

Tender: Regional Incubation Facilitators

Department of Industry, Innovation and Science

Innovation Programmes

RFT No. PRI-00003859

Region: c(iv) South West VIC and South East SA (plus TAS)

To whom it may concern,

I am pleased to tender for the Regional Incubator Facilitator's role in South West VIC and South East SA.

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I believe I would be well suited to and enjoy the role. My experience of s 47F, s 47G will be of great benefit to regional areas and I am excited to share that.

Sincerely,

s 47F

Attachment 1 – Checklist

The following checklist is provided to assist in preparing and submitting a tender. The checklist is a guide only. Tenderers should satisfy themselves that they have met all conditions in this RFT, and should not rely on the checklist for this purpose. The tenderer should complete and submit this checklist with its tender.

| | Action | Reference | Completed Y/N |
|-----|---|------------------------------|------------------|
| | Before submitting a tender | | |
| 1. | Read the RFT including the Schedule and Attachments | - | Y |
| 2. | Confirm the tenderer satisfies the Conditions for Participation | clause 11 | Y |
| 3. | Meet the minimum content and format requirements | clause 12.1 | Y |
| 4. | Note the Closing Time | front page | Y |
| 5. | Note the permitted method for lodging a tender | clause 14 | Y |
| 6. | Note the Department's evaluation process | clauses 16, 17 and 18 | Y |
| 7. | Attend the industry briefing (if any) | Clause 8 | NA |
| 8. | Consider seeking independent professional advice | clause 9 | Y |
| 9. | Check that all addenda have been received | clause 6 | Y |
| | Submitting a tender | | |
| 10. | Complete the tenderer response form | Attachment 2 | Y |
| 11. | Prepare the document addressing the Conditions for Participation | Attachment 3 | Y |
| 12. | Prepare the document on the tenderer's capability | Attachment 4 | Y |
| 13. | Prepare the document on the tenderer's capacity | Attachment 5 | Y |
| 14. | Prepare the document on insurance. If the tender does not include this, the tenderer is taken to that confirm it and any subcontractors can meet the Department's proposed insurance requirements | Attachment 7, clause 12.2(c) | Y |
| 15. | Complete the compliance statement. If the tender does not include this, the tenderer is taken to agree with all provisions of the Draft Form of Contract | Attachment 8, clause 12.2(d) | NA |
| 16. | Prepare the document on confidentiality. If the tender does not include this, the tenderer is taken to agree that none of the information in its tender is confidential | Attachment 9, clause 12.2(e) | NA |
| 17. | Prepare a copy of the tender for your records | - | Y |

| | Action | Reference | Completed Y/N |
|-----|---|-----------|------------------|
| 18. | Ensure the tender: <ul style="list-style-type: none"> • is free from anything that might reasonably affect useability, security or operations of AusTender or the Department's computing environment • does not contain macros, script or executable code • complies with the file type, format, naming conventions and size limitations | clause 14 | Y |
| 19. | Submit the tender, including this attachment. | - | |

Attachment 2 – Tenderer Response Form

The Tenderer must complete and submit this Tenderer Response Form with its tender.

1. **RFT No.** PRI-00003859

2. **Tenderer name**

| | | |
|-----------------------------------|--------------------------|---------------|
| If a company | Company name | To be advised |
| | ACN | |
| If a partnership | Trading name (if any) | |
| | Full name of partners | |
| If a sole trader | Trading name | s 47F |
| | Full name of sole trader | s 47F |
| If any other type of organisation | Name of organisation | |
| | Type of organisation | |

3. **ABN** s 47F

4. **Trust status**

If the Tenderer is a trustee and is tendering as trustee of the trust

Name of trust NA

Note that the Draft Form of Contract requires a Tenderer who is a trustee to warrant that it enters into the contract personally and in its capacity as trustee.

5. **Contact for liaison and notices**

| | |
|----------------|-------|
| Name | s 47F |
| Postal Address | s 47F |
| Telephone | s 47F |
| Facsimile | |
| Email | s 47F |

6. **Small to medium enterprise**

Is the Tenderer a small to medium enterprise (ie an entity employing fewer than 200 full time equivalents)?

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Is the Tenderer a Small Business (ie an entity employing fewer than 20 full time equivalents)? Note: If the enterprise is associated with one or more other entities, this test is applied to the group of associated entities as a whole (see clause 29 of the RFT).

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7. Electronic payment

Is the Tenderer willing and able to accept electronic payment?

Y

8. Conflicts of interest

The Tenderer confirms that there are no circumstances or relationships which constitute or may constitute a conflict or potential conflict of interest in relation to this RFT or the Tenderer's obligations under any contract resulting from this RFT other than:

Nil

The Tenderer undertakes to advise the Department in writing of any additional actual or potential conflicts of interest immediately after becoming aware of it.

9. Confirmation

9.1 The Tenderer:

- (a) offers to supply the services described in the RFT at the prices specified in the tender;
- (b) confirms that the tender remains valid and open for acceptance by the Department for a period of six months from the Closing Time;
- (c) confirms that it and any proposed subcontractors are not currently named as non-compliant with the *Workplace Gender Equality Act 2012* (Cth);
- (d) confirms that in dealing with its employees and independent contractors, the Tenderer has due regard to Commonwealth policies on the engagement of workers and that the Tenderer complies with Commonwealth policies on the engagement of workers, including obligations under the *Work Health and Safety Act 2011* (Cth) and relevant work health and safety laws;
- (e) confirms that it and any proposed subcontractors are not insolvent, bankrupt, in liquidation, or under administration or receivership;
- (f) confirms that it and any proposed subcontractors consent to the public disclosure of the name, ABN and address of, and work to be performed by, a subcontractor if the Tenderer is selected to enter into a contract with the Department for the provision of the goods or services described in this RFT;

- (g) confirms that it and any proposed subcontractors do not have any judicial decision against them (not including decisions under appeal) relating to employee entitlements in respect of which they have not paid the claim;
- (h) confirms its capacity to tender and enter into a contract in the Draft Form of Contract and that there is no restriction under any relevant law to prevent it from tendering; and
- (i) consents to the Department undertaking checks in accordance with this RFT.

9.2 The Tenderer warrants that neither the Tenderer nor any of its officers, employees, agents, and subcontractors has, in relation to the preparation, lodgement or assessment of the tender:

- (a) improperly obtained confidential information;
- (b) received improper assistance;
- (c) engaged in collusive tendering, anti-competitive conduct or other similar conduct with any other tenderer or other person; or
- (d) attempted to improperly influence an officer of the Department or approached any Commonwealth officer (other than as permitted by the RFT).

9.3 The Tenderer notes that giving false or misleading information is a serious offence, and confirms that all information in its tender is true and correct in every material respect.

9.4 **Compliance with the *Workplace Gender Equality Act 2012 (Cth)***

Under Australian Government procurement policy, tenderers are obliged to indicate whether or not their organisation is covered by the *Workplace Gender Equality Act 2012 (Cth)* (the **WGE Act**). An organisation is covered by the WGE Act if it is a 'relevant employer', defined as being a non-public sector employer (including higher education institutions, trade unions and not-for-profit organisations) of 100 or more employees in Australia. For information about the coverage of the WGE Act, contact the Workplace Gender Equality Agency on (02) 9432 7000.

Please mark one of the following:

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- (a) Yes, I am a relevant employer. I have attached a current letter of compliance as part of this submission which indicates my compliance with the *Workplace Gender Equality Act 2012 (Cth)*.
- (b) Yes, I am a relevant employer. I will be providing a current letter of compliance prior to contract.
- (b) No, I am not a relevant employer.

10. Signature on behalf of Tenderer

[Note: To be signed by the Tenderer personally, or if the Tenderer is not an individual, by someone authorised to sign on behalf of the Tenderer, eg managing director]

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Signature

Name

s 47F

Position

Attachment 3 – Conditions for Participation

1. The Tenderer must provide a document addressing the Conditions for Participation.

It is a condition of participation that tenderers must be a body corporate under the Corporations Act 2001 or be prepared to become a body corporate under the Corporations Act 2001 prior to being engaged as a Facilitator.

Please provide evidence of that you are currently a body corporate under the Corporations Act 2001 (i.e. your Certificate of Incorporation) or a statement confirming that you are prepared to become a body corporate prior to being engaged as an Facilitator.

I declare the following:

1. I am not named as not complying with the Workplace Gender Equality Act 2012.
2. I have due regard to Commonwealth policies on the engagement of workers.
3. I am not insolvent, bankrupt, in liquidation, or under any administrative receivership.
4. I am prepared to become a body corporate under the Corporations Act 2001 prior to being engaged as a Facilitator.

Attachment 4 – Capability

1. The Tenderer must provide a document including the information on the Tenderer's capability as outlined below noting this must be covered at the individual level.
2. The Tenderer should demonstrate its capability to provide the services in accordance with the Statement of Requirement.
3. The Tenderer must provide:
4. Capability – Most Important
 - (a) Demonstrated experience, expertise and understanding for all key services listed in the Statement of Requirement - Schedule 1 including:
 - (i) curriculum vitae including experience in providing similar services for a minimum of 3 years, including purchaser, period and value
 - (ii) information on the length of employment (including names of employers) and positions held for a minimum of 7 years; and
 - (iii) contact details for at least 3 referees for whom the Tenderer has provided similar services;
 - (iv) information detailing how the Tenderer proposes to provide the services to regional areas
 - (v) Information on how the Tenderer will manage and control the provision of the services
 - (b) Demonstrate and have the ability to develop and maintain domestic and international professional networks in the innovation and/or entrepreneurial community, and demonstrate high-level knowledge and/or experience in operating principles of incubators and accelerators.
 - (c) Demonstrated knowledge of and/or experience with regional economic development, and ability to encourage links between business, industry, universities and research institutions and all levels of government.
5. Capability – Desirable
 - (a) Demonstrated high-level knowledge and/or experience in government granting programmes, including interpretation of Programme Guidelines, review and feedback of applications and delivery of services.
 - (b) Hold tertiary qualifications in a relevant area and/or equivalent experience.

A Tenderer's response to Capability should be no longer than 2500 words (not including attachments).

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Capability – Most Important

(a) i to iii

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(a) iv and v

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(b) and (c)

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Capability – Desirable

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Attachment 5 – Capacity

1. The Tenderer must provide a document including the information on the Tenderer's capacity as outlined below noting this must be covered at the individual level.
2. The Tenderer should demonstrate its capacity to provide the services in accordance with the Statement of Requirement.
3. Capacity – Most Important
 - (a) Capacity to provide face-to-face Regional Incubator Facilitator services to clients based in regional areas as defined by the Department.
 - (b) The ability to travel extensively to facilitate Incubator Support initiative projects and provide services to clients.
 - (c) Hours of availability. Does the tenderer intend to provide services on a full or part-time basis?

A Tenderer's response to Capacity should not be longer than 600 words.

4. The Tenderer and any subcontractors proposed, having due regard to the *Work Health and Safety Act 2011* (Cth), has assessed the goods and or services to be provided against the statement of requirement to ensure, so far as is reasonably practicable, the health and safety of workers and workplaces.

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Attachment 6 – Price

The Regional Incubator Facilitator will be engaged with an annual service fee of \$165,000 (inclusive of GST) for a period of up to three years. The service fee will be pro-rated based on the number of days a week the service provider proposes to provide services (from a minimum of three days up to a maximum of five business days per week). The Regional Incubator Facilitator will be paid monthly upon the receipt of a Recipient Created Tax Invoice.

All expenses related to travelling for work, including the use of personal car, will be reimbursed upon receipt of a Recipient Created Tax Invoice at the end of the month to an annual maximum of \$55,000 (inclusive of GST).

The Facilitator will be engaged by the Commonwealth under a standard agreement for the provision of services. Service fees and performance bonus arrangements will be set by the terms of the Contract.

No response is required for Attachment 6.

Attachment 7 – Insurance

1. If the tender does not include a document including the information on insurance as outlined below, the Tenderer is taken to confirm that it and any subcontractors can meet the Department's proposed insurance requirements.
2. The Department proposes that the following insurance requirements apply under the contract with the successful tenderer:
 - (a) Workers compensation insurance as required by law
 - (a) public liability insurance for an insured amount of \$10 million per claim;
 - (b) professional indemnity or errors and omissions insurance for an insured amount of \$5 millions per claim.
3. The Tenderer should:
 - (a) confirm that it and any subcontractors can meet the Department's proposed insurance requirements; or
 - (b) propose alternative insurance requirements.

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Attachment 8 – Compliance statement

1. If the tender does not include a document addressing the information on compliance as outlined below, the Tenderer is taken to agree with all provisions of the Draft Form of Contract.
2. Using the compliance table in this Attachment 8, the tender should state any provisions of the Draft Form of Contract with which the Tenderer partially agrees or does not agree or considers are not applicable (ie the compliance table is to be completed on an exceptions basis).
3. If the Tenderer partially agrees or does not agree with a provision, it should provide the reason why, the relevant qualification, any proposed change to the Draft Form of Contract and any differences in costs or pricing associated with those changes.
4. If the tender states that a particular provision is not applicable, it should also state the reason why.
5. In this Attachment:
 - (a) **“agrees”** means that the contractual condition, obligation, characteristic or performance requirement imposed by the provision in the Draft Form of Contract *can be met by the Tenderer with no qualifications*;
 - (b) **“partially agrees”** means that the contractual condition, obligation, characteristic or performance requirement imposed by the provision in the Draft Form of Contract *can be substantially met by the Tenderer, subject to certain qualifications*;
 - (c) **“does not agree”** means that the complete contractual condition, obligation, characteristic or performance requirement imposed by the provision in the Draft Form of Contract *could not be met by the Tenderer or the Tenderer does not agree to meet it*, and
 - (d) **“not applicable”** means that, due to the nature of the offer, or of the Tenderer, the question of adherence to the provision in the Draft Form of Contract does not arise.

Compliance table:

The Tenderer agrees with all provisions of the Draft Form of Contract other than as follows:

| Provision (eg clause, paragraph...) | Partially agrees/does not agree/not applicable | Reasons/qualification | Proposed alternative wording | Differences in costs or pricing |
|-------------------------------------|--|-----------------------|------------------------------|---------------------------------|
| Nil | | | | |
| | | | | |
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Attachment 9 – Confidential information

1. The Tenderer should specify any information contained in the tender that it considers should be protected as confidential information.
2. The Tenderer should provide reasons why this information should be protected as confidential information and the period for which the Tenderer proposes it be protected.
3. Note that the Department will consider each request to keep information confidential on its merits. Whether or not the Department will agree to a request to keep information confidential will depend on the circumstances and negotiations with the successful tenderer.
4. The Department reserves the right, in its discretion, to accept or refuse a request to treat information as confidential.
5. See clause **Error! Reference source not found.** for further information.
6. If the tender does not include a document addressing the information on confidential information as required by this Attachment 9, the Tenderer is taken to agree that none of the information in its tender is confidential.

| Item | Reason | Period |
|------|--------|--------|
| Nil | | |
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