not the determinations of the assessment panel are accepted.

Once the determinations of the panel have been approved the successful and unsuccessful tenderers will be advised in writing.

5.8 FEEDBACK ON TENDERS

Unsuccessful tenderers may request feedback on the quality of their tenders. Requests for feedback should be in writing to:

A/Director, Strategy and Planning
Communities Division
DoCS
Locked Bag 4028
ASHFIELD NSW 2131

5.9 ACCESS TO SUB-CONTRACTORS

The Department may, in its absolute discretion, deal directly with sub-contractors or agents nominated by the Tenderer in its Tender for the purpose of evaluating the Tender.

5.10 SECURITY, PROBITY AND FINANCIAL CHECKS

The Department may perform security, probity or financial checks in relation to the Tender, its partners, associates, or related entities including consortium members and their officers or employees. These checks may entail police checks, requiring individuals to sign forms verifying information relating to that individual and/or provision of confidential information.

The Tenderer is expected to provide, at its own cost, all reasonable assistance required by the Department in undertaking and conducting the checks. The Department reserves the right to request financial statements and other information relevant to determining the financial viability of the Tender and any nominated sub-contractor.

The successful Tenderer's personnel (including sub-contractors and sub-contractor personnel) will be required to undergo a prohibited employment check and may be required to have a security check to obtain the relevant security clearance for entry to the Department's premises and any other Government locations.

5.11 CORRUPT OR UNETHICAL CONDUCT

If a Tenderer, or any of its officers, employees, agents or sub-contractors is found to have:

- a) offered any inducement or reward to any public servant or employee, agent or sub-contractor of the Department, or the NSW Government in connection with this RFT or the submitted Tender;
- b) engaged in corrupt conduct within the meaning of *the Independent Commission Against Corruption Act 1988*; or
- c) a record (including through an agency report) of unethical behaviour,

this may result in the Tenderer not receiving further consideration.

5.12 TENDER PRICES AND PRICE BASIS

Tender prices are to include all costs of complying with the terms and conditions of this RFT, whether applying to the Tender process or to the performance of any Contract.

Tender prices must not vary according to the mode of payment (note this will be determined following negotiation with the successful Tenderer). All prices are to be quoted in Australian Dollars.

DoCS reserve the right to enter into negotiations, on price or any other matter, with any Tenderer during the Tender evaluation process.

Tenders must pay all applicable overseas and Australian (Federal, State and Local Government) taxes and charges including any goods and services tax, consumption tax or any other form of indirect tax applicable to the performance of any Contract (including any travel and accommodation), and should make provision for these in Tender prices.

The Department will not enter into a contract with an organisation that does not have an Australian Business Number and is not registered for GST.

Tenders from Tenderers that do not have an ABN and/or are not registered for GST, such as Tenderers commencing business in Australia, may be considered at the Department's discretion if the Tenderer demonstrates that it will obtain an ABN and GST registration before entering into a Contract with DoCS. Such Tenderers must state how and when they intend to obtain an ABN and register for GST in their Tender.

5.13 GOODS AND SERVICES TAX (GST)

Tenderers should be aware that GST is applicable to all services which are taxable supplies within the meaning of A New Tax System (Goods and Services Tax) Act 1999 ("the GST Act").

Tenderers must provide details of any services which are taxable supplies within the meaning of the GST Act. Where GST is applicable to services which are taxable supplies, Tenderers must separately identify the amount of GST payable on those services.



NSW Department of
Community Services

REQUEST FOR TENDER

RFT Id: CD 09/01

EVALUATION OF THE ROLL OUT OF TRIPLE P (POSITIVE PARENTING PROGRAM) THROUGH FAMILIES NSW

PART 2: PROJECT SPECIFICATION

**CLOSE OF TENDER: 9.30 am (AEDT) TUESDAY
24 FEBRUARY 2009**

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1 INTRODUCTION

1.1 FAMILIES NSW

Families NSW is the NSW Government's whole of government prevention and early intervention strategy for families expecting a baby or with children aged 0 to 8 years. The strategy is underpinned by a strong body of evidence demonstrating the importance of the early years in a child's development and the long term effectiveness of supporting parents and children during these years. Families NSW recognises that all families need support and assistance and that some need additional support because of their circumstances. A results logic diagram has been developed for Families NSW and is included at Appendix A.

Families NSW is jointly delivered by five Government agencies – NSW Health, the Department of Community Services, the Department of Education and Training, the Department's of Housing, Ageing, Disability and Home Care – in partnership with parents, community organisations and local government. This partnership is essential to the success of Families NSW.

The Communities Division within the Department of Community Services (DoCS) provides strategic coordination and leadership of the Families NSW strategy, as well as a range of other population based programs and whole-of-government strategies to strengthen families, improve outcomes for children and young people, reduce the number of women experiencing violence, and build community capacity. Our partners guide these strategies and programs at both a strategic decision making and local delivery level.

There are 16 Families NSW planning areas across the state responsible for local planning and decision making regarding Families NSW activities, including the roll out of Triple P. These areas fit within the broader regional structures of Families NSW partner agencies. A list of Families NSW planning areas is included in Appendix B.

Triple P or the Positive Parenting Program is one of a range of initiatives being provided by Families NSW that is aimed at improving the health and well-being of families expecting a baby or with children aged up to 8 years. Other models include supported playgroups, universal home visiting, family workers, and schools as community centres, along with many innovative local models implemented since the inception of Families NSW in 1998.

Communities Division has been allocated \$5.2 million over four years to roll-out Triple P (Positive Parenting Program) as part of the broader Families NSW Strategy. The roll-out of Triple P is part of the NSW Government's 2007 election commitment to support NSW families. The aim of this initiative is to provide all parents with children aged 3-8 years to have the opportunity to access broad focused parenting information and support.

Funding has been allocated to evaluate the roll out as part of this initiative.

1.2 TRIPLE P (POSITIVE PARENTING PROGRAM)

Triple P (Positive Parenting Program) is an evidence based model of parent education and support, developed in Australia through the University of Queensland. Triple P is founded on more than 30 years of clinical research at the University of Queensland's Parenting and Family Support Centre.

Triple P is a behaviourally focussed approach based on observable child behaviour and environmental circumstances that maintain behaviour patterns. It uses social learning and cognitive-behavioural theory as its basis.

The Triple P-Positive Parenting Program® is a multilevel, parenting and family support strategy developed by Professor Matthew Sanders and colleagues at The University of Queensland in Brisbane, Australia. Triple P aims to prevent severe behavioural, emotional and developmental problems in children by enhancing the knowledge, skills, and confidence of parents. It incorporates five levels of intervention on a tiered continuum of increasing strength for parents of children from birth to age 16.

Triple P has five levels of intervention – from a broad universal approach to more intensive programs for parents experiencing significant difficulties, all of which use simple routines and small changes in order for parents to understand and respond to their child's behaviour.

More information about Triple P can be found on the Triple P website

(<http://www1.triplep.net/>).

Triple P is designed for use by a variety of health, education and welfare professionals. The Parenting and Family Support Centre at the University of Queensland, Australia, has developed a system of training and accreditation of professionals interested in delivering Triple P interventions. These professional training programs are skills based and involve training practitioners working in universal through to specialist services, in the theoretical and clinical skills required to implement effectively the various levels of intervention with families

Triple P International (TPI) has a licence to disseminate, use, publish, market, sell, and reproduce materials associated with Triple P and to conduct training relating to Triple P.

TPI has been contracted by DoCS to train almost 1200 health, welfare and education practitioners across NSW and to provide DoCS with Triple P resources for families and practitioners.

1.2.1 Program objectives of Triple P

As stated above, a results logic diagram has been developed for Families NSW and is attached at Appendix A. This diagram sets out a hierarchy of results that are expected to be achieved from the strategy. It is anticipated that the provision of Triple P contributes to these results.

In developing the framework for the NSW implementation, Triple P International provided the following long term objectives for the Program:

1. Reduce risk factors associated with poor developmental outcomes in children:
 - A reduction in the prevalence of early onset behavioural and emotional problems in children in the 3 to 8 year age range.
 - A decrease in parents' use of coercive, harmful or ineffective parenting practices.
 - A decrease in emotional distress experienced by parents including (parental stress, depression, anger).
 - A decrease in parenting conflict over raising children.
2. Increase in protective factors associated with favourable developmental outcomes in children:
 - An increase in parental confidence and efficacy.
 - An increase in the use of positive parenting practices.
 - An increase in parental participation in an evidence based parenting programs.
3. Build capacity of communities to support parents with parenting programs that work:

- An increase in the capacity and confidence of service providers in NSW working with families to deliver evidence based parenting interventions.
- Promotion of interagency collaboration and better referral pathways for children at risk of serious problems.

These are largely consistent with objectives for Triple P in other jurisdictions, and would be reasonable for NSW to assume in this implementation. The evaluation will focus on short to medium term outcomes of the program.

1.3 FAMILIES NSW ROLL OUT OF TRIPLE P

Families NSW is rolling out components of Triple P that have a population and prevention and early intervention focus. Components of Triple P that are being rolled out as part of this initiative are:

- Level 2 Seminar Series Triple P - a 3 seminar program that is provided to large groups of parents designed to introduce positive parenting principles and building blocks for raising confident and resilient children as part of providing early intervention / prevention services.
- Level 4 Group Triple P - a broad focus 8 week program for parents requiring more intensive training in positive parenting skills.
- Level 4 Self Directed Triple P - a 10 week self-help program for parents where detailed information is provided in a parenting workbook. The program may be augmented by weekly 15-30 minute telephone consultations.

These components will provide practitioners with the skills to provide Triple P to families through a combination of the seminar series, small groups or the self-directed program. Practitioners will be able to provide the program in formats that are most responsive to the needs of families in their local area.

As part of the roll out almost 1200 health, education and welfare practitioners working in Government and non-government agencies will be trained in Level 2 Selected Seminars and Level 4 Group Triple P by June 2011. Practitioners trained in level 4 Group are able to provide the self-directed program.

Training in these components consists of 4 training days and a follow up accreditation day 8-12 weeks after the initial training.

As of December 2008, almost 200 practitioners have been trained with a further 140 to be trained prior by the end of June 2009.

To participate in the program agencies must support their staff to:

- attend Triple P training and accreditation;
- provide Triple P to parents with children aged 3-8 years as part of their day to day role - initially 2 rounds of seminars and 2 rounds of groups per year¹ while the program is being fully implemented in that area;
- participate in peer support networks with other accredited practitioners; and
- participate in the state-wide evaluation of the program

¹ As the program is rolled out in each area and a large number of families with children aged 3-8 years attend the program it is anticipated that the number of programs that each practitioner will need to provide each year will reduce. Practitioners that work part time are required to provide 1 round of seminars and 1 round of groups per year.

Families NSW will provide accredited Triple P facilitators with Triple P parent resources and promotional materials to assist them to provide the program to families. Other costs associated with providing the programs to families will need to be met by each agency.

2 SCOPE AND SCALE OF THE EVALUATION

2.1 PURPOSE OF EVALUATION

The main purpose of the evaluation will be to assess whether the provision of Triple P assists parents to enhance their parenting skills and confidence in raising their children, improve their relationship with their child and prevent or minimise a range of problems including behavioural and emotional adjustment. The evaluation will also examine impacts on Families NSW as a strategy including take-up of an evidence based parenting intervention, increased interagency collaboration, and better service co-ordination and referrals.

2.2 OUTCOME OF THE EVALUATION

The anticipated outcome of the evaluation is to provide:

- analysis about how well Triple P (Positive Parenting Program) is achieving its intended results for children aged 3-8 years and their parents (including what components of Triple P are working and why and what is not working and why);
- analysis on the implementation process;
- analysis on the costs and benefits associated with Triple P; and
- options for maintaining the continued provision of Triple P through Families NSW.

2.3 SCOPE OF THE EVALUATION

The evaluation will have both a process and results focus and will comprise three components-

1. Process evaluation - the processes and procedures including the quality and efficiency of the roll out of Triple P;
2. Results evaluation - assess the impact of Triple P on the target group
3. Economic evaluation - analysis of the costs and benefits associated with the program including a cost benefit analysis and/or cost effectiveness analysis.

As the roll-out will take place in stages until June 2011, it is expected that there will be multiple stages/ phases within each of the components above.

The project should commence as soon as possible and the consultant's work is to be completed by June 2011.

2.3.1 Broad evaluation questions

It is proposed that the evaluation will provide Families NSW with information and recommendations on the following questions:

- Was Triple P implemented efficiently?
- What components of Triple P work and for whom?
- What are short and longer term impacts of Triple P for parents/ children?
- What were the population level impacts, if any?
- How has the Families NSW Strategy been improved by the roll-out of Triple-P with regard to inter-agency collaboration/ co-ordination and service networking?
- What challenges did Triple P pose for Families NSW, how were these resolved, and has Families NSW improved as a result?
- How effective has Families NSW been in implementing a universal / population based initiative? What are the lessons learnt for the implementation of future initiatives that have a universal focus?

- What were the benefits for providers/practitioners?
- What are the costs of Triple P and do the benefits outweigh the costs?

2.3.2 Specific evaluation questions

It is proposed that each of the components of the evaluation will provide Families NSW information and recommendations on the following questions:

1. Process evaluation

It is envisaged that the process component will include a broad analysis of the state wide roll out of Triple P and a more focussed examination of some specific target groups and geographic areas.

Program implementation

- How was program implemented?
- Was implementation consistent with the stated intentions/ objectives?
- How easy has it been to attract and retain trainers?
- Was program fidelity maintained? Are accredited practitioners able to maintain program quality/content over time?
- What was the reach of the program by target group and geographical location (did we get the right people and places)?
- Target groups- (target groups are yet to be determined, and may be from the following groups-
 - Parents from culturally and linguistically diverse backgrounds (program will be offered bilingually in Chinese, Vietnamese and Arabic)
 - Parents of children with a disability and
 - Parents education, employment status and age
- Parent enrolment/participation/ completion rates across the three components
- How was Triple P accessed by families? What engagement strategies were used to attract parents to the program and did these work?
- Was the program widely available enough for parents to access?
- What factors supported access to the program and what barriers prevented access?
- Who is missing out?

Providers/ Practitioners

- Profile of practitioners (for example, professional background agency)
- What supports were available to practitioners (eg peer and training networks) and what worked?
- Perceived benefits/ drawbacks including unintended outcomes for practitioners and their supporting organisation / agency
- Did implementing this evidence based model by practitioners result in changes to their practice?
- Was there a difference between take up, accreditation and use of the program between partner agencies and NGOs?
- What has changed for organisations/practitioners as a result of roll-out eg how has it affected co-ordination, services networking, “joined-up” services
 - Was information about the training communicated effectively to practitioners and to families?
 - Did implementation reach program benchmarks across areas
 - number of practitioners trained
 - number of practitioners accredited
 - number of delivery obligations met
 - number of Triple P implementation by Level (Level 2 Seminar Series, Level 4 Group, Level 4 Self Directed)

- Was there a difference in implementation of the components across planning areas/ rural/regional areas?
- What modifications were made along the way?
- What were the barriers/ obstacles to training/ accreditation and implementation?

Impacts on Families NSW Strategy

- How has Triple P added value to FNSW as a strategy?
- What has changed for Families NSW as a result of the Triple P roll-out?
- How effective has Families NSW been in implementing a universal / population based initiative? What are the lessons learnt for the implementation of future initiatives that have a universal focus?

2. Results evaluation

As outlined above in Section 1.2.1, the key objectives for examination in NSW will be derived from those identified by Triple P International, with a particular interest in the following areas

- What are short and longer term impacts of Triple P for parents/ children? (pre/post measures and up to 1 year after completion of program)
- What were the impacts/outcomes for nominated target groups? (for example, bilingual programs will be offered in Chinese, Vietnamese and Arabic)
- Was there-
 - An increase in use of and confidence in positive parenting behaviours?
 - A reduction in the prevalence of early onset behavioural and emotional problems in children in the 3 to 8 year age range (eg strengths and difficulties questionnaire) ?
 - A decrease in parents' use of coercive, harmful or ineffective parenting practices (eg items from Triple P parenting style scale)?
 - A decrease in emotional distress experienced by parents including (eg Triple P parental stress, depression, anger scale)?
 - A decrease in parenting conflict over raising children?

Additional areas to be covered-

- Did the program meet the needs of participants?
- Were there unintended impacts for participants?
- What were the population level impacts, if any?

3. Economic evaluation

The cost /benefit analysis may cover specific components (seminar, group, self-directed), specific planning area/s/ and specific target groups

Areas to be covered

- What are the costs of Triple P
- Do the benefits outweigh the costs?
- Who benefits most from Triple P? (eg by areas/target groups)
- What is the cost to organisations in providing the training? What are the additional costs associated with providing Triple P for families in rural and remote areas?

2.4 ADDING TO THE EVIDENCE BASE

Triple P is founded on more than 30 years of clinical research at the University of Queensland's Parenting and Family Support Centre as well as international research. The current evaluation aims to build on this significant evidence base.

It is intended that this evaluation will offer new information on the impacts of Triple P for families within NSW. Given the culturally and linguistically diverse population found within NSW, the program will be offered bilingually for three main language groups. The evaluation will be interested to examine any differential impacts for parents /children from these groups.

A unique aspect of this iteration of Triple P is its location within Families NSW, an established whole of government early intervention strategy that involves and relies on partnerships with a range of government agencies, community organisations and local government. The roll-out of Triple P will be examined for its impact on and of enhancement of the Families NSW Strategy through improved collaboration, co-ordination and service networking.

2.5 DATA COLLECTION

As part of pre-evaluation activities, data requirements will be identified for monitoring the implementation Triple P and for evaluation of each phase/component. New data collection systems will need to be established so that consistent data informs the evaluation. This will include profile data on providers/practitioners, parents/carers / target groups and how participants access the Triple P components. Some information gathering will need to be retrospective to ensure that all required data is captured.

Triple P differs from most service models operating under Families NSW in that it will be implemented in a diffuse way across the Families NSW network, rather than being the discrete responsibility of a lead partner agency at specific sites (such as DET- Schools as Community Centres). This has potential risks and benefits for delivery of each of the Triple P components and will be monitored as part of the evaluation.

2.6 ETHICAL CONSIDERATIONS

The activities for an evaluation should be consistent and comply with the latest iteration of the *National Statement on Ethical Conduct in Research Involving Humans*, published by the National Health and Medical Research Council (NHMRC) (www.nhmrc.gov.au).

Specific ethical considerations may also apply when evaluating or researching Indigenous families and children which should be consistent with the latest version of the *Guidelines for Ethical Conduct in Aboriginal and Torres Strait Islander Health Research*, also published by the NHMRC.

The *Australasian Evaluation Society* also provides some guidelines on ethical considerations in the conduct of evaluations.

3 KEY STAGES OF THE EVALUATION

The scope of services to be provided by the Consultant consists of five (5) discrete stages that address the expected outcomes of the evaluation as identified in Section 2: Scope and Scale of the Evaluation.

- Stage 1: Develop the Evaluation Project Plan
- Stage 2: Finalise an agreed Evaluation Methodology
- Stage 3: Conduct a literature review
- Stage 4: Conduct the Evaluation
- Stage 5: Report the Evaluation Results

Each stage of the evaluation will be undertaken in consultation with the Project Team and Evaluation Advisory Group.

Please note that information about the Project Team and Evaluation Advisory Group are outlined below in Section 5: Management.

3.1 STAGE ONE: DEVELOP THE EVALUATION PROJECT PLAN

1. Develop a written Evaluation Project Plan. Key components of the Project Plan will include:
 - key tasks of the evaluation;
 - timetable of deliverables for each of the process and economic evaluations, including reports on progress and on findings;
 - consultation strategy to allow input from key stakeholders;
 - agreed roles and responsibilities of the consultant/consortium; Project Team and Evaluation Advisory Group; and
 - agreed budget for each task.

3.2 STAGE TWO: FINALISE THE AGREED EVALUATION METHODOLOGY

The following activities will be completed by the successful Tenderer over the lifetime of the contract, along with any others mutually agreed in Stage One.

1. Finalise the evaluation questions (based on proposed questions outlined in Section 2.3);
2. Identify the data required to address the key evaluation questions;
3. Review existing data collection for the program and advise on timing and frequency of data collection;
4. Propose strategies to collect and record data from the relevant stakeholders (including surveys, validated assessment tools, etc);
5. Provide detailed methodologies for the process, results and economic components of the evaluation; and
6. Develop evaluation tools instruments and forms (these to be piloted as part of the development process).

3.3 STAGE THREE: UNDERTAKING A LITERATURE REVIEW

The following activities will be completed by the successful Tenderer over the lifetime of the contract, along with any others mutually agreed in Stage One:

1. Undertake a literature review on the Triple P trials and studies that have been undertaken in Australia and internationally over the past 10 years.
2. Analysis should focus on trials and studies that relate to:
 - population and/or universal roll out of Triple P; and/or
 - provision of Triple P by multiple agencies / partners.

3.4 STAGE FOUR: CONDUCT THE EVALUATION

The following activities will be completed by the successful Tenderer over the lifetime of the contract, along with any others mutually agreed in Stage One.

1. Implement the Evaluation Plan;
2. Implement agreed methodologies for 3 components of the evaluation; and

3. Collect and analyse data.

3.5 STAGE FIVE: REPORT THE EVALUATION RESULTS

The following activities will be completed by the successful Tenderer over the lifetime of the contract, along with any other reporting activities mutually agreed in Stage One:

1. Provide 6 monthly progress reports on the implementation of the evaluation project plan;
2. Provide interim reports on the results obtained at key milestones, as agreed in Stage One;
3. Provide draft evaluation report including recommendations;
4. Provide final evaluation report; and
5. Present findings of the evaluation to key stakeholders.

4 KEY DELIVERABLES

The successful consultant is required to meet the following key deliverables in the proposed timeframes outlined below. Once the consultant has been engaged a more detailed timetable will be developed and agreed upon as part of Stage One of the evaluation.

A proposed budget for each deliverable should be outlined as part of the tender application form (see Part 3: Application Form).

It is anticipated that the successful tenderer will commence the evaluation in April 2009. The project is due for completion by June 2011.

Key Deliverables - initial 3 months	Week for completion
1. Evaluation Project Plan	Week 4
2. List of evaluation questions	Week 6
3. Report detailing proposed methodology and data collection tools	Week 10
4. Literature review report	Week 10
5. Tools, instruments and forms required to conduct the evaluation finalised	Week 12

Ongoing deliverables (not including those specified in final evaluation plan)	Timeframe for completion
6. Interim results reports	4 weeks following completion of key milestones (to be outlined as part of the evaluation project plan)
7. Written and oral progress reports on implementation of the evaluation project plan	6 monthly

Final Deliverables	Timeframe for completion
8. Preliminary report	March 2011

9. Final report	June 2011
10. Presentation of evaluation results	June 2011

5 MANAGEMENT

5.1 STAKEHOLDERS

The roll out of Triple P by Families NSW is a Government election commitment, with funding specifically allocated to evaluate this initiative.

Key stakeholders in the evaluation include:

- Minister for Community Services
- Director General, Department of Community Services
- Families
- Triple P facilitators / practitioners
- Families NSW Senior Officers Group and partner agencies
- Communities Division central office and regional staff
- Agencies participating in the Families NSW roll out of Triple P
- Triple P International

5.2 GOVERNANCE ARRANGEMENTS FOR THE EVALUATION

The roll out of Triple P is being overseen by Communities Division, within DoCS. This initiative, including the evaluation, is a key project for Families NSW and is a standing agenda item on the Families NSW Senior Officer's Group. There are also a number of cross agency advisory and implementation groups to support the implementation of Triple P.

Project Team

The Principal Project Officer - Triple P, Child and Family Strategy, Communities Division, will be the officer responsible for liaising with the consultant in regard to this project. This officer reports to the Manager, Child, Youth and Family Strategy and/or the Director, Strategy & Planning, Communities Division.

Triple P Implementation Group

A cross agency Triple P Implementation Group has been established to oversee the operational aspects of the roll out of Triple P. This group is made up of Communities Division and Families NSW partner agency representatives.

Triple P Evaluation Advisory Group

An Evaluation Advisory Group made up of senior officers from DoCS and Families NSW partner agencies will oversee the evaluation of the Program. The Advisory Group will be more involved in the details of the evaluation, especially overseeing the development of the methodology and will be chaired by the Manager, Child and Family Strategy, Communities Division or Director, Strategy and Planning, Communities Division.

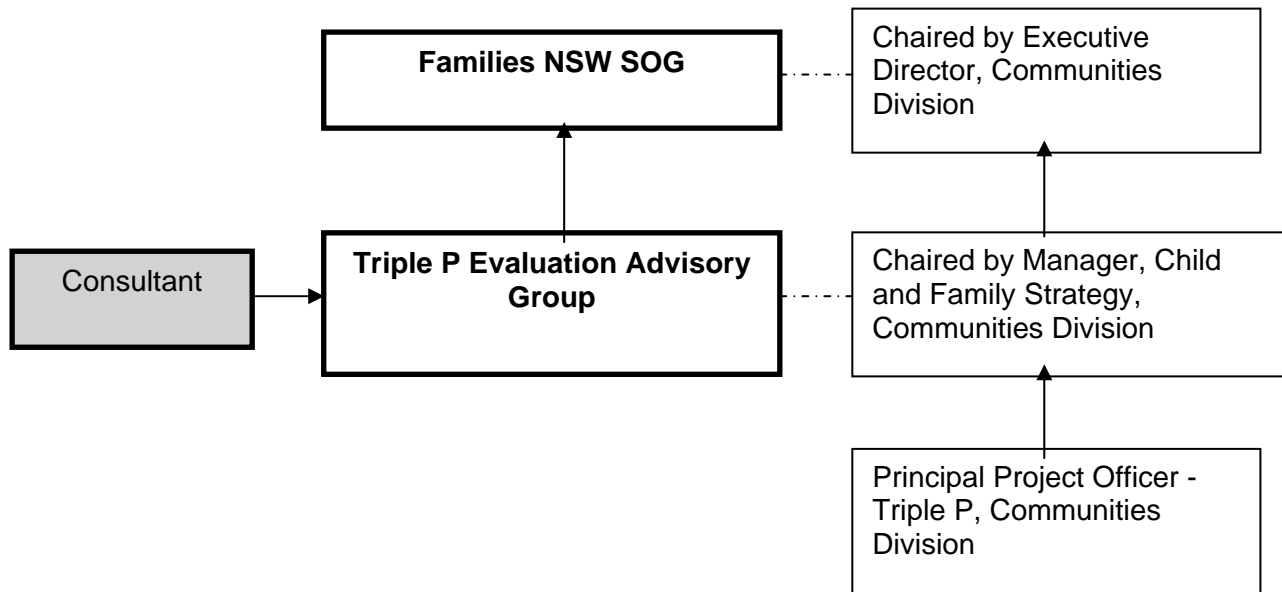
This group will meet bi-monthly where the consultant will provide updates and resolve any issues. Terms of reference for this group have been drafted and are included in Appendix C.

Membership to the Triple P Evaluation Advisory Group includes:

- Director, Strategy and Planning or Manager, Child and Family Strategy, Communities Division, DoCS – Chair
- Principal Project Officer - Triple P, Communities Division, DoCS – secretariat
- Representative from Economics Statistics and Research Branch, Service System Development Division, DoCS
- Two Members of the Triple P Implementation Group
- Two representatives nominated by Families NSW SOG (one of these representatives may also be representatives from the working group)

A subset of the Triple P Evaluation Advisory Group will also be used to select the consultant.

Reporting Lines



The Principal Project Officer - Triple P will be the main point of contact for the Tenderer during the evaluation, to assist the Tenderer with information held by DOCS, liaise between the Tenderer and the Advisory Group and co-ordinate the Tenderer's access to in-house skills.

The successful Tenderer is expected to provide its own administrative support for purposes such as arrangement and minuting of meetings, organisation of travel, and co-ordination and circulation of information within the group or consortium.

6 SELECTION CRITERIA

The Department is seeking to contract a Consultancy organisation that can demonstrate:

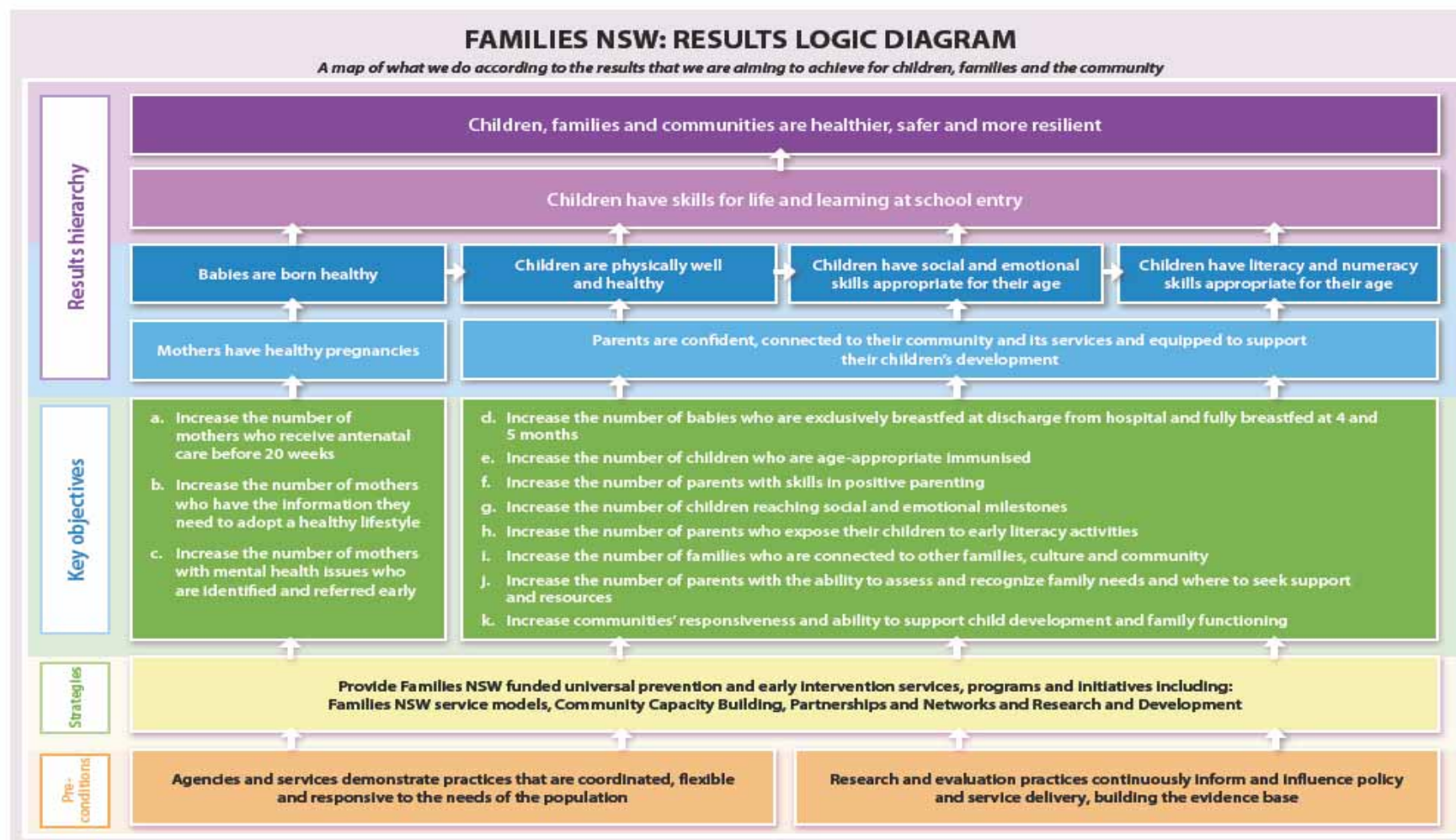
1. Extensive expertise and experience in the development and management of evaluation frameworks in Human Services settings.
2. Organisational capacity to manage large-scale, complex program evaluations over an extended period of time.
3. Capacity to manage the collection and analysis of qualitative and quantitative data.
4. Extensive expertise and experience to conduct evaluations of human services programs or within a human services environment involving a variety of service providers to a range of client types across NSW, specifically:
 - a) process evaluations; and

- b) results evaluation; and
 - c) economic evaluations using a cost benefit analysis and/or a cost effectiveness analysis.
5. Experience in conducting of evaluations with families and/or vulnerable populations, including a thorough understanding of the associated ethical issues.
 6. High level written and oral communication and interpersonal skills, including the ability to liaise with a wide range of stakeholders, such as advisory groups, Triple P facilitators and parents.

Applicants need to outline how they meet these criteria as part of the application process (Refer to Part 3: Application Form).

7 APPENDICES

7.1 APPENDIX A: FAMILIES NSW RESULTS LOGIC DIAGRAM



The Families NSW Results Logic Diagram should be read in conjunction with the narrative overleaf.
July 2008

Families NSW Results Logic Diagram

This narrative provides background information and an explanation of the statements set out in the Families NSW Results Logic Diagram.

What is a results logic diagram?

A results logic diagram is an analytical tool used to show the causal linkages between program components and intended results. A Results Logic Diagram includes a results hierarchy in which lower order results are preconditions for achieving higher order results.

What is the Families NSW Strategy?

Families NSW is a whole of government universal prevention and early intervention strategy for families expecting a baby or with children aged 0 to 8 years.

The strategy is underpinned by a strong body of evidence demonstrating the importance of the early years in a child's development and the long term effectiveness of supporting parents and children during these years. Families NSW recognises that all families need support and assistance and that some need additional support because of their circumstances.

Families NSW is also based on evidence that targeted efforts work best within universal programs. Research indicates that the most successful early years strategies provide services within a universal context.

Families NSW is jointly implemented by partner agencies NSW Health, the Departments of Education and Training, Community Services, Housing, Ageing, Disability and Home Care, together with local government and community organisations.

Families NSW acknowledges that no one agency can improve outcomes for children aged up to 8 years and their families. The implementation of prevention and early intervention initiatives requires cross agency collaboration that responds to local community needs.

Why develop a Results Logic Diagram for Families NSW?

The conceptual framework for Results Logic, which was developed subsequent to the inception of Families NSW, has been progressively introduced into NSW Government agencies over recent years. Ideally a Results Logic Diagram is developed before a program commences in order to clarify the context, logic and purposes of the program.

Since Families NSW began there have been a number of changes to the Strategy including the shift to results based planning, development of revised planning guidelines and changes in governance arrangements. As a result, it became apparent that the results and objectives of the Strategy needed to be articulated more clearly.

Purpose of a Results Logic Diagram for Families NSW

The Families NSW Results Logic Diagram will inform Families NSW planning and evaluation activities and provide a clear and consistent understanding of the Strategy's results and objectives more broadly. The Results Logic Diagram also includes the most meaningful elements or components of Families NSW such as responsibilities under the State Plan and Families NSW Headline Indicators.

Explanation of statements in the Families NSW Results Logic Diagram

Results

The Results Based Accountability (RBA) Framework developed by Mark Friedman defines results as conditions of well being for children, adults, families and communities.

Children, families and communities are healthier, safer and more resilient

This is the overarching higher order result sought from Families NSW.

Children have skills for life and learning at school entry

This result closely reflects the NSW State Plan priority F6 Increased proportion of children with skills for life and learning at school entry under the State Plan goal of Early Intervention to Tackle Disadvantage.

Assisting children in NSW to develop to their full potential is a key priority for the NSW State Plan. The State Plan outlines the benefits for increasing the proportion of children with skills for life and learning including:

- The individual benefits both socially and economically
- The nation benefits from increased skill and productivity in the future workforce
- The state benefits from decreased need for intervention by police, health services, child protection services and special education services
- The local community benefits from decreased juvenile and adult crime

Babies are born healthy

Babies that are born healthy have significantly better health outcomes in later life than babies born prematurely or with a low birth weight. Before birth, babies that haven't grown as expected have an increased risk of a range of poor health outcomes including poor mental health, general health and academic performance in both the short and long term.

There are a range of indicators found to be associated with the health and wellbeing of newborns included in the Families NSW Headline Indicators such as birth weight and prematurity.

Children are physically well and healthy

The foundations of adult health and wellbeing are laid in early childhood. Poor physical health in early childhood is known to affect health outcomes in later life. Slow growth and poor emotional support are associated with poor physical health and reduce physical, cognitive and emotional functioning in adulthood.

The Families NSW Headline Indicators include population level indicators for the health and wellbeing of children including breastfeeding, immunisation and maternal health and wellbeing.

Children have social and emotional skills appropriate for their age

Children with good emotional and social skills usually have good concentration, will often help other children out, are eager to try new experiences and play well with other children. Poorer emotional and social skills are associated with aggressive, anxious and often impulsive behaviour.

Children have literacy and numeracy skills appropriate for their age

Proficiency in reading, writing and mathematics is essential for day to day living, education opportunities and employment prospects. Education assists children in developing these skills so that they can participate fully and productively in society. Success in school is associated with success after school and not finishing school is associated with poorer outcomes into adulthood.

The Families NSW Headline Indicators include educational achievement as a population level indicator for basic literacy and numeracy skills.

Mothers have healthy pregnancies

Providing children with a good start in life means supporting mothers. Poor circumstances in pregnancy including smoking, maternal stress, misuse of drugs and alcohol and inadequate prenatal care are major risk factors for poorer outcomes for children and families both in the long and short term. The Headline Indicators include rate of risk factors (smoking) during pregnancy as a key indicator for maternal health and wellbeing.

Parents are confident, connected to their community and its services and equipped to support their children's development

The child's environment, largely provided by his or her parents, is vital in the maturation process. Failure of the child's environment to provide the necessary support and stimulation in the early years will most commonly be expressed in behaviour problems as the child develops. Confident parents are more able to promote their child's development and communication skills, manage their child's behaviour and emotions, and build good family relationships.

Key objectives

Objectives are what you think should happen in order for the results of the Strategy to be achieved. They are concrete statements that describe what a project is trying to achieve and need to be clear and concise, measurable, relevant and achievable.

The objectives listed in the Results Logic Diagram are the key objectives of the Families NSW Strategy and align with how the Strategy will ultimately achieve results for children, families and communities.

Strategies

A strategy is a statement of how you intend to achieve your objectives. It is how you plan to move to where you want to be. It provides a rationale for selecting the specific activities that will actually deliver your project. The process for developing a strategy is to work backwards from your project results and objectives to try to identify a route for achieving them.

To achieve its key objectives and ultimately results for all children, Families NSW funds and delivers a range of universal and targeted prevention and early intervention initiatives. Prevention and early intervention initiatives aim to influence children's, parents or family's behaviours in order to reduce the risk or ameliorate the affect of less than optimal social and physical environments.

1. Families NSW funded service models

- Universal Health Home Visiting
- Schools as Community Centres
- Supported playgroups
- Family workers
- Volunteer home visiting
- Safe Start
- Parenting Programs
- StEPS (Statewide Eyesight Preschooler Screening)

2. Community Capacity Building

Many Families NSW activities focus on community capacity building activities. Community capacity is the ability of a community to address problems or challenges from within its own resources and make informed decisions about issues which affect them. Community capacity building is based on engaging with communities to determine their own goals and priorities and where possible identify ways of achieving them. Community capacity building activities can include:

- Support for informal networks such as playgroups, community events for families.
- Provision of information and resources.
- Support for volunteer programs.
- Support in influencing the design and delivery of services.
- Support in identifying issues for families and getting people to work together.
- Running training sessions/workshops for workers or community groups etc.

3. Partnerships and networks

A number of Families NSW activities are focused on developing a better coordinated service network and a cooperative approach to planning. Providing children with a good start in life requires an integration of planning activities and services as well as interagency collaboration to provide the range of services needed to support families. This may include activities such as training to promote best practice models, child and family interagency and training and information sessions.

4. Research and Development

A key component of Families NSW activities involves building the evidence base for prevention and early intervention and supporting staff, non-government organisations, volunteers and community groups involved with Families NSW. This can include a range of activities such as research and evaluation, service development, conferences, training, workshops and professional development.

Preconditions

These are the necessary preconditions to the provision of universal prevention and early intervention initiatives.

The Families NSW Results Logic Diagram will be reviewed as part of the Families NSW Annual Evaluation Agenda.

7.2 APPENDIX B: FAMILIES NSW PLANNING AREAS

Families NSW planning areas:

1. Central Coast
2. Central West
3. Cumberland Prospect
4. Far North Coast
5. Hunter
6. Illawarra
7. Inner West
8. Mid North Coast
9. Nepean
10. New England
11. Northern Sydney
12. Orana Far West
13. Riverina Murray
14. South East NSW
15. South East Sydney
16. South West Sydney

7.3 APPENDIX C: TRIPLE P EVALUATION ADVISORY GROUP TERMS OF REFERENCE

1. Provide advice and guidance in the development of an evaluation plan for the roll out of Triple P by Families NSW.
2. Provide advice on methodology, issues relating to data collection and feedback on evaluation tools developed by the consultant.
3. Ensure evaluation approach is culturally sensitive and practical to implement
4. Help facilitate practitioners within own agency that are trained and accredited in Triple P to participate in evaluation.



NSW Department of
Community Services

REQUEST FOR TENDER

RFT Id: CD 09/01

EVALUATION OF THE ROLL OUT OF TRIPLE P (POSITIVE PARENTING PROGRAM) THROUGH FAMILIES NSW

PART 3: APPLICATION FORM

**CLOSE OF TENDER: 9.30 am (AEDT) TUESDAY 24
FEBRUARY 2009**

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1 INTRODUCTION

Name of Organisation:	Consortium: Yes / No
Status of Organisation: (e.g. Co-operative limited, Incorporated association, Company limited by guarantee, State Government, Local Government, Registered Housing Organisation, other specify)	ABN
Registered Business Address of Organisation: <div>Postcode:</div>	
Postal Address: <div>Postcode:</div>	
Name & Title of Contact Person: (should be available for 4 weeks following the closing date)	
Contact Telephone Number:	Contact Fax Number:
Contact Email Address:	

KEY STAFF

Name of Principal Officer:

Experience:

Qualifications:

Other people working on the project

Name:

Experience:

Qualifications:

Name:

Experience:

Qualifications:

Name:

Experience:

Qualifications:

INSURANCES

Provide details of the public liability, professional indemnity, workers compensation and any other relevant insurance policies that your organisation holds, including the amounts and the expiry dates of these policies.

Tenderers should note that the minimum public liability insurance required is \$10, 000, 000 per incident.

SUB-CONTRACTING

Are any services to be sub-contracted?

YES/NO

If YES, please give details of what is to be subcontracted, the dollar value of the work to be subcontracted and the name, address and background of the proposed sub-contractor(s).

Name of Principal Officer of Sub-contractor

Experience:

Qualifications:

Other people working on the project

Name:

Experience:

Qualifications:

Name:

Experience:

Qualifications:

Name:

Experience:

Qualifications:

CONSORTIUM DETAILS

Please fill in this page **only** if this tender is being submitted by a consortium of organisations. “Letters of Intent” or a “Memorandum of Understanding” signed by the proposed members showing their agreement to enter into a consortium arrangement must be attached to the tender.

a) Consortium where a new legal entity is formed from consortium parties (Preferred approach).

DOCS would contract with the new Consortium legal entity and contributing members fulfil the obligations of the Consortium as parties of the new legal entity.

b) Consortium where parties remain separate legal entities (Preferred approach if option (a) is not chosen)

DOCS may, at its discretion, elect to contract with each of the member organisations of the consortium. DOCS will enter into an agreement with each consortium member outlining in the Agreements what lead agency responsibilities are to be carried out by the lead agency.

c) Lead Agency Consortium

Consortium partners remain separate legal entities, DOCS contracts with lead agency only. DOCS has no legal relationship with other parties, lead agency is responsible for ensuring that consortium members fulfil obligations. Consortium members continue to remain responsible for occupational health and safety and general issues of their employees.

Lead agencies must acknowledge that all liabilities will be with them. They will be required to:

- I. properly account for funds allocated to other bodies for the purposes of the consortium;
- II. have higher levels of accounting and financial management skills to fulfil the responsibilities that will fall to them; and
- III. ensure that all other legal liabilities such as those to clients and staff, are applied through their sub-contracting arrangements with the other members.

Lead Agency Name:

New Consortium Name (if applicable):

Other Member Organisations:

Description of internal arrangements between member organisations

Considering the responsibilities outlined above, please describe below:

- how the consortium will be set up, including the nature of the legal relationship between parties, and
- how internal arrangements will be managed and overseen by the lead agency

2 CERTIFICATION

The Certification should be signed **AFTER** completing the Tender Application Form. The Certification is the organisation's validation of the information provided in the application. Individuals eligible to sign this Certification are:

- for State Government and Local Government agencies, the General Manager or Chief Executive Officer, and an appropriately delegated officer; or
- for community based organisations, two duly delegated officers; or
- for companies, two duly delegated officers; or
- for organisations not yet incorporated, two members delegated to sign.

We, the undersigned, certify that the information in this document is true and correct, and agree to the following undertakings on behalf of the organisation, should the application be successful:

1. The organisation agrees to comply with the Department's standard contract, and understands that the service specification, the application, any attachments and any subsequently developed schedules are all considered to be part of the contract for the delivery of the services.
2. The organisation will deliver the proposed services in accordance with the specification.

1.	Signature: _____	Date: _____
	Name: (please print) _____	
	Position/Title: (please print) _____	

2.	Signature: _____	Date: _____
	Name: (please print) _____	
	Position/Title: (please print) _____	

3 STATEMENT OF CONFORMANCE

This statement should be signed **AFTER** completing the Tender Application Form. The statement is the organisation's confirmation whether or not the tender complies with all of the requirements of the tender package. If an organisation's tender does not comply with the tender package, the areas of non-conformance are to be listed, together with an explanation for the non-conformance. Please note that, in the absence of any comment to the contrary in this statement, the signing of this statement will indicate the tenderer's willingness to sign the Standard Department Contract in the event that their tender is successful.

I hereby certify that the tender from _____ <insert name of tenderer>
Conforms / does not conform with (delete which ever is not applicable) the requirements of the tender package.*

Signature: _____	Date: _____
Name: (please print) _____	
Position/Title: (please print) _____	

* If the tender does not conform with requirements of the tender package, tenderers must list the areas of non-conformance in the table below:

Area of non-conformance	Explanation

4 REFEREES

Please provide details of two (2) referees who may be contacted by the Assessment Panel to provide confirmation of the claims made in the application in respect of the capacity of your organisation to deliver the proposed services. These referees should also be able to comment on the information that you give in Section 5: Selection Criteria outlined below as part of the Tender Application Form.

Where a proposal is received from a consortium, the consortia should nominate two referees for the lead organisation and one referee for each member of the consortium.

The Department will expect the referees to be able to comment on the organisation's ability to meet the assessment criteria. Tenderers should ensure that nominated referees are aware of the organisation's intent to submit a tender, and the nature of the services for which they are applying.

Referees should be available during the four weeks after the tender closing date, should the Assessment Panel wish to contact them.

Do not include an officer of DOCS as a referee. References will also not be accepted from individuals directly or recently connected with the organisation such as a member of staff, a member of a management committee or a director.

Referee 1:

Name:		
Position:		
Organisation:		
Telephone:		Facsimile:
Mobile:		
Email Address:		
Connection to the tenderer:		

Referee 2:

Name:		
Position:		
Organisation:		
Telephone:		Facsimile:
Mobile:		
Email Address:		
Connection to the tenderer:		

Please provide extra referee details if submitting a proposal as a consortium (as outlined above and in Section 3 of Part 1: Information for tenderers, it is required that the lead agency provides 2 referees and each member of the consortium provides 1 referee).

5 DETAILED PROPOSAL ADDRESSING THE SELECTION CRITERIA

The Department is seeking to contract a Consultancy organisation that can demonstrate:

1. Extensive expertise and experience in the development and management of evaluation frameworks in human services settings.

2. Organisational capacity to manage large-scale, complex program evaluations over an extended period of time.

3. Capacity to manage the collection and analysis of qualitative and quantitative data.

4. Extensive expertise and experience to conduct evaluations of human services programs or within a human services environment involving a variety of service providers to a range of client types across nsw, specifically:
 - a) Process evaluations; and
 - b) Results evaluation; and
 - c) Economic evaluations using a cost benefit analysis and/or a cost effectiveness analysis.

5. Experience in conducting of evaluations with families and/or vulnerable populations, including a thorough understanding of the associated ethical issues.

6. High level written and oral communication and interpersonal skills, including the ability to liaise with a wide range of stakeholders, such as advisory groups, Triple P facilitators and parents.

6 BUDGET

In their responses Consultants should clearly spell out the specific assumptions and allowances they have costed into their proposed fees for specific deliverables, including allowances for any disbursements and out of pocket expenses.

SCHEDULE OF FEES

SUMMARY SCHEDULE OF FEES				
STAGE		\$ (EX GST)	GST	TOTAL \$
STAGE ONE: Develop the evaluation project plan				
1.	Detailed Evaluation Project Plan			
STAGE 1 SUB-TOTAL				

STAGE TWO: Finalise the agreed evaluation methodology				
1.	List of final evaluation questions			
2.	Report detailing proposed methodology and data collection tools			
STAGE 2 SUB-TOTAL				

STAGE THREE: Undertake a literature review				
1.	Draft literature review report			
2.	Final literature review report			
STAGE 3 SUB-TOTAL				

STAGE FOUR: Conduct the evaluation				
1.	Tools, instruments and forms required to conduct the evaluation finalised			
2.	Testing of guidelines and associated tools.			
3.	Interim result report(s) provided at each key milestone			

4.	6 monthly written and oral progress reports on implementation of the evaluation project plan			
STAGE 4 SUB-TOTAL				

STAGE FIVE: Report the evaluation results				
1.	Preliminary report			
2.	Final report			
3.	Presentation of evaluation results			
STAGE 5 SUB-TOTAL				
TOTAL TENDERED COST, STAGES 1 - 5				

OUT OF POCKET EXPENSES				
1.	Travel and accommodation			
2.	Office overheads			
3.	Other			
OUT OF POCKET EXPENSES SUB-TOTAL				
TOTAL TENDERED COST				

SCHEDULE OF RATES

The Tenderer must detail the daily rates for key categories of project personnel in the schedule below. This schedule will be used for the purposes of assessing cost effectiveness, as well as managing and negotiating the agreed cost of deliverables based on upper limit estimates (if applicable), or agreed scope variations to the Contract.

SCHEDULE OF RATES			
RESOURCE TYPE	Daily Rate \$ EX GST)	GST	Daily Rate \$ TOTAL
Partner/Managing Director			
Director/Principal			
Senior Consultant			
Consultant/Trainer			
Administrative Support Officer			
Other (specify)			
Other (specify)			

RESOURCING PROFILE

The Tenderer must include a breakdown of the proposed resourcing profile which has been allowed for within their tender for each key stage and deliverable of the project. This breakdown should identify the level, type and number of resources which have been costed into the Tenderer's proposal, including how much time has been allocated for the proposed resources to complete the activities within the tendered amount.

This schedule will be used for the purposes of assessing cost effectiveness, as well as managing and negotiating the agreed cost of deliverables based on upper limit estimates.

Under the relevant Resource Type, include the total budgeted person days allowed to one decimal point (eg, 1.5 days) against each deliverable. Where more than one (1) resource is proposed, include the proposed number of resources (eg, 3 x for 15 days)

SUMMARY RESOURCING PROFILE					
STAGE		RESOURCE TYPE			
		Partner/ MD	Director/ Principal	Senior Consultant	Consultant
STAGE 1					
STAGE 1 SUB-TOTAL					
STAGE 2					
STAGE 2 SUB-TOTAL					
STAGE 3					
STAGE 3 SUB-TOTAL					

STAGE 4				
STAGE 4 SUB-TOTAL				
TOTALS, STAGES 1 - 4				



NSW Department of
Community Services

REQUEST FOR TENDER

RFT Id: CD 09/01

EVALUATION OF THE ROLL OUT OF TRIPLE P (POSITIVE PARENTING PROGRAM) THROUGH FAMILIES NSW

PART 4: STANDARD DoCS CONTRACT

**CLOSE OF TENDER: 9.30 am (AEDT) TUESDAY
24 FEBRUARY 2009**

AGREEMENT

BETWEEN

**Director-General
Department of Community Services**
(“the Principal”)

and

<<WP.CONSULT_NAME>>
(“the Contractor”)

THIS AGREEMENT is made day of 200

BETWEEN The Director-General, Department of Community Services,
("the Principal")

AND <<WP.CONCONSULT_NAME>>, ABN/ACN
<<WP.CONCONSULT_ABN>> of <<WP.CONCONSULT_ADDR>>
("the Contractor")

IT IS AGREED AS FOLLOWS:

1. DEFINITIONS

“Agreement” means this document including any and all Schedules and Annexures:

“Contractor” means the person or bodies party to this Agreement engaged to perform the Services and includes agents and authorised sub-contractors/sub-contractors (and their employees and agents) utilised by the Contractor;

“Contract Material” means all material whatsoever produced by or on behalf of either party for the purposes of this Agreement, including all reports, records, files, accounts, computerised data, semiconductors or circuit board layouts or any other form of material and without derogating from the generality of the foregoing includes receipts, technical information, data, charts, plans, schedules, calculations, tables, computer programs, computer disks, tapes, video recordings, cinematographic material and other means of recording data.

“Fee” means the fee as referred to in Clause 5:

“Intellectual Property” means all rights in copyright, patents, registered trademarks, registered designs, trade secrets and all other right of intellectual property as recognised by New South Wales and Australian law;

“Principal’s Materials” means any documentation, information or material supplied by the Principal in connection with this Agreement to the Contractor by whatever means;

“Program” means the timing arrangements, if any, specified in the Schedule.

“Principal’s Representative” means the person named in the Schedule or any other person substituted by the Principal to liaise with the Contractor;

“Proposal” means the Terms of Reference together with the Research Proposal submitted by the Contractor to perform the work required under the Terms of Reference. Copies of these documents are annexed to this Agreement. Where there is any inconsistency between these documents then this Agreement shall have priority.

“Records” includes the Contract Material and any other information, documents or data brought into existence by any means and stored by any means in connection with the performance of the Agreement;

“Services” means the Services described in the Schedule and to be performed pursuant to this Agreement;

“Schedule” means the Schedule annexed to this Agreement.

2. ENGAGEMENT

The Principal engages the Contractor to provide the Services in the manner set out in the Proposal.

3. CONTRACTORS OBLIGATIONS

3.1 Due Diligence

The Contractor must perform the Services in a diligent manner and with all necessary skill and care that could be expected in accordance with the provision of such Services and in accordance with all representations and warranties made by the Contractor whether as to the Contractor's experience and ability or otherwise expressly or impliedly made in its Proposal and/or this Agreement, or by law.

3.2 Knowledge of Requirements of the Principal

The Contractor must use all reasonable efforts to have informed itself and to remain informed of the requirements of the Principal in performing the Services under this Agreement and to this end must regularly consult with the Principal during the performance of the Services to the satisfaction of the Principal.

3.3 Contractor's Personnel

a) The Contractor represents and warrants that all personnel (if any) to be engaged in and about the performance of the Services are appropriately qualified, competent and experienced.

b) No personnel must be employed in the performance of the Services without their involvement being agreed in writing by the Principal, which agreement shall not be unreasonably withheld.

3.4 Program

The Contractor must adhere to the Program.

3.5 Timely Provision of Services

In the event no Program is specified the Contractor, or the Program is silent about the performance of particular Services then the Contractor must perform the Services expeditiously to the satisfaction of the Principal.

3.6 Delay

a) As soon as practicable after becoming aware of any matter which is or might change the timing of delivery of the Services or the Program, the Contractor must notify the Principal in writing detailing the circumstances and extent or likely extent of the change or delay or change in the Program.

b) In the event the delivery of the Services or the Program is delayed the Principal reserves its rights under clause 12.

3.7 Principal's Materials and Contract Materials

a) The Contractor accepts all responsibility for the secure guardianship of all Principal's materials and all Contract Materials. The minimum acceptable level of security is specified in the Schedule to this Agreement.

b) Upon completion of this Agreement or in the event of termination, the Contractor must as soon as practicable return to the Principal any of the Principal's Materials it has in its possession.

c) The Contractor must not make any substantial alteration to the Principal's Materials, except as required by professional standards, such as working papers, without the written consent of the Principal.

3.8 Cooperation by the Contractor

The Contractor must consult, cooperate and confer with others as directed by the Principal provided the direction is within the general scope of the Services.

3.9 Approvals

The Contractor must obtain all necessary approvals, licences and permits which may be required for the provision of the Services.

3.10 Confidentiality

a) The Contractor must not, without the prior written consent of the Principal, disclose any information in connection with the Services or this Agreement to any person not a party to this Agreement other than:

- as necessary to perform the Services, or
- with respect to any matter already within public knowledge, or
- as may be required by law, or
- with the consent of the Principal (which consent may be withheld for any reason or without any reason being given)

and it is agreed that this provision does not merge on completion.

b) The Contractor must not use any information gained in performing the Services in a way that identifies in any publication, individuals or classes of individuals with whom the Principal has provided services.

c) Information is not regarded as confidential if it:

- i. is already in the public domain (otherwise than by any breach of confidentiality);
- ii. becomes available to the public by any means other than breach of this Agreement by a party
- iii. was received by a party from an independent third party who was free to disclose the information.

d) The Contractor agrees that information that the Contractor receives in performing the Services is information received in the course of administering the *Children and Young Persons (Care and Protection) Act 1998*. Disclosure of information contrary to this Agreement may therefore be an offence under section 254 of that Act.

e) The Contractor agrees that it will comply with the *Privacy and Personal Information Protection Act 1998* as if the Contractor was a public sector agency as defined by that Act.

3.11 Additional Services / Costs

a) The Principal will only reimburse the Contractor any reasonable costs, expenses, fees or charges incurred by the Contractor in this Agreement where the Contractor has obtained the Principal's prior written approval to incur such costs, expenses, fees or charges.

b) The Principal need not give any reason for withholding approval pursuant to clause 3.11 (a) and, in any event, may withhold approval for any reason whatsoever.

3.12 Sub-contracting

a) The Contractor must not assign or subcontract any part of the Services without the prior written consent of the Principal which consent can be withheld for any reason and without providing any reasons for doing so.

b) Any consent given by the Principal in accordance with this clause does not relieve the Contractor from its obligations under this Agreement.

c) The Contractor acknowledges that in the provision of Services under this Agreement, neither the Contractor nor any of the Contractor's employees and/or agents (if any) are employees or agents of the Principal.

d) The Contractor its employees and/or agents (if any) shall not represent that they or the Contractor are employees or agents of the Principal.

3.13 Statutory Requirements

The Contractor must ensure that all work done in connection with the Services complies with all applicable legislation, regulations, codes of conduct and all relevant Australian standards applicable to the Services.

3.14 Conflict of Interest

- a) The Contractor represents and warrants that no conflict of interest exists in the performance of the Services at the date of this Agreement.
- b) Immediately upon becoming aware of the existence, or possibility of a conflict of interest the Contractor must advise the Principal in writing and on receipt of such advice the Principal reserves its rights under clause 12.
- c) Neither the Contractor nor any employee or agent (if any) should attain an interest in any contract, property or other thing, which may be considered to give rise to a conflict of interest in the performance of this agreement.

3.15 Access to Contractor

The Contractor must upon reasonable notice from the Principal provide access to the Contractor in order for the Principal to inspect discuss or assess the provision of the Services.

3.16 Reporting obligations of Contractor

If the Contractor either becomes aware or forms a reasonable suspicion a child or young person is being harmed or is at risk of harm, the Contractor must inform the DoCS Helpline 132 111 of such belief or suspicion, including all details available to the contractor, without delay. The Contractor must inform the Helpline of the child or young person's involvement in the Services, if applicable.

3.17 Notifying allegations of abuse by personnel

Where the Contractor becomes aware of an allegation that a person engaged by the Contractor in the Services may have abused, neglected or placed a child or young person at risk of harm then the Contractor is to immediately contact the Information Exchange Unit of the Principal and supply such information to that Unit as will permit the supply of information to the Ombudsman and the Commission for Children and Young People as appropriate.

3.18 Format of Documentation

Where the Contractor is to supply documentation to the Principal then the format of that documentation shall be as set out in the Schedule.

4. PRINCIPAL'S OBLIGATIONS

4.1 Provide Information

The Principal will as soon as practicable, or as required by this Agreement:

- a) make available to the Contractor all relevant project leaders and facilitators as well as any instructions, information, documentation or data or any other material as required for the performance of the Service and specified in the Schedule; and
- b) provide assistance to the Contractor as reasonably required so that the Contractor may competently perform its duties under this Agreement.

4.2 Principal's Representative

The person named in the Schedule, or any other person the Principal nominates in writing, will act as the Principal's representative in connection with this Agreement.

5. FEES

5.1 Payment of Fees

The Principal will pay the Contractor Fees in accordance with Schedule Item 7, subject to the conditions of this Agreement, including Clause 6.

5.2 Set-off

The Principal may deduct from amounts otherwise payable to the Contractor any amount due from the Contractor to the Principal in connection with the provision of the Services.

5.3 Payment no Acceptance or Waiver

Payment, in part or in total, of the Fees in accordance with this Agreement does not constitute acceptance by the Principal of the Services and does not amount to a waiver of any rights either under this Agreement or at law which the Principal may otherwise have at any time against the Contractor.

5.4 Payment of Fees

- a) At the time specified in the Schedule, the Contractor must lodge with the Principal a tax invoice for the Services performed, inclusive of GST, (and for approved reimbursable expenses, if any, incurred) during that period.
- b) The Principal will make a payment within the time specified in the Schedule, unless the Principal has, upon receiving an invoice, requested information regarding the invoice, whereupon the time for payment will be

extended by the time between the date of the Principal's request for information and the date it is supplied.

c) If no time is specified under this Agreement, "28 days" is deemed to be the time specified.

d) Fees will be paid having regard to the contract value of the Services performed to the time of the payment claim less:

- i) amounts already paid, and
- ii) amounts the Principal is entitled to set off.

e) The claim will identify the Contractor's ABN and will separately identify the amount included in the claim as Goods and Services Tax.

6. GST

6.1 GST

To the extent that the contractor is liable to pay GST in connection with Services supplied under this Agreement, the fees specified in this Agreement are inclusive of GST.

6.2 Australian Business Number

The Contractor will forward their Australian Business Number (ABN) to the Principal at the commencement of the Agreement. Where no ABN is supplied, the Principal will withhold from any payments an amount of 48.5% in accordance with GST legislation unless appropriate documentation is provided.

6.3 Tax Invoices

For the purpose of payments under this Agreement, the Contractor will provide invoices to the principal in the form of a GST Tax Invoice as prescribed in GST legislation.

6.4 Registration

The Contractor warrants and undertakes that at any time any supply on which GST is imposed is made by it to the Principal under this Agreement it is or will be registered under the GST legislation. If the Principal requests written evidence of registration, the Contractor will promptly produce evidence satisfactory to the Principal.

7. VARIATIONS

7.1 Request

- a) The Principal may request in writing the Contractor to vary the Services, provided the variation is within the general scope of the Services.
- b) Upon agreement to vary, the Contractor must respond to a written request under Clause 7.1 (a) within a reasonable time and subsequently provide a quotation in accordance with Clause 7.2 (a).

7.2 Consequences of Variation or Proposed Variation

- a) Before approving a variation requested under Clause 7.1 (a), the Principal must have been provided by the Contractor with a written quotation of the time, cost and timing of the proposed variation.
- b) Within fourteen (14) days of receipt of a quotation under Clause 7.2 (a), the Principal, if it wishes the variation to proceed as detailed in the quotation, must approve the variation in writing to the Contractor.

7.3 Variation Fees

Fees for varied Services shall be in accordance with the quotation supplied by the Contractor under Clause 7.2 (a) or as otherwise agreed in writing between the parties.

8. COPYRIGHT AND INTELLECTUAL PROPERTY

8.1 Ownership

- a) The property and copyright in all Contract Material shall vest jointly in the Principal and the Contractor.
- b) In any publication by either party to this agreement, authorship of the research results in any form shall be duly acknowledged, including the identity of any researchers employed by the Contractor who were involved in the development of the project intellectual property (Contract Material). In the event that either the Principal or the Contractor publish the material for commercial purposes, the net proceeds of such publication shall be shared equally between them.
- c) In any use of the Contract Material, the Contractor should fairly represent that material, acknowledge the source of funds for the commission and include a statement indicating that any views expressed by the Contractor represent the views of the Contractor and that those views are not necessarily shared by the Principal.
- d) The Contractor shall seek prior written approval of the Principal to publish any of the Contract Material, such approval not being unreasonably

withheld by the Principal. In seeking such approval the Contractor shall give the Principal notice of intention to publish of one calendar month. If the Principal has raised no objections within that time, the permission has been granted.)

8.2 Delivery of Contract Material

- a) Subject always to the provisions of the Proposal, on or as soon as practicable after, the expiration or earlier termination of this Agreement, the Contractor must deliver to the Principal all Contract Material.
- b) Subject to Clause 3.10, Clause 8.2 (a) does not prevent the Contractor from keeping a bona fide copy of any Contract Material for its records.

8.3 Limitations on Use of Contract Material

The Contractor must ensure the Contract Material is used, copied, supplied or reproduced only for the purposes of this Agreement unless it has obtained the prior written approval of the Principal to do otherwise. Whilst the Principal will not unreasonably withhold approval, it may attach any terms and conditions it considers appropriate.

9. INDEMNITY

The Contractor indemnifies and holds harmless the Principal in relation to any claim, suit or action brought by any person against the Principal, or loss or damage suffered by the Principal, where that claim, suit, action, loss or damage arose out of the negligent acts, omissions or default of the Contractor or its staff in connection with the performance of the Contract.

10. INSURANCE

10.1 Professional Indemnity Insurance

The Contractor must hold or obtain and maintain professional liability and indemnity insurance coverage with an insurer and in terms approved by the Principal (which approval will not be unreasonably withheld) for a period from the commencement of the provision of the Services until the expiration of the period nominated in the Schedule.

10.2 Worker's Compensation

The Contractor must ensure that a suitable insurance policy is effected prior to commencing performance of the Services and remains current for the duration of this Agreement, in accordance with any relevant legislation applicable during the provision of the Services.

10.3 Public Liability

- a) The Contractor must hold or obtain a policy insurance with an insurer and, in terms approved by, the Principal (which approval will not be unreasonably withheld) prior to commencing the performance of the Services and must maintain that policy for the duration of this Agreement.
- b) The policy must be:
 - i) in the name of the Contractor, its sub-contractors, and with the interest of the Principal noted on the policy
 - ii) for an amount not less than that stated in the Schedule in respect of any single occurrence.

10.4 Insurance

The Contractor must upon written request provide the Principal with proof of all insurance required to be maintained by the Contractor under this Agreement. The Principal shall not make more than one such request in any calendar year.

11. KEEPING OF RECORDS

11.1 Records

The Contractor must keep accounts, in accordance with Australian accounting standards, proper records (including information stored by computer and other devices) in accordance with relevant accounting principles generally applied in relevant commercial practice in respect of its charges and/or billing, and reimbursements payable pursuant to this Agreement.

11.2 Access

The Contractor must, within a reasonable time of any request, give the Principal access to, or verified copies of, any information which may be reasonably required to enable any claim to be substantiated and verified.

12. TERMINATION

12.1 Termination by the Principal other than for Default by the Contractor

- a) The Principal may, without providing any reasons, terminate the whole or any part of the performance of the service at any time, by written notice addressed to the Contractor. The termination shall not expose the Principal to any claim for damages or lost profits by reason of that termination.
- b) The Contractor must, within 21 days after receipt of a notice under Clause 12.1 (a), cease work on the terminated Services.

As soon as practicable after ceasing work under this clause, the Contractor must lodge with the Principal a statement of the fee (and any approved reimbursable expenses) claimed by the Contractor to be payable for Services performed to the earlier of:

- (i) the date of cessation of the terminated Services; and
- (ii) the date by which the Contractor was required to cease work on those Services.

The statement must be accompanied by supporting records as required by the Principal.

- c) A termination under this provision is not a dispute for the purposes of clause 13.

12.2 Termination by the Principal for Default by the Contractor

If the Contractor:

- a) becomes bankrupt, or insolvent, or enters into a scheme or arrangements with its creditors
- b) fails to carry out the Services with due diligence and competence
- c) without reasonable cause suspends the carrying out of the Services,
- d) commits a substantial breach of this Agreement, or
- e) breaches Clause 3 generally or of any of its subclauses and Clauses 9, 10 & 11

the Principal may:

- in the case of the default specified in Clause 12.2 (a), forthwith terminate this Agreement by written notice addressed to the Contractor, or
- for any default, serve a written notice on the Contractor specifying the relevant default and if the Contractor fails to remedy the default to the satisfaction of the Principal within 14 days from the date of service of the notice terminate the Agreement by written notice with such term to be effective from the date specified in the notice.

12.3 Termination by the Contractor

If the Principal:

- a) fails to pay the Contractor in accordance with this Agreement, or
- b) commits a substantial breach of this Agreement,

the Contractor may:

serve a written notice on the Principal specifying the relevant default and if the Principal has failed to remedy the default to the satisfaction of the Contractor within 14 days from the date of service of the notice terminate the Agreement by written notice of termination with such termination be effected on the date specified in the notice of termination. The date specified in the notice shall be at least 14 days after the date of the notice of termination.

12.4 Contractor's Continuing Liability

Termination by the Principal will not release the Contractor from liability in respect of any breach of, nor non-performance of any obligation pursuant to, this agreement.

12.5 Termination Without Prejudice

Subject to Clause 12.1 (a), termination of this Agreement by either party is without prejudice to any accrued rights or remedies of each party.

12.6 Adjustment of the Fee on Termination

a) Upon termination of the Services pursuant to Clause 12.1, the Principal will pay Fees agreed to by the Principal and rendered in accordance with Clause 12.1 (b) and further amount calculated at 15% of the fee remaining unpaid at the date of termination, as adjusted by any additions or deductions in accordance with this Agreement in full and final satisfaction of any claim the Contractor has or may have.

b) Upon termination of this Agreement pursuant to Clause 12.2, the Principal will pay the Contractor for the Services performed by the Contractor as at the date of termination, taking into account any adjustments and deductions for loss or damage suffered, or reasonably likely to be suffered by the Principal as a consequence of breach by the Contractor the Principal may recover any shortfall from the Contractor as a debt due and payable.

c) Upon termination of this Agreement pursuant to Clause 12.3, the Principal will pay the Contractor for the Services performed by the Contractor as at the date of termination together with the amount calculated at 15% of the fee remaining unpaid at the date of termination in full and final satisfaction of any claim the Contractor has or may have.

13. DISPUTE RESOLUTION

13.1 Mediation

If any dispute arises out of this Agreement and the parties have unsuccessfully attempted in good faith to resolve the dispute between themselves, the parties must first refer the dispute to private independent

mediation with a jointly acceptable, suitably qualified mediator and attempt in good faith to mediate the dispute.

If the Contractor and the Principal do not agree upon the mediator, either party may request the Secretary General of the Australian Commercial Disputes Centres to nominate a mediator and the mediator so nominated shall have the conduct of the mediation.

13.2 Submissions

Within 14 days of acceptance by the mediator of the appointment, the party making a claim will submit in writing to the mediator the claim and all the evidence which the party wishes the mediator to take into account. Within 28 days thereafter the other party will submit in writing to the mediator that party's response to the claim, particulars of any counterclaim and all the evidence which that party wishes the mediator to take into account.

13.3 Procedure

Copies of documents sent to the mediator must be sent to the other party at the same time. The mediator may meet with the parties jointly but not separately and may ask questions of the parties which must be answered orally or in writing as requested by the mediator.

13.4 Determination

As soon as possible the mediator must give the parties the mediator's determination in writing as to:

- i) the respective rights and entitlements of the parties, and
- ii) the amount or service if any which the mediator considers is due from one party to the other.

The determination of the mediator but shall be final and binding on the parties except where the mediator's determination relating to a dispute is that one party shall pay to the other amount, or carry out work, in excess of \$100,000. Such determination shall not be final and binding, provided either party gives notice to the party of its dissatisfaction within 28 days of the determination being given.

13.5 Liability

The mediator will not be liable to the parties for negligence in the conduct of the determination.

13.6 Costs

The Principal and the Contractor will be jointly liable to the mediator for the fees of the mediator. As between themselves, the Principal and the Contractor will each bear half the mediator's fee and each will bear their own costs of the determination.

13.7 Continuing Performance

Each party must continue to perform its obligations under this Agreement, notwithstanding the existence of a dispute.

14. APPLICABLE LAW

The Agreement shall be subject to and construed in accordance with the laws for the time being in force in New South Wales and the parties shall submit to the jurisdiction of courts of New South Wales.

15. INCONSISTENCIES

If there are any inconsistencies between the Services to be provided and/or the terms and conditions for the provision of Services as detailed in this Agreement, the Terms of Reference contained within the Consultancy Brief, to the extent of any inconsistency, will have precedence over this Agreement.

16. DISCONTINUANCE OF PRINCIPAL

Subject to any contrary legislative intention:

- a) if an authority, institute or association or other body being the Principal in this Agreement is reconstituted, renamed or replaced or if its powers or functions are transferred to another entity, this Agreement is deemed to refer to that new entity; and
- b) if an authority, institute or association or other body being the Principal in this Agreement ceases to exist, this Agreement is deemed to refer to that entity which serves substantially the same purpose or object as the former entity.

17. NOTICES

The addresses of the parties for purposes of giving any notice are:

Principal:

<<ASK.NAME_OF_PERSON_GIVING_NOTICE>>,
<<ASK.ADDRESS_IN_FULL>>

Contractor:

<<WP.CONSULT_NAME>>, <<WP.CONSULT_ADDR>>

or as may from time to time be specified in writing between the parties.

EXECUTED AS A DEED

SIGNED by the Director-General,
Department of Community Services by
his duly authorised delegate

in the presence of:

Witness

Witness name:

SIGNED by _____
by its duly authorised officer

in presence of:

Witness:

~~Witness~~

SCHEDULE

Clause 1: SERVICES

The Services are outlined in the Research proposal. <<WP.SERV_DESC>>

Clause 1: PROGRAM

[Insert dates when work due]

Clause 3.7: MINIMUM ACCEPTABLE LEVEL OF RECORD SECURITY

[Insert level of security]

Clause 3.18: REPORTING FORMAT

The Contractor will provide the Report and any other material to the Principal in either of the following formats:

- Paper – A4 size, 80 gsm
- (i) if text – a Microsoft WORD version 6 file;
(ii) if a database – a database for Windows file, a Microsoft Excel file (version 5 or less), or an ASCII standard data format;
(iii) if a graphic Microsoft Power Point (version 4 or less)

Insert Other Reporting Format if applicable

Clause 4: GUARDIANSHIP OF RECORDS

[Insert how the contract materials are to be stored i.e. In a locked cabinet]

Clause 4.2: PRINCIPAL'S REPRESENTATIVE

[Insert name of representative and address]

Clause 5.4: TIME TO RENDER A TAX INVOICE

[Insert time to render invoice for example]

The Contractor may render a tax invoice within 14 days of each of:

- *Signing of the contract*
- *Receipt by the Principal of the draft report*

- *Receipt by the Principal of the final report]*

Clause 5.4: TIME TO PAY FEES

Twenty eight days

Clause 10.2: PUBLIC LIABILITY COVERAGE

[Insert amount of public liability coverage ie. \$2 million]

Clause 10.3 INSURANCE PERIOD

[Insert period of insurance – ie. Five years from the completion or termination of this Agreement]