

**Victorian Property Fund Grants Program
Financial Counselling Funding Round 2024-25**

Conditions of Participation

July 2024

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Conditions of Participation

1. General Conditions

1.1. Organisations wishing to participate in the Financial Counselling Funding Round 2024-25 Expression of Interest process (the EOI Process) should submit their response to the Expression of Interest (Response) in accordance with the requirements set out in the for Expression of Interest (EOI), this Conditions of Participation document, and the Response and Certification form (together, the EOI Documents). Respondents are deemed to have:

- 1.1.1. Examined the EOI Documents and any other information made available by Consumer Affairs Victoria (CAV) to the Respondent for the purpose of responding.
- 1.1.2. Satisfied themselves as to the correctness and sufficiency of their Response.

1.2. It is the responsibility of all Respondents to:

- 1.2.1. understand the requirements of the EOI Documents and any other reference documentation or other information in relation to the EOI;
- 1.2.2. ensure that their Response addresses all the information requested in the EOI Documents, is presented in the required format, substantially conforms with page or word limits (if specified), and is accurate and complete;
- 1.2.3. make their own enquiries and assess all risks regarding the EOI Process;
- 1.2.4. ensure that they comply with all applicable laws with regard to preparing their Response and participating in the EOI Process (including Chapter 2 of the *Australian Consumer Law and Fair Trading Act 2012 (Vic)*);
- 1.2.5. meet all costs and expenses related to the preparation and lodgement of its Response, any subsequent negotiation, and any future process connected with or relating to the EOI Process;
- 1.2.6. ensure that their Response remains valid for a minimum of 120 days from the Response Closing Date; and
- 1.2.7. provide additional information in a timely manner as requested by CAV.

1.3. Response Evaluation Process

- 1.3.1. CAV will evaluate Responses with reference to the assessment criteria stipulated at Section 4 of the EOI. In the event that one or more of the evaluation criteria are subjective, then CAV reserves the right to exercise discretion.
- 1.3.2. Responses that do not meet mandatory criteria listed in Section 3 will be considered non-compliant and not evaluated further.
- 1.3.3. For the purposes of assessing value for money criterion, 'value for money' is a measurement of financial and non-financial factors, including:

The extent the proposal will deliver quantitative benefits, such as client numbers or projected client numbers, and; the extent the proposal will deliver desired qualitative outcomes for Victorians, such as relieving financial hardship, integration with other support services, locality factors, performance standards and risks profile.

- 1.3.4. CAV may, but is not bound to, short-list, select as successful, or accept the Response offering the lowest price (if applicable).
- 1.3.5. Clarification of Responses: Where, in the opinion of CAV, a Response is unclear, CAV may seek clarification from the Respondent. Failure to clarify the Response to the satisfaction of CAV may result in the Response being rejected.
- 1.3.6. Acceptance: Non-complying Responses may be rejected. CAV is not obliged and reserves the right not to accept any Response.
- 1.3.7. CAV may in its absolute discretion:

- reject a Response that is not duly signed, does not include all the information requested, or is not in the format required;
 - after concluding a preliminary evaluation, reject any Response that in its opinion is unacceptable;
 - disregard any content in a Response that is illegible without any obligation whatsoever to seek clarification from the Respondent;
 - request clarification of a Response, or the amendment and resubmission of a Response considered unclear;
 - disqualify an incomplete Response or evaluate it solely on the information contained within the Response;
 - alter the structure and/or the timing of the EOI or the EOI Process;
 - vary or extend any time or date specified in the EOI for any or all Respondents.
- 1.3.8. Notification: All Respondents will be advised in writing of the outcome of the evaluation of their Response.
- 1.3.9. A Response will not be deemed to be unsuccessful until such time as the Respondent is formally notified of that fact by CAV in writing.
- 1.4. Expression of Interest
- 1.4.1. Status: The EOI is not an offer. The EOI is an invitation to Respondents to submit a Response to the Expression of Interest for the provision of the services or activity described in the EOI.
- 1.4.2. Accuracy: While all due care has been taken in connection with the preparation of the EOI Documents, CAV does not warrant the accuracy of their content and will not be liable for any error or omission.
- 1.4.3. Additions and amendments: CAV reserves the right to change any information in the EOI Documents, including the conditions of participation and the response evaluation process, or to issue addenda to the EOI Documents.
- 1.4.4. Representations: Verbal explanations, representations or instructions given to the Respondent shall not bind CAV. No explanation, representation or instruction made by or on behalf of CAV in relation to the EOI Process (or its subject matter) will be binding on CAV unless that explanation, representation or instruction is expressly set out in the EOI Documents or confirmed in writing by CAV.
- 1.5. Assistance to Assess Responses
- 1.5.1. CAV reserves the right to engage representatives of other Victorian government departments or third-party consultants or contractors to assist CAV assess Responses and formal grant applications.
- 1.6. Format of Response
- 1.6.1. The Respondent must prepare their Response by completing the Response and Certification form, including providing the information requested in Schedules 1 to 6.
- 1.7. Legal Entity
- 1.7.1. The Respondent must provide evidence of its legal status. CAV can only enter into a legal agreement/contract with an organisation with legal capacity established under:
- The Associations Incorporation Reform Act 2012 (Vic);
 - The Co-operatives National Law (Victoria);
 - The Corporations Act 2001 (Cth);
 - The Health Services Act 1988 (Vic);
 - The Trustee Act 1958 (Vic); or
 - An individual Act of Parliament.
- 1.7.2. Respondents are expected to be registered for GST and hold an Australian Business Number (ABN).

2. Lodgement of Responses

- 2.1. The Respondent must lodge their Response electronically via email in accordance with the response submission requirements set out in the EOI.
- 2.2. It is the Respondent's responsibility to adhere to all response and application submission instructions, including submission times and dates specified in the Documents.
- 2.3. CAV officers cannot accept responsibility for lodging Responses on behalf of the Respondent.
- 2.4. Responses must be signed and dated by an authorised representative of the Respondent.
- 2.5. CAV will acknowledge receipt of Responses by email to the Respondent's representative.

3. Late Responses

- 3.1. Emailed Responses must be received by CAV by no later than 4pm on the Response closing date as specified in the EOI (Response Closing Time). The time to lodge responses may be extended by CAV in its absolute discretion.
- 3.2. The determination of CAV as to the actual time that a Response is received is final. All late Responses will be recorded by CAV. CAV will notify any Respondent whose Response is received late.
- 3.3. Subject to CAV's sole discretion, Responses lodged late or in a manner that is contrary to the submission requirements specified in the EOI will not be considered unless:
 - 3.3.1. the Respondent can clearly document to the satisfaction of CAV that an event of exceptional circumstances caused the Response to be lodged late; and
 - 3.3.2. CAV is satisfied that accepting a late submission would not compromise the integrity of the EOI Process.

4. Errors in a Response

- 4.1. If a Respondent identifies an error in their Response (excluding clerical errors which would have no bearing on the evaluation), they must promptly notify CAV.
- 4.2. CAV may permit a Respondent to correct an unintentional error in their Response where that error becomes known or apparent after the Response Closing Time, but may refuse to permit a correction if CAV reasonably considers that the correction would materially alter the Response.

5. Requests for Further Information

5.1. Clarification Processes

- 5.1.1. Prospective Respondents may request clarifications regarding the EOI Process up to the End of Clarification Period as set out in the EOI.
- 5.1.2. Oral explanations or instructions given to prospective Respondents shall not bind CAV.

5.2. Additional Information Required by CAV

- 5.2.1. If requested by CAV, the Respondent will supply any additional information reasonably required to supplement the Response. CAV may seek written information and/or interviews to obtain such additional information at no cost to CAV.
- 5.2.2. CAV may invite some or all Respondents to give a presentation to CAV in relation to their Responses. CAV is under no obligation to invite any presentations from the Respondent.
- 5.2.3. CAV may also request some or all Respondents to:

- conduct a site visit;
- provide references; and/or
- make themselves available for panel interviews.

6. Reservations

6.1. Withdrawal from Process

- 6.1.1. A Respondent who wishes to withdraw a previously submitted Response must immediately notify CAV. Upon receipt of such notification, CAV will cease to consider the Response.

6.2. CAV's rights

- 6.2.1. Notwithstanding anything else in this document, and without limiting its rights at law or otherwise, CAV reserves the right, at its absolute discretion at any time, to:
- cease to proceed with, or suspend the EOI Process;
 - alter the structure, including the conditions of participation of the EOI Process;
 - vary or extend any time or date specified in the EOI;
 - terminate the participation of any Respondent or any other person in the EOI Process;
 - require additional information or clarification from any Respondent or any other person or provide additional information or clarification;
 - negotiate with one or more Respondents in relation to some and not all of the scope of activity described and allow any Respondent to alter its Response;
 - accept Responses in relation to some and not all of the scope of activity described;
 - invite one, more than one, or no organisations to formally apply for a VPF Grant Application on the basis of the Responses received;
 - reject any Response that does not comply with the requirements of the EOI Documents; or
 - consider and accept or reject any alternative Responses.

7. Conflicts of Interest

7.1. Declaration

- 7.1.1. Respondents must declare in writing to CAV any matter or issue which is, may be perceived to be, or may lead to, a conflict of interest regarding their Response or participation in the EOI Process.

8. Ownership and Intellectual Property

8.1. Ownership of documentation

- 8.1.1. The EOI Documents are the property of CAV. The Respondents shall not, without written authority from CAV, use the EOI Documents for any purpose other than for responding to the EOI.
- 8.1.2. The contents of the Respondent's Response and any additional documents provided to CAV to support the Response remain the property of the Respondent, including intellectual property in any reports or data.

9. Confidentiality and Disclosure of Response contents

9.1. Responses Treated as Confidential

CAV will treat Responses as confidential and will not disclose the information contained in a Response, except:

- as required by law (including, for the avoidance of doubt, as required under the Freedom of Information Act 1982 (Vic));
- for the purpose of investigations by the Australian Competition and Consumer Commission or other government authorities having relevant jurisdiction;
- to external consultants and advisers engaged to assist with evaluating the Responses or otherwise assisting completion of the EOI Process;
- to other government departments or agencies or ministerial advisory committees assisting with the assessment or evaluation of Responses, verification of information contained in Responses, or otherwise in connection with the EOI Process; or
- general information from Respondents required to be disclosed by government policy.

10. Lobbying

10.1. Any Respondent who attempts to exert influence on the outcome of the EOI Process by lobbying, directly or indirectly, Members of Parliament or ministerial or departmental staff, will be disqualified from the EOI Process.

10.2. A Respondent who offers ministerial or department staff anything that, in the opinion of CAV, could undermine the impartiality of the EOI Process, and/or could create an actual or a perceived conflict of interest (including but not limited to offers of gifts, hospitality, and favours), will be disqualified from the EOI Process.

11. Anti-competitive conduct

11.1. The Respondents and their respective officers, employees, agents and advisers must not engage in any collusion, anti-competitive conduct or any other similar conduct with any other Respondent or any other person in relation to the preparation, content or lodgement of their Response. In addition to any other remedies available to it under law or contract, CAV may, at its absolute discretion, immediately disqualify a Respondent that it believes has engaged in such collusive or anti-competitive conduct.

12. Respondent Warranties

12.1. By submitting a Response, a Respondent warrants that:

- 12.1.1. it did not rely on any express or implied statement, warranty or representation, whether oral, written, or otherwise made by or on behalf of CAV, its officers, employees, agents or advisers other than any statement, warranty or representation expressly contained in the EOI Documents or written communication from CAV to the Respondent;
- 12.1.2. it did not seek or use the improper assistance of CAV employees or information unlawfully obtained from CAV or any other person in compiling its Response;
- 12.1.3. it has examined the EOI Documents and any other information made available in writing by CAV to Respondents for the purposes of submitting a Response;
- 12.1.4. it has sought and examined all necessary information which is obtainable by making reasonable enquiries relevant to the risks and other circumstances affecting its Response;
- 12.1.5. it has otherwise obtained all information and advice necessary for the preparation of its Response;
- 12.1.6. it is responsible for all costs and expenses related to the preparation and lodgement of its Response, any subsequent negotiation, and any future process connected with or relating to the EOI Process;
- 12.1.7. it otherwise accepts and will comply with the rules set out in the EOI Documents;
- 12.1.8. it will provide additional information in a timely manner as requested by CAV to clarify any matters contained in the Response; and
- 12.1.9. it is satisfied as to the correctness and sufficiency of its Response.

13. Complaints

13.1. CAV places a high level of importance on the way it conducts procurement and grant processes and how it interacts with the market.

13.2. A Respondent with a complaint about this EOI Process which has not been resolved in the first instance with the CAV Representative must follow the following complaints process:

13.3. *Documentation required from a complainant.* The complaint should be in the form of a letter or email and include the following:

- 13.3.1. A concise written statement clearly setting out the basis and specific details for the complaint;
- 13.3.2. How the subject of the complaint and the specific issues affect the person or organisation making the complaint;
- 13.3.3. Any relevant background information including prior actions or correspondence involving CAV in relation to the issue;
- 13.3.4. The outcome desired by the person or organisation making the complaint; and
- 13.3.5. Copies of all relevant documentary evidence supporting the complaint.

13.4. Time Period for Complaints

- 13.4.1. Complainants are encouraged to submit their complaint during the Response evaluation period, before the EOI Process is finalised. However, complainants may choose to submit complaints to CAV at any stage.
- 13.4.2. Written complaints should be received within 5 working days of the complainant's initial contact with CAV regarding the complaint. Any delays are likely to adversely affect the timeliness of CAV's response and any proposed remedial actions.

13.5. All documents pertaining to the complaint should be addressed as follows:

The General Manager
Funded Services Branch
Consumer Affairs Victoria
Email: fundedservices@justice.vic.gov.au

13.6. CAV will aim to address the complaint within 10 business days; however, if a resolution within this timeframe is unlikely, the complainant will be advised of an alternative timeframe.

13.7. If the complainant is not satisfied with the outcome, the complainant can request a secondary independent internal review, which will be managed by the Department of Government Services Office of Chief Procurement Officer and/or the Probity Practitioner (if appointed). The complainant must confirm that it wishes to have a secondary review within a reasonable time of receiving the outcome from the General Manager, Funded Services.

13.8. All complaints received will be managed according to the Department of Government Services Information Management Policy. The identity of a complainant may be made known to the State if it is necessary for any issues raised to be satisfactorily addressed and rectified.