



Department of Education and
Early Childhood Development

REQUEST FOR QUOTE

RFQ Reference Number: RFQ <<INSERT e.g SWR 03-11/12>> <<Enter Course Name>>

Date of Issue:

Name of Business Unit: <<YOUR BUSINESS UNIT NAME>>

Address:

Contact Person:

Telephone:

Email:

Closing Date for Quotes:

Closing Time:

Attention: <<whoever you nominate within your business unit to be the contact NAME AND EMAIL>>

PROFESSIONAL LEARNING PROVIDER PANEL

REQUEST FOR QUOTE

1. Purpose

- 1.1 The Department of Education and Early Childhood Development (**DEECD**) is requesting quotations for the provision of [insert relevant module or program].
- 1.2 This Request for Quote (**RFQ**) is issued under the DEECD Professional Learning Provider Panel (the **Panel Contract**) and is governed by the terms of the Panel Contract and the Conditions of Quote set out in Section 9 of this RFQ.

2. Scope of the Service

Panel Category: **[INSERT]** Sub-category: **[INSERT]**

In scope

The following requirements are included in the scope of this RFQ.

- 2.1 The Contractor will be required to provide DEECD's **[INSERT]**. The aim of the **[INSERT]** is to **[INSERT]**.
- 2.2 The learning objectives/understanding goals of the **[INSERT]** are to enhance participants' capacity to:
 - **[INSERT]**.
- 2.3 The Contractor will be required to provide the **[INSERT]**
- 2.4 **[INSERT]** other details of in scope Services].

Out of scope

- 2.5 The following requirements are not included in the scope of this RFQ. The Contractor will **not** be required to: **[INSERT]**.

3. Background

- 3.1 **[INSERT]** relevant background].

4. Deliverables

Content Development

- 4.1

Design development

- 4.2

Professional Learning Delivery Plan

4.3

Number and Size of Cohorts

4.4

5. Reporting Requirements

5.1 The Contractor will be required to provide reports at the intervals set out in Section 8: Milestones / Important Dates and in accordance with the reporting requirements in the Panel Contract.

6. Pricing

6.1 The Contractor is required to provide pricing details in the Contractor Response section of this RFQ.

6.2 All prices provided must be calculated in accordance with the Rates and Costs set out in Schedule 2 of the Panel Contract, including GST.

7. Evaluation Criteria

Responses to this RFQ will be evaluated on the basis of the following criteria.

- 7.1 Evidence that the contractor can deliver within the specified timeframe.
- 7.2 Evidence that all the nominated personnel are available to undertake the requirements of the RFQ.
- 7.3 Evidence that the proposed program offers value for money.
- 7.4 **[INSERT any other evaluation criteria]**

The Contractor is required to respond to the evaluation criteria in the Contractor Response section of the RFQ.

8. Milestones / Important Dates

Date	Milestone
[INSERT]	Request for Quote Closing Time
[INSERT]	Recommended Contractor notified
[INSERT]	Purchase Order negotiation and signing
[INSERT]	Program commences
[INSERT]	Detailed planning regarding the Deliverables and Service Level Requirements
[INSERT]	[INSERT relevant milestones identified in the program planning]
[INSERT]	Mid-Program Progress Report

[INSERT]	[INSERT relevant milestones identified in the program planning]
[INSERT]	Program ends
[INSERT]	End of Program Evaluation Report

9. Conditions of Quote

This RFQ is governed by the Conditions of Quote set out in Attachment A to this RFQ.

10. DEECD Contact Person

The DEECD Contact Person for this RFQ is:

Name:

Position:

Telephone:

Email:

11. Submission of Quotes

All Quotes should be submitted to [INSERT email address]

Contractors should submit their Quotes in Microsoft Word, Excel or PDF format.

Request for Quote - Attachment A

Conditions of Quote

The Request for Quote (RFQ) process will be managed in accordance with and governed by the terms and conditions set out below:

1.1 Application of the Conditions of Quotation

- 1.1.1 Participation in the RFQ process is subject to compliance with the rules contained in these Conditions of Quote. All Contractors are deemed to accept the rules contained in these Conditions of Quote from the date the Contractor receives the RFQ.
- 1.1.2 In addition to any other remedies available to it under law or contract, any failure to comply with the requirements set out in these Conditions of Quote will, in its absolute discretion, entitle DEECD to disqualify a Contractor from the RFQ process.

1.2 Submission of Quotes

- 1.2.1 Quotes must be lodged by the RFQ Closing Time and by the means specified in Section 11 of this RFQ. All Quotes must be submitted in the form of the Contractor's response section of this RFQ.
- 1.2.2 RFQ Closing Time may be extended by DEECD in its absolute discretion by providing written notice to Contractors prior to the RFQ Closing Time.
- 1.2.3 Quotes lodged after the RFQ Closing Time or lodged at a location or in a manner that is contrary to that specified in this RFQ will not be accepted except in circumstances allowed for by Victorian Government Purchasing Board policy.
- 1.2.4 The determination of DEECD as to whether or not a Quote was lodged on time is final. Subject to clause 1.2.3, all Quotes lodged after the RFQ Closing Time will be recorded by the Contact Person and will only be opened for the purposes of identifying a business name and address of the Contractor. The Contact person will notify in writing any Contractor whose Quote was lodged after the RFQ Closing Time of its ineligibility for consideration. All such Quotes will be returned at the conclusion of the RFQ process.
- 1.2.5 All Quotes must remain valid and open for acceptance for 28 days from the RFQ Closing Time. This period may be extended by mutual agreement between DEECD and the Contractor.
- 1.2.6 Each Quote constitutes an irrevocable offer by the Contractor to DEECD to provide the goods and services required under this RFQ under the terms of the Panel Contract executed by the Contractor.
- 1.2.7 A Quote must not be conditional on:
 - (a) board approval of the Contractor or any related body corporate of the Contractor being obtained;
 - (b) the Contractor conducting due diligence or any other form of enquiry or investigation;
 - (c) the Contractor (or any other party) obtaining any regulatory approval or consent;
 - (d) the Contractor obtaining the consent or approval of any third party; or
 - (e) the Contractor stating that it wishes to discuss or negotiate any terms of the terms of the Panel Contract.

1.3 Contractor warranties and acknowledgements

1.3.1 By submitting a Quote, a Contractor warrants that:

- (a) in lodging its Quote it did not rely on any express or implied statement, warranty or representation, whether oral, written, or otherwise made by or on behalf of DEECD, its employees, consultants or agents, other than any statement, warranty or representation expressly contained in this RFQ;
- (b) it did not use the improper assistance of DEECD employees or information unlawfully obtained from DEECD in compiling its Quote;
- (c) it otherwise accepts and will comply with these Conditions of Quote; and
- (d) it will provide additional information in a timely manner as requested by DEECD to clarify any matters contained in its Quote.

1.3.2 The Contractor acknowledges and agrees that:

- (a) it is liable for all costs and expenses incurred in connection with the preparation and lodgement of its Quote, any subsequent negotiation and any future processes connected with or related to the RFQ process.
- (b) DEECD shall not be liable for any claim in respect of any cost, expense, loss or damage on the basis of any contractual, promissory or restitutionary grounds whatsoever as a consequence of any matter relating to the Contractor's participation in the RFQ process, including without limitation, instances where:
 - (i) the Contractor is not engaged to perform under any contract; or
 - (ii) DEECD exercises any rights under this RFQ or at law.

1.4 DEECD's rights

1.4.1 Notwithstanding anything else in this RFQ, and without limiting its rights at law or otherwise, DEECD reserves the right, in its absolute discretion at any time to:

- (a) cease to proceed with or suspend the RFQ process prior to the execution of a formal written Purchase Order;
- (b) alter the structure or the timing of the RFQ process;
- (c) vary or extend any time or date specified in this RFQ for all or any Contractors or any other persons;
- (d) terminate the participation of any Contractor or any other person in the RFQ process;
- (e) require additional information or clarification, including interviews, from any Contractor or any other person or provide additional information or clarification;
- (f) negotiate with any one or more Contractors or other persons;
- (g) call for new Quotes;
- (h) reject any Quote received after the RFQ Closing Time; or
- (i) reject any Quote that does not comply with the requirements of this RFQ;
- (j) change any information in, remove, or issue addenda to this RFQ at any time prior to the RFQ Closing Time;
- (k) request additional information from Contractors or other persons after the RFQ Closing Time;
- (l) accept Quotes in relation to some and not all of the scope of RFQ, or appoint one, more than one or no Contractor on the basis of the Quotes received; and
- (m) engage a third party to carry out assessments of Contractors' financial, technical, planning and other resource capability.

1.5 No binding contract

1.5.1 This RFQ is an invitation to Contractors under the DEECD Professional Learning Provider Panel to submit a Quote. This RFQ must not be construed, interpreted, or relied upon, whether expressly or impliedly, as an offer capable of acceptance by any person, or as creating any form of contractual, promissory, restitutionary or other rights.

1.5.2 No binding contract (including a process contract) or other understanding (including any form of contractual, promissory, restitutionary, or other rights) for the supply of the goods and services will exist between DEECD, or the State of Victoria and any Contractor or any other person unless and until DEECD has executed a Purchase Order relating to the goods and services requested under this RFQ.

1.6 Contractor responsibilities

1.6.1 Contractors are responsible for:

- (a) examining this RFQ and any documentation referenced to attached to this RFQ;
- (b) fully informing themselves in relation to all matters arising from this RFQ, including all matters regarding DEECD's requirements for the provision of the goods and services;
- (c) ensuring that their Quotes are accurate and complete; and
- (d) ensuring that they comply with all applicable laws in regards to the RFQ process (including Part 2 of the Fair Trading Act 1999).

1.6.2 Contractors must ensure that:

- (a) its Quote is presented in the required format as set out in this RFQ; and
- (b) all the information fields in the response template are

completed and contain the information requested.

1.7 Confidentiality

All Quotes and any accompanying documents become the property of DEECD. Ownership of all information, reports or data provided by DEECD to Contractors resides in the State of Victoria. The Contractor shall not, without the written approval of DEECD's Chief Executive Officer, use the information or reports other than in the development of the Quote or the delivery of the goods or services. Such information, in whatever form provided by DEECD or converted by the Contractor, must be destroyed in a secure fashion following advice of the outcome of the request for quote process or at completion of the provision of the goods or services.

1.8 Notification of probity breach required

Should any Contractor or any other person consider that the RFQ process has failed to accord it fair right to be considered as a successful contractor or that it has been prejudiced by any breach of these Conditions of Quote or other relevant principle affecting the Quotes or their evaluation, the Contractor or person must provide immediate notice of the alleged failure or breach to the Contact Person (the quote is

requested from). Notification must set out the issues in dispute, the impact on the Contractor's or person's interests, any relevant background information and the outcome desired.

1.9 Disclosure of Quote and contract details

Subject to this clause and the Panel Contract, all documents provided by the Contractor will be held in confidence so far as the law permits. Notwithstanding any copyright or other intellectual property right that may subsist in the request documents, the Contractor, by submitting the Quote, licenses DEECD to reproduce the whole or any portion of the Quote documents for the purposes of Quote evaluation. In submitting its Quote, the Contractor accepts that DEECD may publish (on the internet or otherwise) the name of the Contractor, the value of the contract and the provisions of the contract generally.

1.10 Conflicts of Interest

Contractors must declare to DEECD any matter or issue which may be perceived to be or may lead to a conflict of interest regarding their Quote or participation in the supply of the goods or services described. Contractors must describe a strategy in its Quote so that any conflict of interest will be avoided.

1.11 Evaluation Process

1.11.1 Without limiting DEECD's rights in the RFQ, DEECD may at any time during the RFQ process after the RFQ Closing Time choose to:

- (a) set aside a Quote or Quotes for any reason;
- (b) shortlist one or more Quotes;
- (c) commence or continue discussions or negotiations with all or some Contractors without shortlisting any Contractors; or
- (d) accept one or more Quotes.

1.11.2 DEECD is not bound to shortlist, select as successful, or accept the Quote offering the lowest price.

1.11.3 Should DEECD choose to include a short-listing stage in the evaluation process, DEECD is not, at any time, required to notify Contractors or any other person or organisation interested in submitting a Quote.

1.11.4 An initial evaluation may be used to shortlist Quotes. Following short listing, one or more Contractors may be interviewed or asked to provide clarification or further information.

1.11.5 Quotes will be evaluated against the evaluation criteria listed in Section 7 and on a value for money basis. The value for money assessment may take into consideration quality levels, performance standards, risk mitigation, pricing and whole of life implications.

1.11.6 A Quote will not be deemed to be unsuccessful until such time as the Contractor is notified in writing of that fact by DEECD. The commencement of negotiations by DEECD with one or more other Contractors is not to be taken as an indication that any particular Contractor's Quote has not been successful.

1.11.7 If a Contractor(s) is successful, DEECD will issue a Purchase Order which will be executed by both DEECD and the successful Contractor(s). If DEECD issues a Purchase Order, the Contractor is bound by the terms of the Purchase Order and the terms of the Panel Contract.

1.12 Pricing

Contractors must ensure that prices submitted as part of their Quotes are consistent with and utilize the Rates set out in Schedule 2 of the Panel Contract.

All prices shall be fixed for at least 30 days from the date of submission of offers. Submitted pricing must be inclusive of GST.

1.13 Governing Law

This RFQ process is governed by the laws applying in the State of Victoria.

CONTRACTOR RESPONSE

[INSERT PROGRAM TITLE]

RFQ Reference Number: RFQ [INSERT]

I/We offer to provide the services specified in this RFQ: at the fees/charges specified; within the agreed period; on the terms and conditions attached and any special conditions as may be specified.

Contractor Name:

Contact Person:

Telephone:

Email:

CONTRACTOR RESPONSE

Contractors are required to provide a response to the RFQ that addresses the following:

(a) Response to Evaluation Criteria

(Contractors are required to submit a response to the RFQ that addresses the Evaluation Criteria outlined in Section 7 of the RFQ).

<Insert here>

(b) Key Personnel and Sub-Contractors

Contractors are required to outline the key personnel and sub-contractors intended to perform the Services under this RFQ. These personnel and sub-contractors should be those specified in the Panel contract except with the written approval of DEECD.

Nominated Personnel	Title	Approved in the Panel Contract Yes/No (If "No", indicate whether approval has been sought from DEECD)	Role(s) in the Program	Number of days assigned to the project
Nominated Personnel	Title	Approved in the Panel Contract Yes/No (If "No", indicate whether approval has been sought from DEECD)	Role(s) in the Program	Number of days assigned to the project

[INSERT any instructions specific to the RFQ (e.g. mechanism for ensuring that the personnel nominated perform the tasks specified)]

(c) Pricing

Contractors are required to use the tables below to present their pricings.

Table 1: Program Pricing – Fixed Price

Price Item	Price (GST inclusive)
[Insert relevant costed items per Tenderer's contract]	
e.g. For Delivery, participant costs	
TOTAL AMOUNT OF QUOTE	

Table 2: Personnel Rates

Please note that these rates should comply with those provided in your RFT response.

Payment Rates		
Personnel Description (Name & task e.g. design, facilitation)	Rate per day and number of days e.g. 5 days @ \$XX per day	Total (GST inclusive)
	@ \$	\$
	@ \$	\$
	@ \$	\$

Table 3: Venue, Accommodation and Catering Costs (if applicable)

Please note that these will be at cost plus an acceptable administrative margin as provided in your RFT response.

Item	<Insert number of> participants	Rate (GST inclusive)
Venue Hire		\$
Accommodation		\$
Catering		\$
TOTAL		\$

DEED OF CONFIDENTIALITY
REQUEST FOR QUOTE FOR THE DEECD
PROFESSIONAL LEARNING PROVIDER PANEL

[INSERT RFQ NUMBER]

THIS DEED POLL IS MADE ON THEDAY OF20.....,

IN.....(Location)

BY

Name of Tenderer

ABN:

Address:.....

("Tenderer")

IN FAVOUR OF

The Department of Education and Early Childhood Development on behalf of the State of Victoria,
of 2 Treasury Place East Melbourne, VIC 3002 ("DEECD")

Operative provisions

1. Acknowledgement

The Tenderer acknowledges that it could cause significant loss and damage to DEECD if Information were used or disclosed other than as necessary solely for the Tenderer preparing a response to the Request for Tender for the DEECD Professional Learning Provider Panel.

2. Obligations

2.1. The Tenderer agrees:

2.1.1. to keep the Information confidential; and

2.1.2. only to use the Information as necessary to carry out the duties as required by DEECD as part of the RFT process.

- 2.2. The Tenderer will and will ensure that its Representatives treat as secret and confidential all Information to which it has access or which is disclosed to it, and will not disclose the Information without the prior written consent of DEECD.
- 2.3. If DEECD grants its consent under clause 2.2, it may impose conditions on that consent. In particular, DEECD may require that the Tenderer obtain the execution of a Deed in these terms by the person to whom the Tenderer proposes to disclose the Information.
- 2.4. The Tenderer agrees that it will not copy or reproduce the Information without the approval of DEECD, will not allow any other person outside of the Tenderer or its Representatives access to the Information, and will take all necessary precautions to prevent unauthorised access to or copying of the Information in its control.
- 2.5. The obligations of the Tenderer under this Deed shall not have been breached where the RFT Information is legally required to be disclosed.
- 2.6. The Tenderer agrees to immediately notify DEECD if it becomes aware that any Information:
 - 2.6.1. has been used, copied or disclosed without consent; or
 - 2.6.2. is required to be disclosed by law.

Return of Confidential Information

- 2.7. If DEECD requests the return of the Information at any time, the Tenderer must immediately return to that Foundation Agency all material containing Information in the possession, power or control of the Tenderer or any of its Representatives.

Destruction of Confidential Information

- 2.8. If requested by DEECD, the Tenderer must destroy all material containing Information in the possession, power or control of the Tenderer or any of its Representatives.

Material containing Confidential Information

- 2.9. For the purposes of clause 2.7 and clause 2.8, material containing Information includes any material created or generated by the Tenderer which contains Information, material in any form of storage from which the Information can be reproduced and material in any form in which the Information is embodied or encoded.

Confirmation

- 2.10. If requested by DEECD, the Tenderer must give DEECD a written statement confirming that all material containing Information has been returned to DEECD or destroyed in accordance with this Deed.

3. Miscellaneous

Governing law and jurisdiction

- 3.1. This Deed is governed by the law of Victoria. The parties submit to the non-exclusive jurisdiction of its courts and courts of appeal from them. The parties will not object to the exercise of jurisdiction by those courts on any basis.

Survival

- 3.2. This Deed will survive the termination or expiry of any contract between the parties providing for the performance of services or the provision of goods by the Tenderer (whether directly or indirectly).

4. Definitions and interpretation

Definitions

- 4.1. In this Deed the following definitions apply:

Information means information, documents and data stored by any means and any information made available to the Tenderer in the course of its dealings with DEECD in relation to the RFT, and includes, without limitation:

- (a) information relating to:
 - (i) any intellectual property rights of DEECD;
 - (ii) the financial position or reputation of DEECD;
 - (iii) the internal management and structure of DEECD;
 - (iv) the personnel, policies and strategies of DEECD; or
 - (v) a DEECD 's clients, suppliers or contractors;
- (b) information of DEECD that has any actual or potential commercial value to DEECD; and

- (c) information that DEECD becomes aware of or creates (whether disclosed orally, in writing, or in any other form) while carrying out its duties for the RFT,

but excludes any such information that is:

- (d) in the public domain other than through a breach of an obligation of confidentiality;
- (e) is already known by the Tenderer without an obligation of confidentiality other than under this Deed;
- (f) is rightfully received by the Tenderer from a third party;
- (g) was rightfully in the Tenderer's possession prior to receipt from DEECD;
- (h) is independently developed by the Tenderer without use or reference to DEECD confidential information;
- (i) is disclosed without similar restrictions to a third party by DEECD.

Deed means this deed.

Related Entity in respect of a person means any person who is an associate of that person under section 318 of the Income Tax Assessment Act 1936.

Representative means any director, officer, employee, agent, contractor, financier, professional adviser or Related Entity of the Tenderer.

Execution

Executed as a Deed Poll

Executed by

.....

acting by the following persons or, if the seal is
affixed, witnessed by the following persons:

.....
Signature of director

.....
Signature of director/company secretary

.....
Name of director (print)

.....
Name of director/company secretary (print)