

Enquiries: All enquiries to jane.fetherstonhaugh@accare.org.au

Instructions: Please quote the RFQ Number in the subject line.

www.accare.org.au

| Request for Quote | |
|---------------------------|---|
| Request for Quote Number: | 2022/2 |
| Request for Quote Title: | Property Management Plan |
| Ac.care Contact Details | |
| Email Address | All enquiries relating to this Request for Quote are to be addressed through the email address clearly stating the relevant Request for Quote Number. jane.fetherstonhaugh@accare.org.au |
| Quote Closing Information | |
| Closing Date: | 5:00 PM (Adelaide time) on Friday 1 st April 2022 |
| Lodgement: | Electronically only via the email address contracts@accare.org.au Quotes submitted in hard copy or by any means other than as stipulated above will not be accepted. |

STRUCTURE OF THIS RFQ

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1. SECTION A – GENERAL INFORMATION

Background

Anglican Community Care Incorporated (ABN 53 440 436 445) (**ac.care**) invites Quotes for the Development of a Property Management Plan (the **Supplies**). For more detail on the Supplies see Section B of this RFQ. ac.care will enter into a Contract with the successful Quoter. ac.care is bound by its Procurement Policy in releasing this RFQ and conducting the Quote Process.

Submissions

Quoters are required to submit completed Response Schedules. The Response Schedules for completion are available in Section C of this RFQ. Quoters are asked to adhere to the page limitations in the Response Schedules and not to refer off to appendices or attachments, unless requested.

Evaluation

Each Quote must address the evaluation criteria set out below.

The criteria are listed in no particular order. Failure to address all the criteria may result in a Quote being deemed a Non-Conforming Quote.

| No. | Criterion | Weighting - TBA |
|----------|---|--------------------|
| | QUALITATIVE | |
| 1 | Value for Money | |
| | The Quoter's price is competitive, comprehensive and represents value for money to ac.care. | |
| 2 | Experience | |
| | The Quoter demonstrates experience, knowledge and good past performance in the delivery of work of a similar nature. | |
| 3 | Capability | |
| | The Quoter demonstrates strong capacity to meet the requirements of the Specifications and the Contract, including availability of experienced resources and the ability to meet proposed timeframes. | |
| 4 | Methodology | |
| | The Quoter demonstrates sound methodology for the delivery of the services, including a programme of key tasks to be undertaken. | |
| 5 | Supporting local businesses | |
| | Engagement with local suppliers and businesses where practicable. | |

| | | |
|----------|--|-----|
| 6 | Value-add Services | |
| | The Quoters ability to provide value-added services | |
| | | |
| | COMPLIANCE | |
| 1 | Work Health & Safety | |
| | Compliance with all requirements of the Work Health and Safety Act 2012 (SA) and any regulations made under it | Y/N |
| 2 | Insurance | |
| | All required Insurances in place | Y/N |
| 3 | Qualifications/licences | |
| | All licences, permits, accreditations or certification required or relevant to the Quote | Y/N |

ac.care may perform due diligence checks on any aspect of a Quote, regardless of whether such aspect is referred to in the above table. If these due diligence checks indicate a risk to ac.care in contracting with a Quoter, ac.care may deem that Quoter's Quote a Non-Conforming Quote regardless of the Quoter's performance in the formal evaluation process.

2. SECTION B – SPECIFICATIONS

ac.care Property Management Plan

1. PROJECT

Development of a Property Management Plan to provide a framework to guide ac.care's decision making in relation to property requirements. The Plan will set property objectives, define performance indicators and assesses the performance of ac.care's property portfolio in line with changing environmental and client requirements and expectations.

The Property Management Plan will ensure that the quality, quantity, functionality, cost and availability of property are appropriate for current and service delivery requirements. The plan will also assess options for the acquisition, purpose built, sharing, use of benevolent investors, renovation and disposal of property, and associated change management.

2. INTRODUCTION

ac.care is a non-government organisation (NGO) that has been working with adults, children, young people and family groups for over 30 years offering a range of community services to regional communities in South Australia.

ac.care employs approximately 230 staff making it a significant regional employer. Its offices are located in Berri, Murray Bridge, Millicent and Mount Gambier.

The work of ac.care includes:

- Aboriginal services
- Children's Contact Services
- Homelessness
- Creche
- Community Centres in Millicent and Mount Gambier
- Emergency Relief
- Family Relationship Centre in Mount Gambier
- Family support/counselling services
- Financial counselling/low interest loans
- Foster care recruitment and support
- Therapeutic Strength Based Care homes for children and young people who are waiting for foster care placements

We work in our communities and with each other to these values

- **C**ompassion
- **A**daptability
- **R**elationships
- **E**xcellence

3. BACKGROUND

As at the 30 June 2021 ac.care utilises the following property assets to undertake delivery of services to clients:

- 6 offices (including community centres)
- 9 Residential Care Houses
- 1 crèche
- 1 Emergency Accommodation unit

All buildings are on long-term leases with various terms and conditions, with the exception of one Residential Care House. Emergency accommodation venues are on short-term leases.

Building ownership ranges from:

- Short term to longer term leases – both residential & commercial
- Peppercorn arrangements – 2 offices
- Owned property via mortgage – 1 residential property

Ac.care are currently considering the potential expansion of residential care services and as a consequence, the number of Residential Care Houses may increase. The outcome of this will not be known until the end of April 2022 and any alterations in the scope will be discussed with the successful bidder.

4. PROJECT OBJECTIVES

The purpose of this project is to deliver the following by 31 July 2022:

Contribute to the development of a Property Management Plan with guiding principles in relation to property management including acquisition, disposal, maintenance, renewals, and leasing decisions by providing the following:

- Condition assessment of all ac.care buildings
- Where condition is poor, estimating future repair/renewal costs and whether this is at the cost of the landlord or tenant
- Market analysis and options for new/replacement buildings including analysis of cost vs return or period of payback of investment
- Development of a "Lease vs Buy" decision-making tool to ensure efficient use of ac.care resources.
- Insurance valuations on buildings
- Undertake energy audits on all ac.care properties and prepare a schedule of improvements to reduce ac.care's carbon emissions of tCO₂-e /FTE
- Revision of existing strategies and documentation in regard to asset management.

5. SCOPE OF WORKS

ac.care are seeking expressions of interest from suitably qualified and/or experienced consultants to assist in the development of a comprehensive, 10 year, Property Management Plan that provides a framework for the management of ac.care property assets and sets out the alignment of the property portfolio with current ac.care strategy and beyond.

To ensure ac.care has properties that deliver appropriate outcomes, the Management Plan should help to ensure properties are fit for purpose, well maintained, safe, compliant with legislation, meet all Department of Child Protection licencing requirements for residential care houses and most importantly support the staff, members, volunteers and clients in service delivery and day to day operations.

6. DELIVERABLES

The consultant engaged to undertake this work will be required to prepare the following:

Part A – condition assessments and valuations of ac.care’s property & buildings

- Site inspections of ac.care buildings and structures identified in Appendix 1 to determine true condition and valuation.
- Replacement values of components including
 - Land value
 - Building Substructure
 - Building Superstructure
 - Roofing
 - Fit out & Fittings
 - Services
- Documenting a condition score for each building including as a minimum;
 - ac.care’s unique Asset ID,
 - Useful life and remaining useful life
 - Dimensions and materials
 - Replacement Value
 - Photo and condition rating of the building
 - Conditions are to be on a 0-10 scale (10= best – 0 = worst)

Part B – Market analyses

market analysis and options for new / replacement premises.

- Provide a “fit for purpose” property solution for the consolidation of ac.care sites in Mount Gambier to support the continuation of ac.care’s operations over the longer term and to provide the best value for money outcome for lease/buy build options.
- Provide advice on a cost effective, value for money outcome in the number of leases and outgoings
- Provide advice on achieving efficiencies through an average work point density of 11.8 m2—with consideration for physical distancing—
- Explore Innovative funding models and strategic partnerships as a way of delivering asset enhancement.
- Development of a “Lease vs Buy” decision-making tool to ensure efficient use of ac.care resources

Part C – Insurance Valuations

Provision of insurance values for all leased and owned buildings where ac.care holds the responsibility for insurance cover.

Part D – Provision of Energy Audit Services

Provision of Energy Audit Services to inform ac.care’s Emissions Reduction Plan including:

- Provision of an energy audit on all ac.care properties
- Cost vs return analysis and period of payback on proposed investments
- Preparation of a high level Emissions Reduction Plan and;
- Preparation of a multi year action and implementation plan for internal use

Part E – Review of Documentation

- Review of ac.care’s Asset Management Policy and Strategy
- Review of ac.care’s Property Management Plan

Quoters may provide quotes for all or any of the deliverables in the scope of works.

7. TIMING

It is envisaged that the consultancy services will be undertaken from the beginning of May to the end of July 2022

| Activity | Target Time & Date |
|--|---|
| Quote submission deadline | Friday 1 st April 2022 at 5:00pm |
| Evaluation and short-list | Thursday 7th April 2022 |
| Possible presentation for shortlisted applicants | Tuesday 12th April 2022 |
| Recommendation to Executive Leadership Team | Tuesday 19th April 2022 |
| Contract awarded | Thursday 21st April 2022 |
| Contract Commencement | Monday 2 nd May 2022 |

Appendix 1 – Building Schedule

| Asset Number | Street Address | Location | Programs located at site | Administration/ Service Delivery | Lease Type |
|--------------|----------------------|---------------|------------------------------|--------------------------------------|-------------|
| | White Ave | Mount Gambier | ac.care Head Office | Administration / Service Delivery | Peppercorn |
| 70015/0 | 22 Bay Road | Mount Gambier | Family Relationships Centre | Service Delivery | Commercial |
| | 22-24 Ferrers Street | Mount Gambier | Mt Gambier Community Centre | Service Delivery | Peppercorn |
| 70006/0 | 57-59 George Street | Millicent | Millicent Office | Service Delivery | Commercial |
| 70001/0 | 5 Kealley Street | Berri | Office | Administration / Service Delivery | Commercial |
| 70000/0 | 29 Bridge Street | Murray Bridge | Office | Administration / Service Delivery | Commercial |
| 70014/0 | 16 Gail Crescent | Murray Bridge | Aboriginal Creche Facilities | Service Delivery | Housing SA |
| 70007/0 | | Mount Gambier | Emergency Accommodation unit | Service Delivery | Residential |
| 70012/0 | | Murray Bridge | TSBC House - Duplex | Service Delivery | Housing SA |
| 70013/0 | | Murray Bridge | TSBC House - Duplex | Service Delivery | Housing SA |
| 70011/0 | | Murray Bridge | TSBC House - Duplex | Service Delivery | Housing SA |
| 70010/0 | | Mount Gambier | TSBC House | Service Delivery | Residential |
| 70008/0 | | Mount Gambier | TSBC House - Duplex | Service Delivery | Housing SA |
| 70009/0 | | Mount Gambier | TSBC House - Duplex | Service Delivery | Housing SA |
| 70005/0 | | Mount Gambier | TSBC House | Service Delivery | Residential |
| 70003/0 | | Mount Gambier | TSBC House - Duplex | Service Delivery | Housing SA |
| 70004/0 | | Mount Gambier | TSBC House - Duplex | Service Delivery | Housing SA |
| 200015/0 | | Berri | TSBC House | Service Delivery | Owned |
| 70016/0 | | Mount Gambier | TSBC House | Service Delivery | Residential |
| 70017/0 | | Mount Gambier | TSBC House | Service Delivery | Residential |

Therapeutic Strength Based Care (TSBC) Houses provide residential services to children and young people under the Guardianship of the Minister. Specific locations will be provided to the successful bidder.

3. SECTION C – RESPONSE SCHEDULE

Please submit all responses on the word document provided.

4. SECTION D – CONDITIONS OF QUOTING

1. Definitions

In this RFQ, the following terms shall, unless inconsistent with the context, have the meanings indicated:

A reference to a **clause** is a reference to a clause of this RFQ.

Closing Date means the time and date specified on the cover of this RFQ, or such later time and date as may be notified in writing to Quoters by ac.care.

Conditions of Quoting means these Conditions of Quoting as attached to **Section D** of this RFQ.

Conforming Quote means a Quote which meets all of the requirements set out in this RFQ and the Quote Documents.

Contract means the contract for the provision of the Supplies as attached to **Section E** of this RFQ, as may be subsequently amended by agreement between ac.care and the successful Quoter pursuant to clause 6.

Non-Conforming Quote means a Quote does not meet the requirements set out in this RFQ and/or the Quote Documents.

Preferred Quoter means the Quoter referred to in clause 8.

Quote means a quote submitted by a Quoter pursuant to this RFQ.

Quote Documents means the Conditions of Quoting, the Contract, the Specifications and the Quote Response Schedules.

Quote Process means the process for calling, receiving, evaluating and awarding of Quote(s) as proposed in clauses 2.4 and 7 of these Conditions of Quoting.

Quoter means an organisation or person who submits a Quote in response to this RFQ.

Quote **Response Schedules** are the forms contained within Section C of this RFQ.

RFQ means this Request for Quote.

Specifications or Supplies means the specifications of the Supplies or works specified in **Section B** of this RFQ.

2. Request for Quote

2.1 Lodgement of Quotes

2.1.1 Quotes must be lodged electronically by the Closing Date. Quotes lodged by any other means will not be considered.

2.1.2 Quoters are advised to allow for sufficient time to upload all submissions, including multiple and large files. Quoters acknowledge that it is their sole responsibility to ensure that sufficient time has been allowed for Quote lodgement, including time that may be required for any problem analysis and resolution prior to the Closing Date. Please note that limitations around document file size, file format and naming of files apply to ac.care. Files to upload and/or email message attachments must be less than 10Mb in size.

2.2 Late Quote

ac.care will not consider a Quote submitted after the Closing Date unless a Quoter:

- (1) has made reasonable attempts to upload its Quote prior to the Closing Date but has been unable to do so; and
- (b) provides its submission to ac.care in accordance with the instructions provided in a return email from ac.care no later than half an hour from receipt of such notice, on the same date as the Closing Date.

Quotes received after the Closing Date will not be accepted into the Quote Process unless ac.care, in its absolute discretion, determines that accepting a late Quote will not compromise the integrity of the quote process or provide any unfair advantage to the Quoter lodging the late Quote.

2.3 Quote Validity Period

All Quotes will remain open for acceptance by ac.care for a period of not less than ninety days after the Closing Date.

2.4 Proposed Quote Process

ac.care reserves the right to conduct the Quote Process in any way it sees fit while complying with these Conditions of Quoting and ac.care's Procurement Policy.

2.5 Proposed Timing of Quote Process

ac.care may change any date within any indicative timetable set out in the Specifications. ac.care will

endeavour to advise all Quoters of any change to the indicative timetable.

3. Right to vary

- 3.1 ac.care may from time to time, by issuing written addenda to the RFQ, extend the Closing Time or otherwise add to or vary the RFQ.
- 3.2 Copies of all addenda to the RFQ will be sent to each person who has been issued with, or downloaded, the RFQ, to the person's contact address provided to the Department.
- 3.3 All addenda to the RFQ become part of the RFQ.
- 3.4 Where an addendum has been issued, the Quoter must include with their quote an acknowledgement that the addendum has been received and accounted for in the quote.

3. Communication between the Parties

Any enquiries or requests for information or clarification regarding this RFQ or the Quote Documents must be made in writing and emailed to ac.care at (jane.fetherstonhaugh@ac.care.org.au) not less than two business days before the Closing Date.

ac.care may (but is not obligated to) respond to a Quoter's enquiries or requests for information or clarification.

If ac.care provides any information to a Quoter by way of clarification, then ac.care reserves the right to provide that information to other Quoters.

4. Quote Preparation

4.1 Quoters to be informed

Each Quoter must, prior to submitting its Quote, become acquainted with the nature and extent of the Supplies to be provided to ac.care, and make all necessary examinations, investigations, inspections and deductions.

4.2 Conflict of Interest

Quoters must inform ac.care of any circumstances or relationships which will constitute a conflict or potential conflict of interest if the Quoter is successful. If any conflict or potential conflict exists, the Quoter must advise how it proposes to address this.

4.5 Collusion & Improper Behaviour

It is disqualifying behaviour for a Quoter to, or attempt to, in connection with the Quote Process:

- 4.5.1 collude with any other Quoters or potential Quoters.
- 4.5.2 engage in anti-competitive conduct, conduct that is misleading or deceptive or contrary to law;
- 4.5.3 obtain improper assistance of a current or former employee of ac.care;
- 4.5.4 use information improperly obtained from ac.care;
- 4.5.5 violate ac.care's policies regarding the offering of inducements to ac.care's employees; or
- 4.5.6 influence the outcome of the evaluation process by lobbying any employee or Director of ac.care or any potential member of the evaluation panel.
- 4.6 Quoter's confidential information
 - 4.6.1 Subject to clauses 4.4 and 4.6.2, ac.care will treat as confidential all Quotes submitted by Quoters in connection with this RFQ.
 - 4.6.2 ac.care will not be taken to have breached any obligation to keep information provided by Quoters confidential to the extent that the information:
 - (a) is disclosed by ac.care to its advisers, officers, employees or subcontractors solely in order to conduct the Quote Process or to prepare and manage any resultant agreement;
 - (b) is disclosed to ac.care's internal management personnel, solely to enable effective management or auditing of the Quote Process;
 - (c) is authorised or required by law to be disclosed; or
 - (d) is in the public domain otherwise than due to a breach of the relevant obligations of confidentiality.
- 4.7 Change in a Quoter's circumstances

After submission of its Quote and before Contract award, a Quoter must immediately notify ac.care in writing if there is a material change to the Quoter's circumstances that may have an adverse effect upon the Quoter's ability to perform the Contract

or materially alters any information in the Quoter's Quote.

5. Quote Documents

5.1 Non-Conforming Quotes

Except in respect of late Quotes which are considered under clause 2.2, ac.care is not required to, but may at its sole discretion, consider an incomplete, informal or a Non-Conforming Quote. Failure to respond to or meet any of the requirements set out in this RFQ and the Quote Documents will result in the Quote being deemed a Non-Conforming Quote.

5.2 Content of Quotes

Quoters are required to complete the Quote Response Schedules and submit them to ac.care.

If a Quoter proposes to provide the Supplies on a basis different to that envisaged by the Quote Documents (whether for reasons of innovation, efficiency or otherwise) that proposal should be fully documented and justified with the Quote. ac.care does not warrant that any discussion with any ac.care representative, employee or ac.care l or prior to the Closing Date in relation to such a proposal will be taken into account in evaluating the Quote.

6. ac.care's rights

Subject to law, ac.care has absolute discretion in the exercise or non-exercise of its rights under the Quote Process and is not obliged to give reasons for a decision.

ac.care reserves the right to:

- 6.1 amend, vary, supplement or terminate this RFQ at any time;
- 6.2 waive or vary any obligation of all Quoters under this RFQ;
- 6.3 accept or reject any Quote, including the lowest price Quote;
- 6.4 allow another party to take over a Quote in substitution for the original Quoter;
- 6.5 negotiate with any supplier or contractor regarding all or any part of the Supplies to be provided pursuant to this RFQ;
- 6.6 vary the timing and process referred to in clauses 2.5 and 7;
- 6.7 postpone or abandon this RFQ;
- 6.8 add or remove any Quoter;

- 6.9 accept or reject any Quotes whether or not they are Conforming Quotes;
- 6.10 accept all or part of any Quote;
- 6.11 negotiate or not negotiate with one or more Quoters;
- 6.12 contract with deletions or additions to the form of Contract in this RFQ;
- 6.13 publish the name of the successful Quoter, the pricing and the provisions of the Contract generally, subject to any overriding duty of confidence; and/or
- 6.14 discontinue negotiations with any Quoter.

7. Quote Evaluation

After the Closing Date, ac.care will consider all conforming Quotes (and may also consider any Non-Conforming Quotes). Quotes considered will be evaluated in a fair, equitable and clear manner using the information in the Quote and any other information available to ac.care. To consider Quotes, ac.care will form an evaluation panel, which will evaluate against the set evaluation criteria set out in **Section A**.

8. Acceptance of Quote

Ac.care reserves the right to negotiate different terms and conditions for the Contract with any one or more Quoters (each referred to as a **Preferred Quoter**).

If ac.care and the Preferred Quoter are unable to negotiate and agree on the terms of the Contract, ac.care reserves the right to negotiate with any other parties, including other Quoters, for the provision of the Supplies.

The successful Quoter will be notified in writing by ac.care of ac.care's acceptance of its Quote. The successful Quoter must not make any oral or written public statements in relation to the awarding of a Contract until written notice is received by the Quoter.

9. No Legal Requirement

The issue of this RFQ or any response to it does not commit, obligate or otherwise create a legal obligation on ac.care to purchase the Supplies from the Quoters.

10. Warranties

In submitting a Quote, each Quoter warrants and represents to ac.care that the Quoter:

- 10.1 holds any licence, registration or certification required by law to enter into and perform the Contract;
- 10.2 has examined all information and made all inspections relevant to the risks, contingencies and other circumstances having an effect on its Quote or its performance of the Contract and which is obtainable by making reasonable enquiries;
- 10.3 has independently satisfied itself as to the accuracy of the information in this RFQ and has conducted its own enquiries, investigations and analysis of the Quote Process;
- 10.4 has included in its stated price(s) all costs and expenses (except GST) of complying with these conditions, the Quote Process and the due and proper performance by the Quoter of any contract as may be awarded to the Quoter as a result;
- 10.5 does not know the price or other terms of a Quote or of any other likely Quoter;
- 10.6 submits the Quote via an authorised representative;
- 10.7 has read, understood and fully informed itself of the contents, requirements and obligations of the RFQ and any issued addenda;
- 10.8 enters a legally binding contract with ac.care on the terms and conditions set out in these Conditions of Quoting.

11. Governing Law

This RFQ is governed by the law in South Australia. The parties irrevocably submit to the exclusive jurisdiction of the courts in South Australia.

12. Coronavirus (COVID-19)

ac.care fully supports and endorses the Australian Government Department of Health and South Australian Department of Health

and Wellbeing current and future recommendations in relation to Coronavirus (COVID-19).

ac.care requires the Contractor and its employees and sub-contractors to implement all advice and measures announced by the South Australian or Australian governments to reduce the spread of COVID-19 (**COVID-19 Measures**). This requirement is in addition to, and does not remove or diminish, any other obligation of the Contractor under this agreement.

The Contractor must notify ac.care of any assistance which the Contractor requires from ac.care in order to comply with COVID-19 Measures.

Time delays that are unavoidable due to COVID-19 Measures (including in respect to the commencement of the Contract Works) will be dealt with under clause 7 - Variation to Services of the Service agreement.

In the event that obligations or processes under this agreement become impracticable due to COVID-19 Measures (including where the COVID-19 Measures cause a Force Majeure Event), then the parties will negotiate in good faith variations to these mechanisms or processes to apply while the COVID-19 Measures are in place for the purpose of continuing the Contract Works and fulfilling other obligations under this agreement in a manner which is consistent with the COVID-19 Measures and the intention of the parties in entering this agreement



DRAFT

**PROFESSIONAL SERVICES
AGREEMENT**

BETWEEN

The Principal
Anglican Community Care Inc
ABN: 53 440 436 445

AND

Consultant:
{Name}
ABN: xx xxx xxx xxx

DATED THE _____ DAY OF _____ 20__

PROFESSIONAL SERVICES AGREEMENT

DATED THE _____ DAY OF _____ 20____

BETWEEN Anglican Community Care Inc
PO Box 1842, Mount Gambier South Australia 5290
ABN: 53 440 436 445 ("The Principal")

AND

[Name]

Legal name:

Address:

ABN: _____ ("Consultant")

6. DEFINITIONS

"Agreement" means this document including the Schedule;

"Consultant" means the person engaged to perform the Services;

"Contract Material" means all material brought into existence as part of, or for the purpose of performing the Services, including but not limited to documents, equipment, information and data stored by any means including intellectual property rights therein;

"Existing Material" means information and the subject matter of any category of Intellectual Property rights existing prior to the date of this Agreement and relevant to or connected with the provision of the Services.

"Fee" means the fee referred to in Clause 5.1 and Item 4 of the Schedule.

"Intellectual Property" includes all copyright and neighbouring rights, all rights in relation to inventions (including patent rights), plant varieties, registered and unregistered trademarks (including service marks), registered designs, Confidential Information (including trade secrets and know how) and circuit layouts, and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields;

"Principal" means the party to this Agreement who engages the Consultant;

"Principal's Materials" means any documentation, information or material

- (a) supplied by the Principal to the Consultant by whatever means; or
- (b) derived at any time from the documentation information or material referred to in paragraph (a).

"Terms of Reference" or **"Consultancy Brief"** means the Terms of Reference or Consultancy Brief or any other document issued by the Principal to the Consultant for the purpose of obtaining the Proposal and which describes the services to be performed by the Consultant;

"Services" means the services and reporting requirements described in Item 1 of the Schedule and includes the Proposal.

"Proposal" means any correspondence exchanged between the Consultant and the Principal relating to or in any way connected with the Services or the performance of the Services.

"Schedule" means the schedule to this Agreement.

"Tax Invoice" has the meaning given to that term in A New Tax System (Goods and Services Tax) Act 1999.

"Personal Information" means information or an opinion (including information or an opinion forming part of a database), whether true or not, and whether recorded in a material form or not, about an individual whose identity is apparent, or can reasonable be ascertained, from the information or opinion.

The Schedule to this Agreement form part of this Agreement. In the event of any conflict between the clauses of the Agreement and any part of the Schedule, the clauses of the Agreement take precedence.

7. ENGAGEMENT

The Principal engages the Consultant to provide the Services in accordance with this Agreement.

8. CONSULTANTS OBLIGATIONS

8.1 Due Diligence

The Consultant must perform the Services in a diligent manner, with all necessary skill and care and in accordance with all the representations and warranties as to the Consultant's experience and ability expressly or impliedly made by reference to its Proposal and this Agreement, or by law.

8.2 Knowledge of Requirements of the Principal

The Consultant 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.

8.3 Timely Provision of Services

The Consultant must perform the Services expeditiously and in accordance with the time limits if any specified in Item 2 of the Schedule.

8.4 No Agency

- (a) The Consultant has no authority to enter into any agreement on behalf of the Principal without the prior written approval of the Principal.
- (b) Consent given by the Principal in accordance with this clause does not relieve the Consultant from its obligations under this Agreement.

8.5 Principal's Materials

- (a) The Consultant accepts all responsibility for the secure guardianship of Principal's Materials.
- (b) Upon completion of this Agreement or in the event of termination, the Consultant must as soon as practicable return to the Principal the Principal's Materials and the Contract Material.
- (c) Clause 3.5(b) does not operate to prevent the Consultant from keeping a bona fide copy of the Contract Materials for its records subject always to clause 3.6.

8.6 Confidentiality

- (a) The Consultant must not without 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:
 - (i) As necessary to perform the Services or
 - (ii) With respect to any matter within public knowledge.
- (b) The Consultant acknowledges and agrees that clause 3.6 will survive the expiration or termination of this Agreement.

8.7 Sub-Contracting

- (a) The Consultant must not assign or sub-contract any part of the Services without the prior written consent of the Principal.
- (b) The Principal may impose any terms and conditions it considers appropriate when giving its approval under clause 3.7(a).
- (c) Consent given by the Principal in accordance with this clause does not relieve the Consultant from its obligations under this Agreement.

8.8 Compliance with Law

- (a) The Consultant agrees, in carrying out this Agreement, to comply with:
 - (i) All relevant legislation of the Commonwealth particularly the Crimes Act 1914, Racial Discrimination Act 1975, Sex Discrimination Act 1984 and Disability Discrimination Act 1992), or of any State, Territory or local authority;
 - (ii) Any obligations it has under the Affirmative Action (Equal Employment Opportunity for Women) Act 1986;
 - (iii) Any obligation it has under the Work Health and Safety Act 2012 (SA) and regulations; and
 - (iv) Privacy Act 1988.

8.9 Insurance

- (a) The Consultant agrees, for so long as any obligations remain in connection with this Agreement:
 - (i) To effect and maintain all necessary insurance including but not limited to Workers Compensation, Professional Indemnity and Public Liability for all the Consultant's obligations under this Agreement, including those which survive the expiration or termination of this Agreement; and
 - (ii) Upon request, provide proof of insurance acceptable to the Principal.

8.10 Conflict of Interest

- (a) The Consultant warrants that at the date of this Agreement no conflict with the interests of the Principal exists or is likely to arise in the performance of the Services.
- (b) Immediately upon becoming aware of the existence, or possibility of a conflict of interest arising the Consultant must advise the Principal in writing, make full disclosure of all relevant information relating to the conflict and take such steps as the Principal may reasonably require to resolve or otherwise deal with the conflict.
- (c) If the Consultant does not notify the Principal or is unable or unwilling to resolve or deal with the conflict as required, the Principal may terminate this Agreement in accordance with the provisions of clause 9.

- (d) The Consultant agrees that it will not, and will use its best endeavours to ensure that any officer, employee, agent or subcontractor of the Consultant does not, engage in any activity or obtain any interest during the course of this Agreement that is likely to conflict with or restrict the Consultant in providing the Services to the Principal fairly and independently.

8.11 Access to Consultant

The Consultant must upon reasonable notice from the Principal provide to the Principal access to the premises occupied by the Consultant where the Services are being performed in order for the Principal to inspect, discuss or assess the provision of Services.

8.12 Waiver of Employee Entitlements

The Consultant warrants that its relationship to the Principal is one of an independent consultant providing services to the Principal and as such;

- (a) The Consultant will not be entitled to make any claim upon the Principal in respect of any workers compensation, superannuation, sickness, accident, holiday, long service leave payments or any other entitlements; and
- (b) The Consultant will indemnify the Principal against any such liability loss, demand or claim if the Consultant is for any reason or by any person deemed to be an employee of the Principal such that the Principal becomes liable to pay monies (including PAYE tax) on behalf of the Consultant.

8.13 Protection of Personal Information

- (a) This clause applies only where the Consultant deals with personal information for the purpose of providing the Services under this Agreement.
- (b) The Consultant acknowledges that it is a 'contracted service provider' within the meaning of section 6 of the Privacy Act 1988 (the Privacy Act), and agrees in respect of the provision of services under this Agreement:
 - (i) Not to do any act or engage in any practice that would breach an Information Privacy Principle (IPP) contained in section 14 of the Privacy Act, which if done or engaged in by the Principal would be a breach of that IPP;
 - (ii) To notify individuals whose personal information the Consultant holds, that complaints about acts or practices of the Consultant may be investigated by the Privacy Commissioner who has power to award compensation against the Consultant in appropriate circumstances;
 - (iii) To carry out and discharge the obligations contained in the IPPs as if it were an agency under that Act, including to comply with the requirements relating to collection, storage, access, alteration, use and disclosure of personal information, and in particular:
 - (1) As required by IPP 5 - to provide information about the records containing personal information which the Consultant holds; and

- (2) As required by IPPs 6 and 7 - to allow individuals to access and amend their own personal information except where the Consultant is authorised or required by law to refuse this.
 - (iv) Not to use or disclose personal information or engage in an act or practice that would breach section 16F (direct marketing), a NPP (particularly NPPs 7 to 10) or an approved privacy code (APC), where that section, NPP or APC is applicable to the Consultant, unless:
 - (1) In the case of section 16F - the use or disclosure is necessary, directly or indirectly, to discharge an obligation under this Agreement; or
 - (2) In the case of a NPP or an APC - except where the activity or practice is engaged in for the purpose of discharging, directly or indirectly, an obligation under clause 3.13 of this Agreement, and the activity or practice is authorised by clause 3.13 of this Agreement, which is inconsistent with the NPP or APC.
 - (v) To disclose in writing to any person who asks, the content of the provisions of this Agreement (if any) that is inconsistent with a NPP or an APC binding a party to this Agreement;
 - (vi) To immediately notify the Principal if the Consultant becomes aware of a breach or possible breach of any of the obligations contained in this clause 3.13 whether by the Consultant or any sub-contractor;
 - (vii) To comply with any directions, guidelines, determinations or recommendations relating to the matters set out in the Schedule at Annexure 1 of this Agreement to the extent that they are not inconsistent with the requirements of this clause; and
 - (viii) To ensure that any employee of the Consultant who is required to deal with personal information for the purposes of this Agreement is made aware of the obligations of the Consultant set out in this clause 3.13.
- (c) The Consultant agrees to ensure that any sub-contract entered into for the purpose of fulfilling its obligations under this Agreement contains provisions to ensure that the sub-contractor has the same awareness and responsibilities as the Consultant has under this clause, including the requirement in relation to sub-contracts.
- (d) The Consultant agrees to indemnify the Principal in respect of any loss, liability or expense suffered or incurred by the Principal, which arises directly, or indirectly from a breach of any of the obligations of the Consultant under this clause 3.13, or a sub-contractor under the sub-contract provisions referred to in sub-clause 3.13(c).
- (e) In this clause 3.13, the terms 'agency', 'approved privacy code' (APC), 'Information Privacy Principles' (IPPs), and 'National Privacy Principles' (NPPs) have the same meaning as they have in section 6 of the Privacy Act.
- (f) The provisions of this clause 3.13 survive termination or expiration of this Agreement.

8.14 Child Safe Organisation

The Consultant acknowledges and agrees that:

- (a) Customer is a child safe organisation for the purposes of the Children and Young People (Safety) Act 2017; and
- (b) access to locations where children reside or access Customer services will not be allowed by Supplier Personnel unless:
 - (i) there are no children present on site at the time of entry until completion of Services;
 - (ii) direct supervision is being provided by Customer employees to any or all children on site for the duration of the access; or
 - (iii) Supplier Personnel hold a current Child Related Employment Screening with Department of Human Services and this has been submitted to Customer in advance.

9. PRINCIPAL'S OBLIGATIONS

9.1 Provide Information

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

- (a) Make available to the Consultant all relevant instructions, information, documentation or data or any other material as required for the performance of the Services; and
- (b) Provide assistance to the Consultant as reasonably required so that the Consultant may competently perform its duties under this Agreement;

9.2 Provide Services

The Principal will as soon as practicable, or as required by this Agreement perform the services set out in Item 3 of the Schedule.

9.3 Principal's Representative

The person named in Item 5 of the Schedule, or any other person the Principal nominates in writing, will act as the Principal's representative in connection with this Agreement.

10. FEES

10.1 Payment of Fees

The Principal will pay the Consultant the fees in accordance with Item 4 of the Schedule subject to the conditions of this Agreement.

10.2 Additional Consultant's Expenses

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

10.3 Payment Schedule

- (a) At the times specified in the Schedule, the Consultant must lodge with the Principal an invoice (Tax Invoice if GST registered) claim for the Services performed (and for approved reimbursable expenses, if any, incurred) during that period.
- (b) The Principal will make a payment within 14 (fourteen) days following receipt of the invoice (Tax Invoice if GST registered).

11. GST

- (a) For the purposes of this clause:
 - (i) **'GST Act'** means A New Tax System (Goods and Services Tax) Act 1999.
 - (ii) **'GST'** and **'taxable supply'** have the meanings given to those terms in the GST Act.
 - (iii) **'Related taxable supply'** means any taxable supply to the Consultant incorporated in a taxable supply by the Consultant to the Principal pursuant to this Agreement for which the Consultant seeks direct reimbursement from the Principal.
- (b) The amounts payable by the Principal under this Agreement to the Consultant include GST. If the rate of GST is increased or reduced then from the date of effect of that increase or reduction the amounts payable by the Principal under this Agreement to the Consultant will be increased or reduced (as the case may require) by a sum equivalent to that increase or reduction.
- (c) If a supply made by the Consultant under this Agreement to the Principal is a taxable supply under the GST Act, then in addition to the amount the Principal must pay for that supply, the Principal must also pay the amount of any GST payable in respect of that supply. This clause 6.1(c) will not operate if clause 6.1(b) provides that the amounts payable by the Principal under this Agreement to the Consultant include GST.
- (d) If a supply made by the Principal under this Agreement to the Consultant is a taxable supply under the GST Act, then in addition to the amount the Consultant must pay for that supply, the Consultant must also pay the amount of any GST payable in respect of that supply.
- (e) In respect of each payment due under this Agreement from:
 - (i) The Principal, the Consultant must give the Principal an invoice (Tax Invoice if GST registered) for that payment; and
 - (ii) The Consultant, the Principal must give the Consultant an invoice (Tax Invoice if GST registered) for that payment.
- (f) Nothing in this Agreement obliges the Principal to pay to the Consultant any amount for GST paid or payable by the Consultant in respect of a related taxable supply to the extent to which the Consultant is entitled to claim an input tax credit in respect of that supply.

12. VARIATIONS

12.1 Requests

The Principal may request (in writing) the Consultant to vary the Services, provided the variation is within the general scope of the Services.

12.2 Variation Fees

Fees for the varied Services will be as agreed in writing between the parties at the rate specified in Item 6 of the Schedule.

13. COPYRIGHT AND INTELLECTUAL PROPERTY

13.1 Rights of Material

- (a) All rights in the Contract Material vests or will vest in the Principal.
- (b) Clause 8.1(a) does not affect the ownership of Intellectual Property in any Existing Material which is specified in Item 7 of the Schedule, but the Consultant grants to the Principal a permanent, irrevocable, royalty-free, world-wide, non-exclusive licence (including a right of sub-licence) to use, reproduce, adapt and exploit any such Existing Material in conjunction with the other Contract Material.
- (c) If requested by the Principal, the Consultant agrees to bring into existence, sign, execute or otherwise deal with any document, which may be necessary or desirable to give effect to this clause 8.
- (d) The Consultant warrants that it is entitled, or will be entitled at the relevant time, to deal with the Intellectual Property in the Contract Material and the Existing Material in the manner provided for in this clause 8.

13.2 Delivery of Contract Material

- (a) As soon as practicable after the expiration or earlier termination of this Agreement, the Consultant must deliver to the Principal all Contract Material and all of the Principal's Materials.
- (b) Subject to clause 3.6, clause 8.2 (a) does not operate to prevent the Consultant from keeping a bona fide copy of the Contract Material for its own records.

14. TERMINATION

14.1 Termination by the Principal other than for Default by the Consultant

- (a) The Principal may terminate the whole or any part of this Agreement or reduce the scope of the Services at any time, by written notice addressed to the Consultant.
- (b) Upon receipt of a notice of termination or reduction the Consultant agrees to:
 - (i) Stop work as specified in the notice;

- (ii) Take all available steps to minimise loss resulting from that termination and to protect the Principal's Material and Contract Material; and
 - (iii) Continue work on any part of the Services not affected by the notice.
- (c) Where there has been a termination under clause 9.1(a), the Principal will be liable only for:
 - (i) Payments under clause 5 for services rendered before the effective date of termination; and
 - (ii) Reasonable costs incurred by the Consultant and directly attributable to the termination.
- (d) Where there has been a reduction in the scope of the Services, the Principal's liability to pay fees or meet costs under clause 5 or provide Services under clause 4 will, unless there is agreement in writing to the contrary, abate in accordance with the reduction in the Services.
- (e) The Principal will not be liable to pay compensation under clause 9.1(c)(ii).
- (f) The Consultant will not be entitled to compensation for loss of prospective profits.

14.2 Termination by the Principal for Default by the Consultant

If the Consultant:

- (a) Becomes bankrupt, or insolvent, or enters into a scheme or arrangement with its creditors; or
- (b) Being a corporation, comes under one of the forms of external administration referred to in Chapter 5 of the Corporations Act 2001, or an order is made for the purpose of placing the corporation under external administration; or
- (c) Fails to satisfy any of its obligations under the Agreement the Principal may:
 - (i) In the case of the default specified in clause 9.2(a) and (b) forthwith terminate this Agreement by written notice addressed to the Consultant, and
 - (ii) In the case of any other default, terminate this Agreement by written notice addressed to the Consultant if the Consultant fails to remedy the default to the satisfaction of Consultant specifying the relevant default.

14.3 Termination by the Consultant

If the Principal commits a substantial breach of this Agreement, the Consultant may forthwith terminate this Agreement by written notice addressed to the Principal if the Principal fails to remedy the default within 14 days from the service of a notice by the Consultant specifying the relevant breach.

14.4 Termination without Prejudice

Termination of this Agreement by either party is without prejudice to any accrued rights or remedies of either party under this Agreement or otherwise at law or in equity.

14.5 Payment

Upon termination pursuant to clause 9.2, the Consultant will not be entitled to receive or claim any compensation or payment in lieu of notice or damages for or in respect of or by reason of the termination but the Consultant will be entitled to receive and the Principal will pay to the Consultant upon receipt of an invoice (Tax Invoice if GST registered) the unpaid balance due to the Consultant under this Agreement at the date of termination.

15. INDEMNITY

15.1 Indemnity Provisions

- (a) Subject to clause 10 (b) the Consultant agrees to indemnify the Principal from and against any:
 - (i) Liability incurred by the Principal;
 - (ii) Loss of or damage to property of the Principal; or
 - (iii) Loss or expense incurred by the Principal in dealing with any claim against it including legal costs and expenses on a solicitor/own client basis and the cost of time spent, resources used or disbursements paid by the Principal, arising from:
 1. Any negligent or wilful act or omission by the Consultant, its officers, employees, agents or subcontractors in connection with this Agreement;
 2. Any breach by the Consultant of its obligations or warranties under this Agreement;
 3. Any improper use or improper disclosure by the Consultant, its officers, employees, agents or subcontractors of information held or controlled in connection with this Agreement; or
 4. The use by the Principal of the Contract Material,
Irrespective of whether there was fault on the part of the person whose conduct gave rise to that liability, loss or damage, or loss or expense.
- (b) The Consultant's liability to indemnify the Principal under clause 10(a) will be reduced proportionately to the extent that any negligent or wilful act or omission of the Principal contributed to the relevant liability, loss or damage, or loss or expense.
- (c) The right of the Principal to be indemnified under this clause 10 is in addition to, and not exclusive of, any other right, power or remedy provided by law, but the Principal is not entitled to be compensated in excess of the amount of the relevant liability, loss or damage, or loss or expense.

- (d) In this clause 10, "Principal" includes officers, employees and agents of the Principal.
- (e) This clause 10 will survive the expiration or termination of this Agreement.

16. DISPUTE RESOLUTION

- (a) The parties agree that any dispute arising during the course of this Agreement will be dealt with as follows:
 - (i) First, the party claiming that there is a dispute will send to the other a notice setting out the nature of the dispute;
 - (ii) Secondly, the parties will try to resolve the dispute by direct negotiation, including by referring the matter to persons who may have authority to intervene and direct some form of resolution;
 - (iii) Thirdly, the parties have 10 business days from the sending of the notice to reach a resolution or to agree that the dispute will be submitted to mediation or some other form of alternative dispute resolution procedure; and
 - (iv) Lastly, if:
 - 1. There is no resolution or agreement; or
 - 2. There is a submission to mediation or some other form of alternative dispute resolution procedure, but there is no resolution within 15 business days of the submission, or such extended time as the parties may agree in writing before the expiration of the 15 business days, then, either party may commence legal proceedings.
- (b) Despite the existence of a dispute, the Consultant will (unless requested in writing not to do so) continue to perform the Services.
- (c) This clause 11 does not apply to:
 - (i) Action by either party under or purportedly under clause 9.2, or
 - (ii) Action by the Principal under or purportedly under clause 5 or clause 9.1;
 - (iii) Nor does it preclude either party from commencing legal proceedings for urgent interlocutory relief.

17. CONDUCT AT PRINCIPAL'S PREMISES

The Consultant agrees that when using the Principal's premises or facilities for the purposes of the Consultancy Services, it will comply with all reasonable directions and procedures relating to work health, safety and security in operation at those premises or in regard to those facilities (including the Principal's smoke-free work-place policy) whether specifically drawn to the attention of the Consultant or as might reasonably be inferred from the circumstances.

18. DISCONTINUANCE OF PRINCIPAL

If the Principal:

- (a) Is reconstituted, renamed or replaced or if its powers or functions are transferred to another entity, then this Agreement is deemed to refer to that new entity; or
- (b) Ceases to exist, then this Agreement is deemed to refer to that entity which serves substantially the same purpose or object as the Principal.

19. JURISDICTION

This Agreement will be governed by and construed in accordance with the laws applicable to the State of South Australia.

20. SEVERABILITY

Any clause of this Agreement, which is invalid, may be severed from this Agreement without affecting the validity of the remaining provisions of this Agreement.

21. WAIVER

Any waiver by either party of a right under this Agreement will not amount to a waiver of a future right under this Agreement.

22. SPECIAL CONDITIONS

Any special conditions are set out in Item 8 of the Schedule, and are incorporated in this Agreement as if set out herein.

23. NOTICES

The address of the parties for the purposes of giving any notice shall be set out in item 5 of the Schedule or as may from time to time be specified in writing between the parties.

24. COVID-19

The Consultant acknowledges and agrees that it enters into this agreement with knowledge of the existence and impact of the COVID-19 pandemic in the State of South Australia, Australia and the world as at the date of this agreement (Existing Conditions), and has had regard to those Existing Conditions in entering into this agreement.

Ac.care requires the Contractor and its employees and sub-contractors to implement all advice and measures announced by the South Australian or Australian governments to reduce the spread of COVID-19 (COVID-19 Measures).

For directions as applicable made pursuant to the South Australian Public Health Act 2011 and the Emergency Management Act 2004, refer to <https://www.covid-19.sa.gov.au/emergency-declarations>.

EXECUTED for and on behalf of Anglican Community Care incorporated

by

Date:

EXECUTED for and on behalf of

by

Date

THE SCHEDULE

| Item Number | Item | Details |
|-------------|------------------------------------|--|
| 1. | Term | a) Initial Term: b) Renewal Term: |
| 2. | Service Fee | <i>[insert]</i> |
| 3. | Payment Terms | <i>[insert timeframes for invoicing, e.g.</i> Supplier may invoice upon completion to Customer reasonable satisfaction of milestones 1, 2 & 3 as specified in the Service Specification.] <i>[insert timeframes and milestones for payment, e.g.</i> Payment for all invoices issued by Supplier must be made in full by Electronic Funds Transfer to the bank account nominated by the Supplier.] |
| 4. | Key Personnel | <i>[Insert names of Key Personnel].</i> |
| 5. | Services & Deliverables | <i>[Insert the name of the Service]</i> <ul style="list-style-type: none"> • Description - <i>[Insert a description of the Service, including where it is to be provided]</i> • Deliverables - <i>[List any particular Deliverables (e.g., product or building work) that is to be supplied in connection with this Service and the Specifications for those Deliverables]</i> • Due Dates - <i>[Set out any Due Dates which the Supplier must meet in providing this Service (e.g., a date when delivery of a Deliverable is required)]</i> • Exclusions - <i>[If applicable, set out a detailed description of what is not included within the scope of this Service]</i> <i>[Repeat for each type of Service being provided]</i> |

SECTION E – CONFIDENTIALITY AGREEMENT

Confidentiality Agreement: Supplier

Preamble

An essential requirement of those supplying services to ac.care is strict confidentiality in regard to information obtained while supplying this service. Information that relates to staff, clients or the business or management affairs of the service are deemed to be strictly confidential.

All suppliers to Anglican Community Care Inc. are required, as a condition of their service or employment, to sign the confidentiality agreement which follows.

This agreement does not prevent the disclosure of information when:

1. The provision of information is required by law such as in a subpoena
2. The mandatory reporting of child protection issues
3. The provision of information to the police where such information will have direct and beneficial consequences in regard to the health, welfare or personal safety of a person, whether or not a client of Anglican Community Care Inc.

This confidentiality agreement shall be binding on a person/supplier notwithstanding that they are no longer a supplier to Anglican Community Care Inc.

Failure to comply with this confidentiality agreement may lead to the following consequences:-

- In the case of a supplier/ employee:- termination of that employment
- In any case where the person is no longer a supplier to Anglican Community Care Inc – legal action.

The signing of this confidentiality agreement shall be conclusive proof that the person signing has read and understands the above information.

I, _____

of _____

being associated with ac.care in the following capacity: Supplier acknowledge that I have read, understood and agree to comply with the confidentiality requirements of the organisation.

Signature _____

Date _____

Name _____

Witness Signature _____

Date _____

Name _____