

## APPENDIX 1

### Conditions of the RFP Invitation

#### 1 RFP Details

Activity	Date
Invitation released to market	29 March 2021
End of period for questions or requests for information	22 April 2021 5.00pm AEST
Closing Date and Time	27 April 2021 5.00pm AEST
Selection process to be completed	20 May 2021 Panel Decision (indicative only)
Contract preparation	27 May 2021 (indicative only)
Contract execution	3 June 2021 (indicative only)
Service to commence	1 July 2021 (indicative only)

#### 2 RFP Documents

All RFP documents will be available on our website [\(Click here to access\)](#)

All bidders are required to familiarise themselves with these documents, including the Service Agreement Terms and Conditions prior to submitting a response. Please note that the Service Agreement Terms and Conditions may vary prior to agreement execution and bidders will be advised of any changes.

Documents for this RFP process include the:

- Invitation RFP
- GCPHN Service Agreement Terms & Conditions
- All associated appendices mentioned within this invitation

Bidders must ensure that:

- The RFP is presented in the required format as set out in the RFP Response Form;
- All the information fields in the RFP Response Form are completed and contain the information requested, and;
- All attachments are included with the Response and must not exceed 10MB in total.

Elaborate responses or other presentations beyond what is sufficient to present a complete and effective Response are not desired nor required.

### 3 Communication during the RFP Process

All enquiries in relation to this RFP must be in writing, via email and should be directed to Christine Ash at [christinea@gcphn.com.au](mailto:christinea@gcphn.com.au) before the end of period for questions or requests for information listed at specified closing date.

All individual emails will be acknowledged and provided with a timely response. In the interest of probity and equity, all questions and responses provided during the discussion will be generalised, sent for approval and added to the Questions and Answers ([Click here to access](#)) for all bidders to view.

### 4 Commonly asked questions and answers

In the interests of providing valuable information to as many people as possible, common questions and their answers (without identifying who submitted the question) will be made available on our website ([Click here to access](#)). It is incumbent upon bidders to keep themselves informed of the responses to questions.

### 5 Confidentiality

RFP responses and all information provided as part of the documentation, will be treated as 'Commercial in Confidence' by GCPHN and GCPHN will not disclose RFP contents and information, except:

- as required by law
- for the purpose of investigations by government authorities having relevant jurisdiction
- to external consultants and advisers of GCPHN engaged to assist with the RFP process.

### 6 GCPHN's Rights & Responsibilities

GCPHN may:

- Change the RFP date, time or timeframes of this RFP by giving notice;
- Re-advertise for responses;
- Waive any minor irregularities or informalities in the RFP process;
- Accept or reject non-conforming responses;
- Suspend or cancel all or any part of the RFP by giving notice;
- Amend the RFP or any associated documents by giving notice, to all or any prospective registered bidders;
- Separately award contracts for all or part of any divisible elements of any proposal;
- Negotiate with any bidder to the exclusion of, and without notice to, other bidders without the need to re-propose or submit altered RFP documents to all bidders;
- Negotiate components of each response across a number of responses, to negotiate partnership arrangements when appropriate;
- Vary the products and/or services prior to entering into a contract with the preferred respondent;
- GCPHN will issue notice, where stipulated above, via our website ([Click here to access](#))

### 7 Conflict of Interest

The Individual/organisation will fully declare all commitments and working relationships or other relationships, which may conflict with the interest or business of GCPHN or reflect adversely on its business or public reputation. All conflicts of interest, whether actual, potential, perceived (pecuniary or non-pecuniary) must be declared.

Please refer to **GCPHN Conflict of Interest Procedure** and **Conflict of Interest Form**, by clicking on this link ([Click here for access](#)).

The Individual/Organisation is responsible for reading and understanding the associated conflict of interest documentation.

If a conflict of interest is identified, a written disclosure using the Conflict-of-Interest Form, must be made as part of this response. The completed form should be submitted to [hr@gcphn.com.au](mailto:hr@gcphn.com.au) and must disclose all the information relating to the conflict and set out the steps the organisation proposes to take to resolve or otherwise deal with the conflict.

## 8 Preferred Provider

GCPHN may identify a bidder as a preferred provider for the panel, but such a selection:

- is not a representation that a contract will be entered into between GCPHN and the bidder, and;
- does not preclude the possibility that any other bidder has also been selected as a preferred provider.

## 9 Notice of Outcome

Bidders will be notified of the outcome of their response, in writing via email, upon a decision being made by GCPHN.

Responses will remain valid for a period of three calendar months following the closing date of this RFP. Any response not accepted on or before that date shall lapse unless extended by mutual agreement. GCPHN is under no obligation to check any responses for errors and GCPHN will rely on the information provided by bidders as being accurate.

## 10 No contract

GCPHN is under no obligation to negotiate on or accept any responses submitted. Bidders should note that negotiations to the point of execution of a written contract are negotiations only, whether verbal or in writing, and are not binding until execution of the written contract.

## 11 Alterations, Erasures, Additional Information

If the bidder becomes aware of any discrepancy, error or omission in the Response after lodgement and wishes to lodge a correction or additional material, that correction or additional material must be in writing and lodged in accordance with the Instructions to Bidders listed within the Response Form, prior to the Response closing time.

Any corrections or additional information provided by the bidder after the Response closing time will be regarded as late and will not be considered for assessment.

## 12 Withdrawal of Response

A bidder who wishes to withdraw a previously submitted response must immediately notify GCPHN of the fact. Upon receipt of such notification, GCPHN will cease to consider the response.

## 13 Assessment of RFP

The bidder will be taken to agree and comply with all parts of the RFP unless the bidder provides detail of the extent of and reasons for any noncompliance. Bidders that do not meet the essential requirements or satisfy a condition of participation will be automatically excluded from consideration.

GCPHN will exclude a Response from further consideration if it considers that the response does not comply with all essential requirements. Those shortlisted will then be reviewed against the selection criteria. Not all shortlisted bidders will necessarily be selected.