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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,

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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 environmentdoes not contain macros, script or executable codecomplies 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

ACN

If a Trading name (if any)

partnership Full name of partners

If a sole Trading name

trader Full name of sole trader

If any other Name of organisation

type of Type of organisation

To be advised

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3. **ABN**

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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

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Postal Address

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Telephone

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Facsimile

Email

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6. **Small to medium enterprise**

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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.

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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

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Name

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.

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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.

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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				

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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Regional Incubator Facilitators

The Australian Government engages the services of four expert Regional Incubator Facilitators to help existing and aspiring regional incubators access Incubator Support initiative funding.

The facilitators are experienced entrepreneurs that have run successful incubators or start-ups, so they have the knowledge, experience and international networks to help regional incubators overcome the challenges they face to setup and prosper.

Regional Incubator Facilitators assist all [regional](#) applicants by:

- providing advice, mentoring and specialist expertise
- helping them to develop their professional networks and national and international connections
- encouraging joint applications and boosting knowledge sharing between regional and metropolitan incubators

They also provide feedback on draft New and Existing Incubator applications (including metropolitan applications), and assist in providing feedback to unsuccessful applicants.

If you would like to speak with one of the Regional Incubator Facilitators directly, please email incubator.support@industry.gov.au and the team will put you in contact.

The Regional Incubator Facilitators



Andrew Outhwaite - Southern WA

Andrew Outhwaite is dedicated to growing ventures and incubators that are good for their communities, businesses and the nation. He developed his commercial and social skills through being a successful social entrepreneur, professional facilitator and independent adviser to start-ups, corporates and governments. His experience includes five years working in Europe and 10 in regional Western Australia. He co-founded Pollinators Inc., designed several accelerator and training programs, and has worked with hundreds of early stage ventures. He has also co-authored publications on innovation and sustainability, and played key roles in several global practitioner networks.

He is the current Chair of StartupWA and a past director of banks, schools and environmental NGOs. His qualifications include a Masters in Strategic Leadership Towards Sustainability from Sweden, Honours in Marine Science from the University of Western Australia, and professional accreditations in training, leadership, governance, facilitation and social benefit.



Brad Twynham - Central and Northern NSW and Southern QLD

Brad Twynham is a technology entrepreneur and innovator, strategy consultant and investor/Board Director with over 25 years working and consulting in the areas of enterprise technology adoption and enterprise operating model transformation, health, agriculture, and education technologies, neural networks, blockchain, big data and artificial intelligence.

He has founded and built technology companies and has advised senior executives on significant technology transformation initiatives around the world for organisations such as Singtel Optus, Swisscom, Union Bank of Switzerland, Visa, Commonwealth Bank of Australia and Allianz. He has also raised in excess of US \$25M to fund technology start-ups and built companies that have delivered significant value to their customers and stakeholders.

In 2015, on returning to Australia after several years living in Los Angeles, he founded a thought leadership and consulting practice focused on the correlation between performance and innovation at both a personal and organisational level. Since founding this business Brad has assisted several start-ups scale internationally and raise significant seed capital to scale out their ventures. He has consulted to a number of large corporations as the entrepreneur in residence to their senior executive teams and boards and frequently keynotes at conferences. He is also an active mentor and facilitator at incubators such as Muru D and The Hatchery.

Brad sits on a number of boards including the Hunter New England and Central Coast Primary Health Network, Central Coast Montessori Primary School and chairs the board of Conscious Capitalism Australia and New Zealand.



Daniel Smith - Eastern SA and Western VIC

Daniel Smith is an experienced facilitator of business start-up programs including those at the South Australian Chamber of Commerce, universities and international accelerators. Most recently Daniel was the Australian Country Manager for one of the largest start-up accelerators in the world. He is a Churchill Fellow and studied entrepreneurial support programs for young people throughout the UK and USA in 2011.

He has volunteered as a judge for various start-up programs and competitions including The University of Adelaide's eChallenge, Australia and France and the NASA Space Apps Challenge.

Daniel has a strong affinity for regional Australia having worked in horticultural and viticultural support roles early in his career as well as running a cut flower export business.



Mark Phillips - Northern QLD

Mark Phillips is an entrepreneur, investor and business mentor who has launched five international start-ups and is a firm believer that innovation is the key success factor for high growth global businesses.

In Mark's diverse career he has been an international gymnast, tax accountant, technology consultant, sales professional and business manager with KPMG, Apple and Microsoft. He has founded his own businesses spanning international tourism, technology and advisory

sectors. He opened his first overseas office in 1995 in Silicon Valley and is experienced in business in over 100 countries. For over 15 years Mark has been an active supporter of many start-up communities around the world, and has worked as an entrepreneur-in-residence, mentor & judge, and as a board member and business mentor to incubators, accelerators and start-ups.

Known for his energy, creativity and global network, Mark holds a Bachelor Degree of Accounting and is a Member of Chartered Accountants ANZ.
