**Services to support, strengthen and promote a vibrant and sustainable regional arts and cultural sector in Queensland**

**Date of Issue: Thursday, 18 January 2018**

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# Section 1 – Requirements

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| **SERVICES REQUIREMENTS** | |
| **Summary of the opportunity and objectives** | Arts Queensland is seeking the services of suitably qualified and experienced companies to support, strengthen and promote a vibrant and sustainable regional arts and cultural sector by:   * empowering the regions to achieve sustainable growth and development * celebrating the rich history and contemporary presence of Queensland’s Aboriginal and Torres Strait Islander peoples * building sector capacity and generating new employment and training opportunities * strengthening partnerships with industry, community, government and the private sector to generate social and economic outcomes. |
| **Description of required services** | Arts Queensland is procuring services in two categories.  **Regional Arts Services**  Regionally based companies to deliver the services outlined in the Key Deliverables section and employ a dedicated **Regional Arts Officer** within six designated regions:   * Far North Queensland * North Queensland * Central Queensland * South West Queensland * South East Queensland (north – excl. Brisbane Local Government Area) * South East Queensland (south – excl. Brisbane Local Government Area)   **State Coordination Office**  One company to deliver the state-wide services outlined in the Key Deliverables section.  Eligible providers may tender for both opportunities, noting it is an eligibility requirement that **Regional Arts Services** providers must be based in regional or remote Queensland. |
| **Specifications and/or scope of works** | See the **EOI - Information for Providers** for details. |
| **Key deliverables** | As per **EOI - Information for Providers**. |
| **Delivery address of Goods and/or Services** | Throughout regional and remote Queensland. See the **EOI - Information for Providers** and **Frequently Asked Questions** for further details.  **Regional Arts Services** providers are required to employ a dedicated **Regional Arts Officer** to be based in the designated region/s serviced. |
| **Delivery period** | A four year period from 2018 to 2021. |

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| **IMPORTANT INFORMATION ABOUT SUBMITTING AN EOI** | |
| **Evaluation criteria** | EOI submissions will be evaluated based on the Evaluation Criteria as detailed in the **EOI - Information for Providers**. |
| **Eligibility** | To be eligible to submit an EOI, companies must satisfy a number of requirements which are outlined in the **EOI - Information for Providers**. |
| **Providing a submission** | Providers must complete **Section 2 – EOI Submission Form**. |
| **How to lodge a submission** | EOIs are to be submitted by completing this form and the supporting attachments, and emailing them to: [regionalartsservices@arts.qld.gov.au](mailto:regionalartsservices@arts.qld.gov.au) |
| **Closing date and time** | (Strictly) 4pm Wednesday, 4 April 2018. |
| **Mandatory requirements** | **Service requirements**   * Providers must be based in regional Queensland to be eligible to submit an EOI to deliver Regional Arts Services functions. * Regional Arts Services providers must employ a dedicated Regional Arts Officer in each of the designated regions serviced. |
| **Complaint Management** | If at any time during the EOI Process a Provider considers that it has been unreasonably or unfairly treated and it has not been able to resolve the issue with the Customer (Arts Queensland’s contact person), the Provider may request for the issue to be dealt with in accordance with the Customer’s complaint management policy.  Refer [https://www.premiers.qld.gov.au/publications/categories/policies-and-codes/complaints-policy.aspx](https://www.premiers.qld.gov.au/publications/categories/policies-and-codes/complaints-policy.aspx%20) |
| **Right to Information and Disclosure** | Information regarding Right to Information can be found via [www.qld.gov.au/right-to-information](http://www.qld.gov.au/right-to-information%20) |

# Section 2 – EOI Submission Form

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| **CATEGORY AND DESIGNATED REGIONS** |
| My company is submitting an EOI to deliver the following services (select one option only):  ☐ Regional Arts Services (regionally based)  ☐ State Coordination Office  ☐ Regional Arts Services and State Coordination Office  **Regional Arts Services** providers must also select the designated region/s being serviced:  ☐ Far North Queensland  ☐ North Queensland  ☐ Central Queensland  ☐ South West Queensland  ☐ South East Queensland (north - excluding Brisbane Local Government Area)  ☐ South East Queensland (south - excluding Brisbane Local Government Area) |
| **CONFLICT OF INTEREST** |
| Providers must give details of any possible conflicts of interest that exist or may arise in relation to the EOI submission process, or performance of the Service Agreement (if the provider is successful).  If there is nothing to declare, please insert “None”.  Details on managing conflicts of interest in the Queensland Public Sector can be found at: <http://www.ccc.qld.gov.au/research-and-publications/publications/prevention/conflicts-of-interest>  ***<Insert provider response>*** |
| **SUPPORTING ABORIGINAL AND TORRES STRAIT ISLANDER PEOPLE** |
| The Queensland Government is committed to providing training and employment outcomes and business opportunities for Aboriginal and Torres Strait Islander people.  What is the provider doing to:   * improve the participation of Aboriginal and Torres Strait Islander people in the workforce * engage with Aboriginal and Torres Strait Islander suppliers.   ***<Insert provider response>*** |

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| **AUTHORISATION AND EXECUTION BY PROVIDER (SINGLE PROVIDER)** | |
| As the authorised officer named below, I certify that:   * + - 1. I am authorised to submit an EOI as the provider’s representative.       2. I have read the **EOI - Information for Providers** and the provider understands and has complied with the requirements of the EOI submission process.       3. The enclosed response is complete, accurate and not misleading in any way.       4. I understand that if selected as a preferred service provider, my company will be required to enter into a service contract governed by the Queensland Government’s Standard Conditions of Contract.       5. I understand that this EOI is governed by the Queensland Government’s simplified Conditions of Offer – Schedule A (attached).       6. I acknowledge that if my EOI is successful, the information provided in this submission will form part of my services contract with Arts Queensland and my company will be held accountable to the deliverables outlined in this submission.       7. My company has the financial capacity and is not impeded by any significant event, matter or circumstance that may affect our ability to carry out the requirements of the EOI.       8. No contract will be formed between Arts Queensland and the provider unless and until Arts Queensland accepts the provider’s submission in writing or both parties sign a contract document. | |
| ***Authorised Officer Name*** |  |
| ***Position*** |  |
| ***Company*** |  |
| ***Company ABN*** | ABN: ………………………………………………  In what name is the ABN registered? ……………………………….  GST registered: Yes ☐ No ☐  DGR Status: Yes ☐ No ☐ |
| ***Postal address*** |  |
| ***Email*** |  |
| ***Phone*** |  |
| ***Signature*** |  |
| ***Date*** |  |

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| **AUTHORISATION AND EXECUTION BY PROVIDER (CONSORTIA PROVIDER)** | | | | |
| If making a consortia or group submission, you must nominate one company as the principal company. The authorised officer from the principal company must sign this certification. The principal company will take legal and financial responsibility for the terms of the Service Agreement (if the provider is successful).  As the authorised officer named below, I certify that:   1. I am authorised to submit an EOI as the provider’s representative. 2. I have read the **EOI - Information for Providers** and the provider understands and has complied with the requirements of the EOI submission process. 3. The enclosed response is complete, accurate and not misleading in any way. 4. I understand that if selected as preferred service provider, my company will be required to enter into a service contract governed by the Queensland Government’s Standard Conditions of Contract. 5. I understand that this EOI is governed by the Queensland Government’s simplified Conditions of Offer – Schedule A (attached). 6. I acknowledge that if my EOI is successful, the information provided in this submission will form part of my service contract with Arts Queensland and my company will be held accountable to the deliverables outlined in this submission. 7. My company has the financial capacity and is not impeded by any significant event, matter or circumstance that may affect our ability to carry out the requirements of the EOI. 8. No contract will be formed between Arts Queensland and the provider unless and until Arts Queensland accepts the provider’s submission in writing or both parties sign a contract document. | | | | |
| ***Authorised Officer Name*** | |  | | |
| ***Position*** | |  | | |
| ***Principal Company*** | |  | | |
| ***Principal Company ABN*** | | ABN: ………………………………………………  In what name is the ABN registered? ……………………………………….  GST registered: Yes ☐ No ☐  DGR Status: Yes ☐ No ☐ | | |
| ***Principal Postal address*** | |  | | |
| ***Authorised Officer Email*** | |  | | |
| ***Authorised Officer Phone*** | |  | | |
| ***Details of all other companies in the consortia*** *(attach letters of agreement/confirmation as support material)* | | | | |
| ***Company 1*** |  | | ***ABN*** |  |
| ***Company 2*** |  | | ***ABN*** |  |
| ***Company 3*** |  | | ***ABN*** |  |
| ***Company 4*** |  | | ***ABN*** |  |
| ***Authorised Officer Signature*** |  | | | |
| ***Date*** |  | | | |

You must read the **EOI - Information for Providers** and provide evidence of how your company/s will achieve the Key Deliverables. Providers shortlisted to enter Stage 2 negotiations may be asked to submit greater detail.

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| **SECTION 2.1 - CAPABILITY, CAPACITY AND EXPERIENCE** |
| Give evidence of the provider’s capability and capacity to perform the Key Deliverables, and previous specific experience, including:   * experience in regional development, capacity building and sustainable growth strategies * experience working in a regional context * specific knowledge of the arts and cultural sector in the designated region/s * experience in working collaboratively with diverse stakeholders including: * established networks with government and non-government stakeholders * previous partners and collaborators * Aboriginal and Torres Strait Islander artists and communities * experience managing complex governance structures.   Consortia providers should address the capability, capacity and demonstrated experience of all members of the group (not just the principal company).  (*no more than 600 words*) |
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| **SECTION 2.2 - PROJECT PLAN, METHODOLOGY AND RESOURCES** |
| Provide details of the provider’s proposed project plan and/or methodology and strategies to achieve the Key Deliverablesincluding:   * local capacity building and sustainable growth strategies * development across the four-year service period * strategies for increasing opportunities for Aboriginal and Torres Strait Islander artists and communities * strategies for community engagement e.g. consultation in development and planning * your confirmed and/or proposed partners and collaborators, including their roles and contribution (artistic, operational and financial – use table below) * indicative timelines and milestones * resourcing required to support the Key Deliverables.   If you prefer, you can attach a project plan separately.  (*no more than 800 words*) |
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| **Partner/Collaborator \*** | **Role**  (How are they involved) | **Contribution**  (artistic, operational and/or financial) | **Confirmed** (Y/N) |
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\* That is, confirmed and proposed partner and collaborating companies. Do not provide details of Key Personnel involved in delivery – Key Personnel are provided in Section 2.4.

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| **SECTION 2.3 - PRICING INFORMATION AND BUDGET** | |
| In this section provide:   * your price to deliver the Key Deliverables, including staffing (that is, what you propose to charge Arts Queensland to deliver the services) * a four year budget.   Where possible, provide a breakdown of how your price to deliver the services has been calculated (e.g. estimated time for key staff and other costs against the Key Deliverables).  For consortia submissions, show details of each member’s financial contributions (cash and in-kind).  Attach your budget using your own format and provide any notes to the budget in this section.  Consider including the following items in your budget: | | |
| **INCOME:**  Arts Queensland contribution  Partner income (cash)  Partner income (in-kind)  Private sector (e.g. philanthropy, donations)  Arts Queensland project funding (e.g. QASP)  Other government grants (state, local, federal)  Participant fees  Other income(specify) | | **EXPENDITURE:**  Regional Arts Officer wage  Other associated wages  Capacity building activity costs  Travel  Marketing  Administration/Coordination  Other key deliverable costs (specify) |
| Providers invited to proceed to Stage 2 will be requested to provide more detailed budgets for the four year period.  (*no more than 400 words*) | | |
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| **SECTION 2.4 - PROVIDER OVERVIEW** |
| **Provider Overview**  Provide a brief description of the provider’s business/company profile and organisational structure (you may attach an organisational chart as support material).  You must include information on the number of staff currently employed by the provider - headcount and FTE (full time effective). Other background information may also include: number of years of relevant experience, growth, size, locations etc.  Consortia providers - provide an organisational overview for all members of the group.  (*no more than 400 words*) |
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| **SECTION 2.5 - GOVERNANCE** |
| Provide details of your company’s Board (or equivalent).  Consortia providers - provide details of the principal company’s Board here. You must also attach details of all group members’ Boards (or equivalent) as support material. |

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| **Name** | **Position** | **Length of tenure** | **Expertise** |
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| **SECTION 2.6 - KEY PERSONNEL** |
| **Skills and Experience of Key Personnel**  Provide information on the Key Personnel that will be involved in carrying out the Key Deliverables including their roles and the key duties they will be responsible for. You are required to provide a brief CV/biography for all Key Personnel setting out their relevant qualifications, skills and work experience.  If you propose to recruit to fill a new role in your company – write ‘Vacant’ in the name column. Further details on the skills and capabilities required to fill vacant roles are required as support material.  **Regional Arts Services** providers are required to employ a **Regional Arts Officer** to be based in the designated region/s serviced. |

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| **Name** | **Role/Position** | **Key Duties / Key Deliverables** | **FTE** |
|  | Regional Arts Officer |  |  |
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| **SECTION 2.7 - FINANCIAL INFORMATION** |
| Complete the table below using your company’s previous two years of audited financial statements.  A copy of your audited financial statements must also be submitted as support material. If your audited financial statements provide this level of detail, you do not need to re-enter the information below.  For consortia – provide details for the principal company below and attach the previous two years of audited financial statements for all other members of the group as support material. |

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| **INCOME** | ☐ **2016/17**  ☐ **2016** | ☐ **2015/16**  ☐ **2015** |
| Earned Income |  |  |
| Private Sector Income |  |  |
| Government Grants (Operational) |  |  |
| Government Grants (Projects) |  |  |
| In-kind Income |  |  |
| Other Income |  |  |
| **TOTAL INCOME** |  |  |
| **EXPENDITURE** |  |  |
| Salaries, Wages and Fees |  |  |
| Production and Other Activities |  |  |
| Administration and Infrastructure |  |  |
| Marketing and Business Development |  |  |
| In-kind Expenditure |  |  |
| **TOTAL EXPENSES** |  |  |
| **SURPLUS/DEFICIT** |  |  |

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| **SECTION 2.8 - SUPPORT MATERIAL** |

You must provide the following support material with this EOI Submission Form:

* Indicative budget for the four years Attach file
* A brief CV/biography for all key personnel   
  listed in Section 2.6. If roles are currently vacant provide Attach file  
  details of the skills and capabilities of persons to   
  be employed *(no more than half A4 page per person)*
* No more than four examples of previous projects/ Attach file or provide link   
  programs/collaborations/partnerships evidencing   
  work relevant to this EOI.

Weblink 1 must be a URL  
Weblink 2 must be a URL  
Weblink 3 must be a URL  
Weblink 4 must be a URL

* For consortia/group submissions – attach   
  details of all group members’ Boards (or equivalent) Attach file  
  in the same format as Section 2.5
* Audited financial statements (signed) for the previous Attach file  
  two financial years. Consortia/group providers

must attach financials for all group members

* For consortia/group submissions - letters of agreement/ Attach file  
  confirmation from all members of the group
* Your proposed project plan (optional – only attach if you Attach file  
  have not provided this information directly at section 2.2)
* Your organisational chart (optional) Attach file

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# Schedule A – EOI – ‘Invitation to Offer’ Conditions

## Interpretation

These Invitation to Offer Conditions may be used where a customer is seeking offers to enter into a contract, and where a principal is seeking offers to enter into an SOA under which eligible customers may enter into contracts.

If the relevant invitation to offer relates to a potential SOA, then except in clauses 1 and 2.1:

1. the references to “customer” in these Invitation to Offer Conditions are taken to be references to the principal; and
2. the references to “contract” in these Invitation to Offer Conditions are taken to be references to the SOA.

## Invitation process

* 1. Supplier acceptance

By submitting an offer, the supplier:

1. accepts these Invitation to Offer Conditions.
2. offers to enter into:
   1. a contract with the customer to provide the goods, services and deliverables; or
   2. a SOA with the principal under which customers may enter into contracts for goods, services and deliverables,

and the customer or principal (as applicable) may accept the offer during the offer validity period.

* 1. Customer discretion

The customer may make any changes to the invitation process in its absolute discretion, by notifying the supplier including by publication on the Queensland Government AQ website. Without limitation, the customer may:

1. add or change requirements;
2. amend dates including extend the closing date and time;
3. consider or reject an offer received after the closing date and time;
4. accept non-conforming offers, alternative or innovative offers, offers in part, or multiple offers;
5. reject any or all offers;
6. amend the evaluation criteria stipulated in the Invitation to Offer;
7. exercise discretion in evaluating any subjective evaluation criteria;
8. negotiate with one or more suppliers and allow any supplier to vary its offer;
9. interview, negotiate or hold discussions with any supplier or prospective supplier on any matter contained (or proposed to be contained) in an offer to the exclusion of others;
10. request some or all suppliers to conduct site visits, provide references and additional information, and/or make themselves available for panel interviews;
11. change the terms and conditions applicable to the invitation process, including terms of the proposed contract; or
12. cancel the invitation process.

The supplier will not make any claim in connection with a decision by the customer to exercise or not to exercise any of its rights in relation to the invitation process.

## Alternative offers

The Queensland Government procurement policy promotes an outcome focussed approach, seeking opportunities to innovate and improve value for money. Suppliers are encouraged to submit alternative offers and innovative offers where they believe that the alternative will promote the customer’s objectives.

## No reliance on information

The supplier is responsible for making its own investigation and assessment about all matters relevant to the Invitation to Offer, the requirements, the accuracy of all information and documents provided by or on behalf of the customer, and all other matters relevant to the supplier’s offer.

## Supplier cost

Participation in the invitation process is at the supplier’s cost. The customer is not required to pay compensation to the supplier in relation to the invitation process in any circumstances, for any reason.

## Subject to contract

No contract will be formed between the customer and the supplier unless and until the customer accepts the supplier’s offer in writing or both parties sign a contract document.

## Compliance

The supplier must:

1. (**communication**) direct all inquiries relating to the Invitation to Offer to the customer’s nominated contact person, and not discuss the Invitation to Offer with any other person except as required to prepare its offer.
2. (**accuracy**) ensure that all information provided as part of its offer is complete, accurate, current, and not misleading.
3. (**laws**) comply with all Laws.
4. (**confidentiality**) keep confidential all confidential information which it obtains as part of the invitation process, not use it except for the purpose of responding to the Invitation to Offer, and not disclose it except to its personnel on a need to know basis for the purpose of responding to the Invitation to Offer, or with the customer’s consent, or to the extent required by Law, or to its professional advisors.
5. (**privacy**) if it collects or has access to any personal information in connection with the invitation process, comply as if it was the customer with the privacy principles in the Information Privacy Act or the Australian Privacy Principles in the Privacy Act, as 0icable, in relation to that personal information, and comply with all reasonable directions of the customer relating to the personal information.
6. (**no publicity**) not make any public announcements or advertisement relating to the invitation process.
7. (**competitive neutrality**) if the supplier is a government owned business, local government, or Commonwealth, State or Territory or authority, price its offer to comply with the competitive neutrality principles of the supplier’s jurisdiction.
8. (**personnel**) ensure that its personnel also comply with these requirements.
9. (**accuracy of information**) ensure that all representations, warranties, declarations, statements, information and documents (“information”) made or provided by the supplier in connection with the invitation process are complete, accurate, up-to-date and not misleading in any way. The supplier must immediately tell the customer if any information is or becomes incomplete, inaccurate, out-of-date or misleading in any way.

## Anti-competitive conduct, conflict of interest and criminal organisations

* 1. Anti-competitive conduct

The supplier warrants that neither it, nor its personnel have engaged in any collusive, anti-competitive or similar conduct in connection with the invitation process or any actual or potential contract with any entity for goods and services similar to the goods and services.

* 1. Conflict of Interest

The supplier warrants that it and its personnel do not hold any office or possess any property, are not engaged in any business or activity and do not have any obligations whereby a conflict of interest is created, or may appear to be created, in conflict with its obligations under these Invitation to Offer Conditions or the proposed contract, except as disclosed in the supplier’s offer.

The supplier warrants that it will not, and it will ensure that its personnel do not, place themselves in a position that may give rise to a conflict of interest between the interest of the customer and the supplier’s interests during the invitation process.

The supplier warrants that it will immediately notify the customer if any conflict of interest arises after lodgement of the supplier’s offer.

* 1. Criminal organisation

The supplier warrants that neither it or its personnel:

1. have been convicted of an offence under the Criminal Code where one of the elements of the offence is that the person is a participant in a criminal organisation within the meaning of section 60A(3) of the Criminal Code; or
2. are subject to an order under, or have been convicted of an offence under the Criminal Organisation Act 2009 (Qld).
   1. Warranties are ongoing

The warranties in this section are provided as at the date of the supplier’s response to the Invitation to Offer and on an ongoing basis until the later of the customer notifying the supplier that its offer has been rejected and expiry or termination of any contract entered pursuant to the invitation process (“relevant period”).

The supplier warrants that it will immediately notify the customer if it becomes aware that any warranty made in this section was inaccurate, incomplete, out of date or misleading in any way when made, or becomes inaccurate, incomplete, out of date or misleading in any way, during the relevant period.

* 1. Breach of warranty

In addition to any other remedies available to it under Law or contract, the customer may, in its absolute discretion (but is not required to), immediately disqualify a supplier that it believes has breached any warranty in this clause.

## Supplier confidential information

The customer will keep confidential all confidential information of the supplier which it obtains as part of the invitation process.

The customer may use supplier confidential information for the purposes of the invitation process.

The customer may disclose supplier confidential information:

1. to its personnel for the purposes of the invitation process;
2. as required under the Right to Information Act;
3. as required by Law;
4. to a minister, their advisors or Parliament;
5. to its professional advisors.

The customer may publish information about the invitation process and any resulting Contract on the [Queensland Contracts Directory](http://qcd.hpw.qld.gov.au/Pages/home.aspx), where required or recommended by Queensland Procurement Policy