

# 2018-19 Provider Selection Process

## Call for Expressions of Interest:

### Non-Victorian Based Training Providers

Version 2

**SKILLS FIRST**

Real training for real jobs

Melbourne Sep-17

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Authorised by the Department of Education and Training,

2 Treasury Place, East Melbourne, Victoria, 3002

## **Call for Expressions of Interest: 2018-19 VET Funding Contract**

### Non-Victorian Based Training Providers

<b>Call for EOIs</b>	Inviting <b>Non-Victorian-Based Training Providers</b> to submit an Expression of Interest ( <b>EOI</b> ) for a VET Funding Contract ( <b>Contract</b> ) to deliver Government subsidised nationally recognised training through the Victorian Government's <i>Skills First</i> Program in 2018 and 2019.
<b>Reference number</b>	Skills First 2018-19-02
<b>Issue Date</b>	2.00 pm Australian Eastern Standard Time, Friday 1 September 2017.
<b>Closing time for submitting Expressions of Interest</b>	2.00 pm Australian Eastern Standard Time, Thursday 28 September 2017.
<b>Means for submission</b>	Electronic submission via: <a href="https://www.eduweb.vic.gov.au/svts">https://www.eduweb.vic.gov.au/svts</a>

**Please note:**

Training Providers acknowledge that by submitting an EOI for the 2018-19 Provider Selection Process (**2018-19 PSP**) they are demonstrating their desire to deliver nationally recognised vocational training in 2018 and 2019 to Eligible Individuals pursuant to the Victorian Government's *Skills First* Program. By submitting an EOI, Training Providers confirm their capacity and capability to adhere to the requirements and obligations of a 2018-19 VET Funding Contract.

## TABLE OF CONTENTS

TABLE OF CONTENTS.....	4
1 Introduction .....	6
1.1 Welcome .....	6
1.2 Questions and Answers.....	8
1.3 Contract Type.....	8
1.4 Optional Initiative .....	8
1.5 Quality Training.....	8
2 Definitions.....	10
2.1 Interpretation.....	14
3 Reference Schedule .....	16
3.1 Department.....	16
3.2 Call for EOIs Reference Number: .....	16
3.3 2018-19 PSP Project Manager .....	16
3.4 Key Dates .....	16
3.5 Provider Selection Process Information Sessions .....	17
3.6 Additional Materials and Resources .....	17
3.7 Submitting an EOI .....	18
3.7.1 EOIs must be submitted electronically through SVTS.....	18
3.7.2 Electronic submission for Optional Initiative .....	18
4 Rules of this Call for EOIs .....	19
4.1 Application of these Rules .....	19
4.1.1 Late EOI Submissions .....	19
4.1.2 Status of this Call for EOIs .....	19
4.1.3 Accuracy of this Call for EOIs.....	19
Additions and amendments to this Call for EOIs .....	19
4.1.4 .....	19
4.1.5 Representations .....	19
4.1.6 Confidentiality.....	19
4.1.7 Intellectual Property Rights .....	20
4.2 Communication.....	20
4.2.1 Requests for clarification or further information .....	20
4.2.2 Meetings .....	20
4.2.3 Unauthorised communications and activities .....	20

4.2.4	Improper Assistance .....	21
4.2.5	Anti-competitive Conduct.....	21
4.3	Complaints about the Call for EOIs Process.....	21
4.4	EOI Submission.....	21
4.4.1	Format and Contents .....	22
4.4.2	Illegible Content, Alteration and Erasure.....	22
4.4.3	Notification of Errors.....	22
4.4.4	Provision of False or Misleading Information .....	22
4.4.5	EOI Preparation.....	22
4.4.6	Disclosure of EOI Contents and EOI Information .....	22
4.4.7	Validity Period .....	23
4.4.8	Conditional EOIs.....	23
4.4.9	Acceptance and Negotiation.....	23
4.5	EOI Evaluation .....	23
4.5.1	Change in Control.....	24
4.5.2	Matters Considered During Evaluation Process .....	24
4.5.3	Clarification of EOIs.....	25
4.6	Notification of EOI Outcomes .....	25
4.6.1	No obligation to enter into a VET Funding Contract.....	25
4.6.2	Contract Settlement.....	25
4.7	Training Provider Warranties.....	25
4.8	Department’s Rights .....	26
4.9	Governing Law .....	27
5	ATTACHMENT A – Eligibility and Evaluation Criteria .....	28
6	ATTACHMENT B – Optional Initiative Checklist .....	31

## 1 Introduction

### 1.1 Welcome

Welcome to the 2018-19 Provider Selection Process (**2018-19 PSP**), where the Department of Education and Training (**Department**) invites Non-Victorian based Registered Training Organisations (**Training Providers**) to submit an Expression of Interest (**EOI**) to be considered for a VET Funding Contract (**Contract**). Please refer to Section 2 below for the meanings of defined terms used in this Document.

The Contract is for the provision of nationally recognised training to Eligible Individuals through the *Skills First* Program. *Skills First* is the Victorian Government's agenda for ensuring a strong, stable, high-quality training and TAFE system that gives all Victorians the opportunity to develop the skills they need – and the skills employers want – for jobs, today and tomorrow.

The Contract is for commencements across two years (from 1 January 2018 – 31 December 2019).

The *Skills First* Program ensures that only Training Providers who satisfy rigorous eligibility and assessment standards may receive funding to provide industry relevant training. The Department anticipates it will commence communicating outcome notifications for the 2018-19 PSP in November 2017 to enable Training Providers to prepare for the upcoming training year.

To achieve this, the Department has made a number of changes in an effort to streamline the EOI Process, reducing the number of documents and the extent of information Training Providers are required to provide this year. The streamlined approach will enable Training Providers to focus on the accuracy and quality of their EOI submission.

The Department reserves its right to disqualify from further assessment any EOI that fails to comply with the submission requirements and Rules contained in this document.

It is, therefore, essential that Training Providers familiarise themselves with this document and all related materials to ensure that their submission is complete and submitted on time.

The Department has also collated potential questions and frequently asked questions from previous processes into the 2018-19 PSP Questions and Answers document (Q&As), accessible through SVTS. Before submitting a question to the Department, Training Providers are encouraged to first review the Q&As, which will be updated regularly.

The Department is eager to receive and assess EOIs and continue to work with Training Providers to deliver high quality training to Victorians in 2018 and beyond.

Sincerely,

David Barron  
Acting Executive Director – Training Market Quality  
Higher Education and Skills Group  
Department of Education and Training



## 1.2 Questions and Answers

Please refer to the 2018-19 PSP Q&As Document available in SVTS for questions and answers relating to the 2018-19 PSP. This Document will be updated regularly and will provide additional information to assist Training Providers.

## 1.3 Contract Type

For non-Victorian based Training Providers, the 2018-19 VET Funding Contract (non-Victorian based Training Provider delivering to a National Enterprise) enables non-Victorian based Training Providers to claim funds for training delivered to Victorians employed in a National Enterprise.

The Training Provider must have in place a legally binding agreement with a National Enterprise under which over each of the 2018 and 2019 calendar years, the Training Provider will deliver accredited training to:

- i. at least 50 Victorian Employees of that National Enterprise per calendar year; and
- ii. at least 50 employees of that National Enterprise in Australian States or Territories other than Victoria per calendar year,

as evidenced by the Training Provider Declaration and the National Enterprise Declaration submitted as part of their Expression of Interest.

The Training Provider may only claim funds for the training of employees of the National Enterprise that is specified within their EOI. In 2018, prior approval by the Department is required before engaging any additional National Enterprise that is not specified in the Training Providers EOI submission.

**Note:** any references to the Draft 2018-19 VET Funding Contract refers to the latest version issued by the Department in SVTS. If there is any conflict or inconsistency between this document and the Draft 2018-19 VET Funding Contract, the Draft VET Funding Contract takes precedence. A final version of the VET Funding Contract will be issued to eligible Training Providers as part of any Contract Offer.

## 1.4 Optional Initiative

Training Providers may also indicate their interest in having their eligibility assessed for the Optional Initiative: **The Foundation Skills Approved Provider List**.

## 1.5 Quality Training

In issuing this Call for (EOIs), the Department seeks to identify Training Providers that demonstrate a commitment to the high quality provision of nationally recognised training and are:

- a) *able to fulfil the obligations imposed by the relevant Contract; and*
- b) *able to demonstrate commitment and ability to work in collaboration with the Department over the term of the Contract to continuously seek improvements in value, efficiency, quality and productivity in connection with the provision of training services.*

To be assessed as eligible for entry into a Contract, Training Providers must meet all of the criteria described in [Attachment A: Eligibility and Evaluation Criteria](#).

Training Providers must inform themselves in relation to all matters arising from the Call for EOIs. By submitting an EOI, Training Providers will be deemed to have made their own enquiries and accepted all of the associated risks.

[Jump to Contents](#)

**Only prospective Training Providers capable of complying in full with the conditions set out in this Call for EOIs and the relevant Contract should submit an EOI.**

[Jump to Contents](#)

## 2 Definitions

In this Call for EOIs, unless a contrary intention is apparent:

**2018-19 PSP** means the Department's 2018 Provider Selection Process for the Call for Expressions of Interest in a 2018-19 VET Funding Contract.

**2018-19 Standard VET Funding Contract** means a contract to deliver training to Eligible Individuals consistent with its terms and conditions, which includes, but is not limited to, a Commencement Allocation of up to 1000 in 2018.

**2018-19 Restricted VET Funding Contract** is a contract to deliver training to Eligible Individuals consistent with its terms and conditions. A Restricted Contract has a maximum Commencement Allocation of 200 per calendar year (200 commencements in 2018, and 200 in 2019), with no capacity to seek additional commencements during the Term of the Contract, or to carry over unused commencements from 2018 into 2019.

**ABN** means Australian Business Number.

**ACN** means Australian Company Number.

**Act** means the *Education and Training Reform Act 2006* (Vic).

**AQF** means the Australian Qualifications Framework.

**AQTF** means the *Australian Quality Training Framework* as updated from time to time.

**ARBN** means Australian Registered Body Number.

**ASQA** means the Australian Skills Quality Authority

**AVETMISS** means Australian Vocational Education and Training Management Information Statistical Standard.

**Call for EOIs** means this document, including any attachments, schedules and annexures.

**Call for EOIs Process** means the 2018-19 PSP, to the extent that it relates to the seeking of persons to enter into the Contracts, which is commenced by the issuing of this Call for EOIs and concluding upon formal announcement by the Department of the selection of Training Providers or upon the earlier termination of the Call for EOIs.

**CEO** means Chief Executive Officer (or relevant equivalent) of the Training Provider.

**Change in Control** means, in relation to the Training Provider, where any person ceases to have or commences having, directly or indirectly, Control of the Training Provider, but excludes any such event resulting from the transfer of shares or other securities on a stock exchange.

**Closing Time** means the time specified in 3.4 of the **Reference Schedule** by which EOIs (including all supporting documentation) must be submitted in SVTS, or to the Department's Agents as specified in this Call for EOIs.

**Control** means, with regard to an entity:

- a) the legal, financial or equitable ownership, directly or indirectly, of 50 per cent or more of the share capital (or other ownership interest, if not a corporation limited by shares) of the entity;
- b) control or influence of, or having the capacity to control or influence, the composition of the board or other decision-making body of the entity, or of decision making (directly or indirectly) in relation to the financial and operating policies of the entity, whether or not the control or influence is based on statutory, legal, or equitable rights and whether or

not it arises by means of trusts, agreements, arrangements, understandings, practices, the ownership of any interest in shares or stock of that entity or otherwise; or

- c) effective control of the entity.

**Commencement Allocation** means the maximum number of commencements that the Department will fund under a Contract (subject to all other eligibility and funding restrictions), as will be specified in Schedule 2 of the Contract.

**Contract(s)** means either a 2018-19 Standard VET Funding Contract; a 2018-19 Restricted VET Funding Contract; or a 2018-19 VET Funding Contract (non-Victorian based Training Provider delivering to a National Enterprise).

**Contract Offer** means the offer made to the Training Provider by the Department to enter into a Contract.

**Corporate Scorecard** means the Department's independent financial assessor.

**Department** means the State of Victoria acting through the Department of Education and Training.

**Disallowed Person** means any person (which, to avoid doubt, includes any of the types of entity specified in Clause 1.2(h) of the Contract) who, since 1 January 2011:

- a) was a registered training organisation that was party to a contract with the Department regarding government subsidised training which the Department terminated for any reason other than on a ground equivalent to one of the grounds specified in Clauses 18.3(f), 18.3(g) and 18.3(h) of the Contract, or a Relevant Person at such a registered training organisation;
- b) was a registered training organisation that had its registration under the Act, National Act or relevant equivalent legislation revoked, suspended, cancelled or had restrictions imposed on its registered training organisation operations that the Department considers would have affected its ability to provide services equivalent to the Training Services, or a Relevant Person at such a registered training organisation;
- c) was a registered training organisation that was subject to an Other VET Funding Arrangement Termination Event, or a Relevant Person at such a registered training organisation; or
- d) was responsible, via their acts or omissions, for any of the matters raised in paragraph (a), (b) or (c) occurring to another person or entity.

**Eligibility Criteria** means the eligibility criteria set out in [Attachment A](#) of this Call for EOIs.

**Eligible Individual** means an individual who is eligible for training subsidised through the *Skills First* Program in accordance with the eligibility requirements specified in the Contracts.

**Entitlement to Funded Training** means the entitlement to a Government subsidised place in recognised training for persons who are eligible in accordance with the criteria set out in the Act; or established pursuant to the Act, and reflected in the Contract.

**Evaluation Criteria** means the evaluation criteria set out in [Attachment A](#) of this Call for EOIs.

**Evaluation Process** means the evaluation process set out in Section 4 of this Call for EOIs.

**Executive Officer** in relation to an entity, means:

- a) a person (by whatever name called and whether or not a director of the entity) who is concerned in, or takes part in, the management of the entity;
- b) if the entity is a body corporate:
  - i. a person who owns 15 per cent or more of the entity; or

- ii. a person who is entitled to receive 15 per cent or more of dividends paid by the entity;
- c) an administrator, receiver and manager, or liquidator of the entity (other than a receiver and manager, or liquidator, appointed by a court);
- d) if the entity is a body corporate, the administrator of a deed of company arrangement executed by an entity; or
- e) if the entity is a body corporate, a trustee or other person administering a compromise or arrangement made between the entity and another person or other persons.

**Existing Contract Holder** means a Training Provider who has held a Contract with the Department in either 2016 or 2017.

**Expression of Interest (EOI)** means all documents submitted by a Training Provider in response to this Call for EOIs.

**Force Majeure** means a circumstance for the failure to submit their EOI and pertinent documents was triggered by something beyond the Training Provider's reasonable control. In such instances, the Department will only make an exception for a late submission where evidence accompanying a statutory declaration outlining the circumstances resulting in the late submission is promptly provided, and those reasons are accepted by the Department.

**Foundation Skills Approved Provider List** means a list of Training Providers approved by the Department to receive Government funding for the delivery of courses or qualifications on the Foundation Skills List.

**Foundation Skills List** means the specific list of approved foundation courses issued by the Department from time to time.

**Funded Scope** means the specific list of courses for the delivery of which the Training Provider is entitled to be paid Funds under the Contract, as set out in the Contract and varied from time to time pursuant to the Contract.

**High Managerial Agent** in relation to an entity, means an employee or agent of the entity with duties of such responsibility that their conduct may fairly be assumed to represent the entity in relation to its business (which, where the entity is the Training Provider, means its business connected with the delivery of courses and qualifications).

**Improper Assistance** means any assistance that would provide a material advantage over other Training Providers or securing a favourable outcome in relation to the 2018-19 PSP. Improper Assistance does not include assistance provided by other agencies of the State of Victoria where such assistance is provided as part of a partnership arrangement directly related to an EOI.

**Intellectual Property** means any method, discovery, formulae, copyright, all rights in relation to inventions (including registered and registrable patents), registered and unregistered trademarks, registered and unregistered designs, circuit layouts, know-how and confidential information, and all other rights including moral rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields of intangible property.

**Learn Local Organisation** means a Training Provider that is a community owned and managed not-for-profit that is registered with the Adult, Community and Further Education Board.

**National Act** means the *National Vocational Education and Training Regulator Act 2011* (Cth).

**Non-Victorian Contract** means a 2018-19 VET Funding Contract (non-Victorian based Training Provider delivering to a National Enterprise).

**National Enterprise** means an organisation that has no less than 50 employees permanently based within the State of Victoria, and no less than 50 employees permanently based in another Australian State or Territory other than the State of Victoria.

**New Entrant** means a Training Provider that has did not hold a VET Funding Contract in either 2016 or in 2017.

**Optional Initiative** means an initiative that Training Providers can opt in or out of seeking to participate in as part of their EOI. The only Optional Initiative in the 2018-19 PSP is the Foundation Skills Approved Provider List.

**Other VET Funding Arrangement** means:

- a) approval under the *Higher Education Support Act 2003* (Cth) to offer student loans;
- b) a Smart and Skilled contract entered into with the State of New South Wales through its Department of Industry, Skills and Regional Development (or its successor);
- c) a Vocational Education and Training (VET) Pre-qualified Supplier (PQS) Agreement entered into with the State of Queensland through its Department of Education and Training (or its successor);
- d) a WorkReady head agreement entered into with the State of South Australia through its Minister for Employment, Higher Education and Skills (or its successor);
- e) a purchase of training services contract entered into with the VET (WA) Ministerial Corporation (or its successor);
- f) a Skills Tasmania agreement entered into with the State of Tasmania as represented by its Department of State Growth trading as Skills Tasmania (or its successor);
- g) an ACT funding agreement; or
- h) any other arrangement under which the Training Provider is approved to receive Government subsidies for the provision of vocational education and training in any Australian jurisdiction (including any alteration, supplement or replacement of any of the contracts or other arrangements referred to in paragraphs (a) to (g)).

**Other VET Funding Arrangement Termination Event** means, in relation to a registered training organisation, any Other VET Funding Arrangement is terminated in relation to that registered training organisation, other than a termination that affects a number of registered training organisations and is for reasons of government policy or other reasons not associated with that registered training organisation's performance under the Other VET Funding Arrangement.

**Principal Place of Business** means the principal place of business of the legal entity encompassing the Training Provider where employees conduct operations relating to the operation and administration of the entity, for the equivalent of at least three out of every five business days over a calendar year.

**Program** means a course or qualification.

**Program Delivery Plans (PDP)** are electronic forms in SVTS that are submitted by Training Providers relating to the types of training that is intended to be delivered. An individual PDP must be submitted for each Program (course/qualification) a Training Provider intends to deliver in 2018.

**Project Manager** means the person so designated in **Section 3.3**.

**Reference Schedule** means the schedule contained in **Section 3**.

**Registered Training Organisation (RTO)**: has the same meaning as Training Provider.

**Related Training Provider** means a registered training organisation that is any of the following:

- a) an entity that controls, is controlled by, or under common control with the Training Provider (whether directly or indirectly);
- b) an entity with whom the Training Provider has an arrangement, agreement or understanding for the purpose of providing Training Services; or
- c) an entity, one of whose Relevant Persons is also:
  - i. a Relevant Person of the Training Provider or an entity referred to in paragraph (a) above; or
  - ii. a Relative of a person referred to in paragraph (c)(i) above.

**Relative** has the same meaning as in the *Corporations Act 2001* (Cth).

**Relevant Person** means any Executive Officer or High Managerial Agent of the entity, or any person or entity with a material degree of control or influence over the management or direction of any material part of the business (which, where the entity is the Training Provider, means its business connected with the delivery of courses and qualifications).

**RPL** means Recognition of Prior Learning

**Rules** means the Rules in Section 4 of this Call for EOIs.

**Skills First** means the Victorian Government's program for funding an individuals' Entitlement to subsidised Training.

**State** means the Crown in right of the State of Victoria.

**SVTS** means the Skills Victoria Training System or any future replacement system for SVTS.

**TAFE** means Technical and Further Education Institute.

**TOID** means Training Organisation Identifier.

**Training Provider** means a Registered Training Organisation.

**Training Provider Group** means the Training Provider and any other registered training organisation that is a Related Training Provider, other than by reason of paragraph (b) of that term.

**training.gov.au (TGA)** is the official national register of information on Training Packages, Qualifications, Courses, Units of Competency, Modules, Scope of Registration, and Training Providers.

**Victorian VET Student Statistical Collection Guidelines** outline the Department's monthly reporting requirements. These guidelines are available to view online in SVTS; or <http://www.education.vic.gov.au/training/providers/rto/Pages/datacollection.aspx>

**VRQA** means the Victorian Registration and Qualifications Authority.

## 2.1 Interpretation

In this Call for EOIs, unless the context otherwise requires:

- a) the plural includes any singular and vice versa;
- b) a reference to 'dollars' or '\$' is a reference to the lawful currency of Australia;
- c) a reference to a statute, ordinance, code or other law includes subordinate legislation, consolidations, amendments, re-enactments, and replacements of it;
- d) a reference to any legislation or statutory instrument is construed in accordance with the relevant interpretation of that legislation or statutory instrument;

- e) a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time (whether or not its title remains the same);
- f) a reference to a person includes a natural person, body corporate, partnership, association, governmental or local government authority or agency or other entity;
- g) where a term is defined, the definition includes all grammatical forms of that term;
- h) headings are used for reference only; and
- i) the meaning of general words is not limited by specific examples introduced by 'including', 'for example', 'such as' or similar expressions.

### 3 Reference Schedule

#### 3.1 Department

The Department is a reference to the Victorian Department of Education and Training.

#### 3.2 Call for EOIs Reference Number:

The 2018-19 PSP Call for EOIs Reference Number is: **Skills First 2018-19-01**.

#### 3.3 2018-19 PSP Project Manager

The below table contains the details of the 2018-19 PSP Project Manager.

<b>Name and Title</b>	Lawrence Price Manager – Provider Selection Project, Training Market Quality, Department of Education and Training
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#### 3.4 Key Dates

The below table contains the key dates for the 2018-19 PSP.

Activity	Date
<b>Issue Date:</b>	<b>2:00 pm Australian Eastern Standard Time (AEST) Friday 1 September 2017</b>
<b>Start of period for questions or requests for information:</b>	<b>2:00 pm AEST Friday 1 September 2017</b> Enquiries will only be accepted via SVTS ( <i>Submit Applications &gt; Ask a Question</i> )
<b>End of period for questions or requests for information:</b>	<b>4:00 pm AEST Thursday 21 September 2017</b>
<b>Closing Time for EOIs (other than parts of the EOI specified below):</b>	<b>2:00 pm AEST Thursday 28 September 2017</b>
<b>Closing Time for the Statement and Declaration and all supporting documentation:</b>	<b>2:00 pm AEST Thursday 28 September 2017</b>
<b>Closing Time for the Integrated Financial Assessment supporting documents and payment of fees:</b>	<b>2:00 pm AEST Monday 16 October 2017</b>
<b>Closing Time for Optional Initiative applications, supporting documents and payment of fees:</b>	<b>2:00 pm AEST Thursday 28 September 2017</b>

### 3.5 Provider Selection Process Information Sessions

The below table contains the dates of the Department's 2018-19 Provider Selection Process information sessions. Training Providers that are considering lodging an EOI are encouraged to attend an information session. An information session may be recorded and uploaded for viewing via SVTS.

**Prospective attendees must register via SVTS. Unregistered attendees may be unable to participate due to capacity limitations of the venue.**

Any questions raised during these information sessions will be treated in accordance with Section 4.2.1 of this Call for EOIs. Dates and locations are:

Date	Time	Venue
4 September 2017 (Multiple Sessions)	10:00 am – 12.00 pm 2:00 pm – 4:00 pm	Melbourne – Treasury Theatre
5 September 2017 (Multiple Sessions)	10:00 am – 12.00 pm 2:30 pm – 4:30 pm	Melbourne – Treasury Theatre
6 September 2017	1:00 pm – 3:00 pm	Traralgon – Traralgon Business Centre
7 September 2017	10:00 am – 12.00 pm	Bendigo – The Capital Theatre
8 September 2017	10:00 am – 12.00 pm	Geelong – Rydges Geelong

### 3.6 Additional Materials and Resources

Training Providers must familiarise themselves with the full suite of documents that are available **from 1 September 2017** via SVTS > Submit Applications <https://www.eduweb.vic.gov.au/svts>

Significant documents include:

- Draft 2018-19 VET Funding Contract (non-Victorian based Training Provider delivering to a National Enterprise).
- Draft 2018-19 VET Funding Contract – Schedule 2 – Individual Details and Conditions;
- Draft 2018-19 VET Funding Contract – Schedule 3 – Special Initiatives;
- Summary of Key Features of the 2018-19 VET Funding Contract;
- Guidelines to Submitting an Expression of Interest in SVTS (Non-Vic-Based Providers)
- National Enterprise Declaration
- Training Provider Declaration
- Guidelines to the Integrated Financial Assessment
- Guidelines to the Program Delivery Plans
- Draft 2018 Guidelines about Apprenticeship/Traineeship Training Delivery;
- Draft 2018 Guidelines about Determining Student Eligibility and Supporting Evidence;
- Draft 2018 Guidelines about Fees;
- 2018 Funded Courses List;
- Skills First Quality Charter;

- Online Delivery Restriction List;
- Online Service Standards;
- Victorian VET Student Statistical Collection Guidelines - 2017, Version 2; and
- Jobs and Training Needs Reports.

### 3.7 Submitting an EOI

Training Providers must submit their EOIs in accordance with this Call for EOIs via SVTS (at: <https://www.education.vic.gov.au/svts> > Submit Applications) and in the required format as outlined in this Call for EOIs.

Training Providers wishing to be considered for the Optional Initiative (Foundation Skills Approved Provider List) must complete all of the steps outlined in the Guidelines to Submitting an Expression of Interest in SVTS (Non-Vic-Based Providers).

#### 3.7.1 EOIs must be submitted electronically through SVTS.

EOIs must be submitted as follows:

- Program Delivery Plans must be completed and submitted (in accordance with the Guide to the 2018 EOI Program Delivery Plans) by Training Providers through SVTS (at <http://www.education.vic.gov.au/svts/> > Submit Applications > Submit Expression of Interest > Program Delivery Plan List). For the avoidance of doubt, Training Providers **must submit a separate Program Delivery Plan for each Program** (course/qualification) that they intend to deliver in 2018, by 2:00 pm Thursday 28 September 2017.
- Training Providers must complete and submit the Statement and Declaration form in SVTS, and then print the completed Statement and Declaration form, and sign and date the form before an authorised witness, and upload a scanned copy as a PDF at Schedule 1 in SVTS.
- **Training Providers** must complete and submit the required declarations (x2) relating to National Providers through SVTS, prior to the Closing Date.
- Documents relating to the Integrated Financial Assessment must be submitted by all Training Providers, without exception. Documents must be submitted directly to the Department's nominated financial assessor, Corporate Scorecard via [www.2018-provider-selection.corporatescorecard.com.au](http://www.2018-provider-selection.corporatescorecard.com.au). All submissions must accord to the Guidelines to the Integrated Financial Assessment.
- Training Providers that do not directly submit their student statistical data through SVTS; or who have not had a successful upload since 1 July 2017 (or who are not sure), must supply AVETMISS compliant student statistical data by uploading NAT files in Schedule 2 in SVTS.

A username and password are required in order to submit material via SVTS. Training Providers that DO NOT have a username and password for SVTS can find information on creating a username and password by accessing the document "SVTS Login User Guide" at the following link: <http://www.education.vic.gov.au/svts/>

#### 3.7.2 Electronic submission for Optional Initiative

In order to deliver Government subsidised courses on the Foundation Skills List, Training Providers must be approved for inclusion on the Foundation Skills Approved Provider List. Training Providers who are already on the Foundation Skills Approved Provider List will be automatically rolled over in the event they receive and accept a Contract Offer. To apply for this Optional Initiative, Training Providers must:

- Indicate their interest in the relevant Optional Initiative via Schedule 4 of this Call for EOIs on SVTS (at <https://www.eduweb.vic.gov.au/svts> > Submit Applications> Submit Expression of Interest); and
- submit required documents via the VET Development Centre's secure web portal <https://vdc.edu.au/funding-opportunities/>

## 4 Rules of this Call for EOIs

### 4.1 Application of these Rules

Participation in this Call for EOIs Process are subject to compliance with these Rules.

These Rules are deemed to be accepted by all persons having received or obtained the Call for EOIs regardless of whether they submit an EOI. The Rules apply to all facets of the 2018-19 PSP EOI Process.

#### 4.1.1 Late EOI Submissions

EOIs and required documents must be submitted in accordance with Section 3.4 of the Reference Schedule. The Department will not accept any late submissions of information or documents, save for Force Majeure.

#### 4.1.2 Status of this Call for EOIs

Non-Victorian-Based Training Providers are invited to submit an EOI for the Department's consideration. This Call for EOIs is an invitation to apply to be assessed for eligibility and is not a Contract Offer.

This Call for EOIs must not be construed, interpreted, or relied upon (expressly or by implication), as an offer capable of acceptance; or as creating any form of contractual, promissory, restitutionary, or other rights.

#### 4.1.3 Accuracy of this Call for EOIs

Whilst all due care has been taken in connection with the preparation of this Call for EOIs, the Department does not warrant the accuracy of the content of the Call for EOIs. The Department is not liable for any errors or omissions in this Call for EOIs.

#### 4.1.4 Additions and amendments to this Call for EOIs

The Department reserves the right to change any information in, or to issue addenda to, this Call for EOIs. All such changes or addenda will be in writing and will be distributed in the same way as the original Call for EOIs. The Department will not be responsible for any impact on Training Providers of any changes or addenda.

#### 4.1.5 Representations

No representation made by, or on behalf of, the Department in relation to this Call for EOIs (or its subject matter) will be binding on the Department unless that representation is expressly incorporated into a Contract ultimately entered into between the Department and a Training Provider.

#### 4.1.6 Confidentiality

All persons (including Training Providers) obtaining or receiving this Call for EOIs and associated documents must keep the contents confidential, and must only use such information for the purpose of preparing and submitting an EOI in accordance with this Call for EOIs.

The Department will treat all information provided by a Training Provider in their EOI as confidential information. The Department may be required to disclose this information where required by law; or in the circumstances outlined in Section 4.4.6 of this Call for EOIs.

#### 4.1.7 Intellectual Property Rights

Persons obtaining or receiving this Call for EOIs and any documents issued in relation to the 2018-19 PSP must only use these documents for the purpose of preparing an EOI.

Such Intellectual Property Rights as may exist in this Call for EOIs document are owned by and remain the property of the Department.

Training Providers will retain ownership of any Intellectual Property Rights contained in their EOI. The submission of an EOI does not transfer to the Department any interest in the Training Provider's intellectual property rights, except as expressly set out in this Call for EOIs. A Training Provider submitting an EOI is deemed to have licensed the Department (including its agents) to reproduce the whole, or any portion of their EOI for the purpose of enabling the Department to evaluate the EOI.

## 4.2 Communication

### 4.2.1 Requests for clarification or further information

Any questions or requests for further information or clarification of the Call for EOIs (or any other document issued in connection with the Call for EOIs) must be submitted in writing via SVTS (Submit Applications>Ask a Question). The Department refers all parties to review the 2018-19 PSP Q&As Document available on SVTS prior to contacting the Department with a question. The Q&As Document will be regularly updated by the Department.

The period during which the Department will accept questions or requests for further information or for clarification is restricted to the dates outlined in the **Reference Schedule**. The Department encourages all parties to use the 2018-19 PSP Q&As Document.

**NOTE:** De-identified questions and answers may be made available to all Training Providers through the 2018-19 PSP Q&As Document.

### 4.2.2 Meetings

Requests for individual meetings with the Department to discuss the EOI will not be accommodated.

### 4.2.3 Unauthorised communications and activities

Communications with staff of the Department, consultants, or other persons assisting the Department with the 2018-19 PSP are prohibited.

Other than permitted activities expressly provided for in this Call for EOIs, or other activities that are necessary to meet existing contractual obligations to the Department, Training Providers, including agents or other third parties on behalf of Training Providers, must not engage in any activities that are intended to, may be perceived as, or may have the effect of influencing in any way the outcomes of the 2018-19 PSP.

Training Providers, including agents or other third parties on behalf of Training Providers, must not under any circumstances provide or offer to provide any inducements or incentives to staff of the Department, or consultants or other persons assisting the Department with the 2018-19 PSP.

The Department in its absolute discretion may immediately disqualify or exclude an EOI from further consideration if any unauthorised communications or activities are identified.

For the avoidance of doubt, communications with staff of, or consultants to the Department, are unauthorised communications where such communications directly relate to the 2018-19 PSP.

#### 4.2.4 Improper Assistance

The Department in its absolute discretion may immediately disqualify an EOI from further consideration if the Department believes that a Training Provider has sought or obtained improper assistance from any of its employees, agents, contractors, or those of any other agency of the State of Victoria.

For the purposes of section 4.2.4, “**Improper Assistance**” means: any assistance that would provide a material advantage over other Training Providers or securing a favourable outcome in relation to the 2018-19 PSP. Improper Assistance does not include assistance provided by other agencies of the State of Victoria where such assistance is provided as part of a partnership arrangement directly related to an EOI.

#### 4.2.5 Anti-competitive Conduct

In submitting an EOI, Training Providers and their respective officers, employees, agents and advisers must not engage in any collusion, anti-competitive conduct, or any other conduct, activity or representation which may breach the *Competition and Consumer Act 2010* (Cth).

The Department in its absolute discretion may immediately disqualify an EOI from further consideration if it believes that a Training Provider has not complied with this section.

### 4.3 Complaints about the Call for EOIs Process

Any complaint about the 2018-19 PSP must be submitted immediately after the cause of the complaint arising or becoming known to the Training Provider, through SVTS; or in writing to:

**Executive Director**

**Training Market Quality Division, Higher Education and Skills Group  
Department of Education and Training  
GPO Box 4367 MELBOURNE VIC 3001**

Any complaint must set out:

- the basis for the complaint (specifying the issues involved);
- how the subject of the complaint (and the specific issues) affects the person or organisation making the complaint;
- any relevant background information; and
- the outcome desired by the person or organisation making the complaint.

### 4.4 EOI Submission

EOIs must be submitted in accordance with the **Reference Schedule**, and this Call for EOIs. Training Providers must submit EOIs by the applicable Closing Time for each document. The Department in its absolute discretion may extend the Closing Time for the submission of EOI documents.

EOI documents submitted after the applicable Closing Time will not be considered by the Department, unless the Training Provider can evidence that the submission after the Closing Date was as a result of *Force Majeure*.

NOTE: A failure of a Training Provider’s internet system would not constitute grounds for acceptance by the Department of a late EOI. It is the Training Provider’s obligation to ensure it allows enough time to lodge the EOI before the Closing Time.

#### 4.4.1 Format and Contents

Training Providers must ensure that:

- their EOI is presented in the required format and
- all the information fields referred to in this Call for EOIs are completed and contain **all** the requested information.

The Department in its absolute discretion may disqualify an EOI from further consideration if it does not include all of the required information in the prescribed form.

#### 4.4.2 Illegible Content, Alteration and Erasure

The Department may disregard any content in an EOI that is not legible or contains mistakes. The Department is not obligated to seek clarification from a Training Provider. Training Providers are obligated to ensure that all documentation submitted is accurate and legible.

Unsigned, undated, or incomplete Statutory Declarations may result in an EOI being disqualified.

#### 4.4.3 Notification of Errors

If the Training Provider becomes aware of an error in their EOI after its submission (other than a clerical error which would have no bearing on the evaluation of the EOI), the Training Provider must promptly notify the Department through an SVTS enquiry of such error with an explanation surrounding the circumstance of the error. The Department in its absolute discretion may either accept or reject corrections received after the Closing Date, and will reject such corrections if the Department reasonably considers that the correction would materially alter the substance of the EOI.

Training Providers are obligated to ensure that all documentation submitted is accurate and legible.

#### 4.4.4 Provision of False or Misleading Information

Training Providers must not include any false or misleading information in their EOI, and must not otherwise engage in any misleading and deceptive conduct or other misrepresentation in relation to their EOI.

The Department in its absolute discretion may disqualify an EOI in the event of any false or misleading representation or conduct.

In the event that a Contract is offered and accepted and the Department subsequently discovers that the Training Provider made a false or misleading representation, the Department may (without limiting any of its other rights):

- withdraw any offer it has made to the Training Provider in relation to any proposed Contract between the parties; or
- exercise any of its rights at law or arising under or in connection with the Contract in the event that one is executed.

#### 4.4.5 EOI Preparation

The Department will not be liable for any fees, cost, expense, or loss incurred by Training Providers, or any other person, in relation to an EOI or the outcome of the Call for EOI Process.

#### 4.4.6 Disclosure of EOI Contents and EOI Information

EOIs will be treated as confidential by the Department. The Department will not disclose EOI content, including the outcome, except:

- as provided for in this Call for EOIs;
- as required by law (including, amongst other things, as required under the *Freedom of Information Act 1982* (Vic));
- for the purpose of investigations by the Australian Competition and Consumer Commission or other authorities having relevant jurisdiction;
- to the Victorian Registration and Qualifications Authority or the Australian Skills Quality Authority, for the purpose of a risk assessment of the Training Provider;
- to other Commonwealth, State or Territory Departments or Agencies; and
- to other Victorian Government agencies, external consultants and advisers of the Department engaged to assist with the Call for EOIs Process.

A Training Provider submitting an EOI is deemed to have licensed the Department to reproduce the whole, or any portion of, the EOI for the purpose of enabling the Department to evaluate their EOI.

In submitting an EOI, the Training Provider accepts that the Department may, in accordance with the requirements of applicable Victorian Government policy, publish:

- the name of a Training Provider; and
- the terms of the Contract.

#### 4.4.7 Validity Period

The contents of EOIs must remain valid for a minimum of 180 days from the Closing Time. The period of validity of an EOI may be amended by mutual agreement between the Department and a Training Provider.

#### 4.4.8 Conditional EOIs

An EOI must be submitted on an unconditional basis and not subject to any conditions, including but not limited to:

- approval by the board of the Training Provider or any related body corporate of the Training Provider being obtained;
- the Training Provider conducting due diligence or any other form of enquiry or investigation;
- the Training Provider (or any other party) obtaining any regulatory approval or consent;
- the Training Provider obtaining the consent or approval of any third party; or
- the Training Provider stating that it wishes to discuss or negotiate any terms and conditions of the Contract as offered.

The Department in its absolute discretion may disqualify from further consideration any EOI that is, or is stated to be, subject to any of the conditions detailed above.

#### 4.4.9 Acceptance and Negotiation

The Department reserves the right in its absolute discretion to accept an EOI in part or in whole, or to negotiate with a Training Provider.

### 4.5 EOI Evaluation

EOIs will be assessed against the Eligibility Criteria and Evaluation Criteria specified in [Attachment A](#) of this Call for EOIs.

Without limiting the Department's rights, EOIs assessed by the Department as not meeting the Eligibility Criteria will be disqualified from further consideration and will not be evaluated against the Evaluation Criteria.

Training Providers seeking consideration for the Optional Initiative will be further evaluated according to the conditions specified in [Attachment B](#).

A Training Provider will only be deemed successful for a Contract upon written notification by the Department.

The Department in its absolute discretion may extend the evaluation period of any EOIs.

#### 4.5.1 Change in Control

Training Providers must immediately notify the Department of any proposed Change in Control to the Training Provider as soon as that fact is known, or within no less than 20 Business Days prior to the Change of Control taking effect. A failure to notify the Department of any Change in Control enables the Department in its absolute discretion to disqualify an EOI.

#### 4.5.2 Matters Considered During Evaluation Process

In evaluating an EOI against the Eligibility Criteria and Evaluation Criteria, the Department may take into account:

- any matter included in an EOI or other document submitted by the Training Provider;
- any information held by the Department in relation to the Training Provider, including, but not limited to:
  - past adherence to data and reporting requirements;
  - history of performance in current or previous contracts between the Training Provider and the Department; or any Other VET Funding Arrangement; and results of audits or reviews conducted into a Training Provider;
  - results of student and employer surveys; and
- information provided by stakeholders of the Department, including:
  - the Victorian Registration and Qualifications Authority (**VRQA**);
  - the Australian Skills Quality Authority (**ASQA**);
  - the National Centre for Vocational Education Research (**NCVER**);
  - other agencies of the State of Victoria or other Commonwealth, State or Territory Departments or Agencies;
  - other stakeholders, as necessary; and
- information obtained by the Department as a result of its own due diligence and enquiries, including but not limited to documents examined; facilities and class-time observations made by the Department or its agents; and communication with past or present clients of the Training Provider.

Without limitation, and in the absolute discretion of the Department, in evaluating EOIs the Department may take into account:

- the results of its own due diligence investigations and enquiries;
- information obtained from communication with past and present clients of the Training Provider;
- data submitted by the Training Provider to State and/or Commonwealth agencies;

- any historical information available to the Department; and
- the current probity standing of the Training Provider and its related entities, and any impact this standing may have on the Training Provider's ability to perform under a Contract.

#### 4.5.3 Clarification of EOIs

For the avoidance of doubt, the Department may, but is under no obligation to, seek clarification of anything in an EOI. The Department reserves the right to disregard any clarification that the Department considers to be unsolicited or otherwise impermissible in accordance with the Rules. Training Providers are obligated to ensure that all of the documentation submitted is comprehensible, accurate and legible.

If the Department does seek any clarification from a Training Provider, failure to supply such clarification to the satisfaction of the Department may, in the Department's sole discretion, render the EOI liable to disqualification.

#### 4.6 Notification of EOI Outcomes

The Department will notify all Training Providers of the outcome of their EOI through an SVTS enquiry and through registered post. If your organisation does not wish to receive an outcome notification via SVTS, please advise the Department via an SVTS enquiry.

A Training Provider will only be considered to have been successful in their application for a Contract upon written notification by the Department. Selection as a successful Training Provider does not give rise to a contract (express or implied) between the Training Provider and the Department. No legal relationship will exist between the Department and a successful Training Provider until such time as they enter into the Contract in accordance with the Contract Offer process advised by the Department.

##### 4.6.1 No obligation to enter into a VET Funding Contract.

The Department is under no obligation to enter into a Contract with any successful Training Provider, including if to do so would be contrary to the public interest (as determined by the Department).

##### 4.6.2 Contract Settlement

The Department in its absolute discretion will determine:

- which Programs (courses/qualifications) nominated by the Training Provider through the various Program Delivery Plans will be agreed for inclusion in the Training Provider's Funded Scope; and
- for Programs (courses/qualifications) that the Department agrees to include in the Training Provider's Funded Scope, any restrictions on the provision of the Program (courses/qualifications), including, but not limited to the number of commencements, the delivery location(s), delivery method(s) or delivery mode(s).

Decisions made by the Department through this process will form part of any Contract Offer.

#### 4.7 Training Provider Warranties

By submitting an EOI, a Training Provider warrants that:

- a) it did not rely on any express or implied statement, warranty, representation (whether oral, written, or otherwise), made by or on behalf of the Department, its officers, employees, agents or advisers;

- b) it did not use Improper Assistance (as defined in section 4.2.4) of Department employees or agents or information unlawfully obtained from the Department;
- c) it has examined this Call for EOIs, and any other documents referenced or referred to in this call for EOIs; and any other information made available in writing by the Department to Training Providers for the purposes of submitting an EOI;
- d) it has sought and examined all necessary information which is obtainable by making reasonable enquiries relevant to the risks and other circumstances affecting its EOI;
- e) it has otherwise obtained all information and advice necessary for the preparation of its EOI;
- f) it understands that it is bound by and must abide by the Rules;
- g) it acknowledges that if any part of the EOI is incomplete, illegible or otherwise not in accordance with the Call for EOIs, the Department in its absolute discretion may disqualify the EOI;
- h) it is responsible for all costs and liabilities related to the preparation and submissions of its EOI;
- i) it will notify the Department of any Change in Control as soon as the fact becomes known;
- j) it will provide additional information within the timeframe if requested by the Department to clarify any errors of form contained in their EOI;
- k) it has not provided any false or misleading information, material or otherwise; and
- l) has not engaged in misleading or deceptive conduct, collusion, anti-competitive conduct or any other conduct, activity or representation, in contravention of the *Competition and Consumer Act 2010* (Cth).

#### 4.8 Department's Rights

Notwithstanding anything else in this Call for EOIs, and without limiting its rights at law or otherwise, the Department reserves the right in its absolute discretion to:

- a) cease to proceed with, or suspend the 2018-19 PSP or this Call for EOIs;
- b) alter the structure and timing of the 2018-19 PSP or this Call for EOIs;
- c) vary any time or date of the 2018-19 PSP or this Call for EOIs;
- d) disqualify the participation of any Training Provider or any other person in the 2018-19 PSP;
- e) reject any EOI that in its opinion is unacceptable;
- f) disregard any content in an EOI that is illegible;
- g) disqualify an incomplete EOI or evaluate it solely on the information contained within it;
- h) make an offer of a Contract to any Training Provider;
- i) require additional information, clarification or a Statutory Declaration from any Training Provider, or any other person, or permit additional information or clarification where the Department considers it necessary;
- j) negotiate with any one or more Training Providers and allow any Training Provider to alter its EOI;
- k) call for new EOIs;
- l) disqualify from further consideration any EOI received after the Closing Time (or not received in full). Without limiting the Department's rights in this Call for EOIs, the Department may at any time in the Evaluation Process choose to:
  - shortlist one or more Training Providers; or
  - commence or continue discussions with all or some Training Providers without shortlisting any Training Providers.

- m) shortlist any Training Providers in its Evaluation Process without providing any form of notification;
- n) conduct an audit or review of a Training Provider;
- o) add or remove commencements to or from a Training Provider's Funded Scope;
- p) offer a Training Provider either form of Contract;
- q) disqualify any EOI from further consideration that does not comply with the requirements of the 2018-19 PSP or the Rules;
- r) disqualify any EOI from further consideration if the Department becomes aware that it contains false or misleading information, or that the Training Provider has engaged in misleading and deceptive conduct, or any collusion, anti-competitive conduct; or any other conduct, activity or representation inconsistent with the *Competition and Consumer Act 2010* (Cth);
- s) disqualify any EOI from further consideration in circumstances where a Training Provider does not comply with the Training Provider Warranties contained in these Rules; and
- t) suspend or terminate the Call for EOIs Process or the 2018-19 PSP at any time and without having to give reasons.

#### 4.9 Governing Law

The 2018-19 PSP is governed by the laws applying in the State of Victoria. Each Training Provider must comply with all relevant laws in preparing and submitting its EOI.

## 5 ATTACHMENT A – Eligibility and Evaluation Criteria

Training Providers must meet all of the Eligibility Criteria and must be assessed by the Department as meeting the Evaluation Criteria. The Department reserves the right to offer or not to offer a contract to any Training Provider for any reason, including but not limited to the criteria set out below.

<b>PART I: Eligibility Criteria</b>
a) Non-Victorian based Training Providers must be registered with ASQA; or the WA Training and Accreditation Council (TAC).
b) Non-Victorian based Training Providers must have in place a legally binding agreement with a National Enterprise under which over each of the 2018 and 2019 calendar years, the Training Provider will deliver accredited training to: <ul style="list-style-type: none"><li>i. at least 50 Victorian Employees of that National Enterprise per calendar year; and</li><li>ii. at least 50 employees of that National Enterprise in Australian States or Territories other than Victoria per calendar year</li></ul> As evidenced by the Training Provider Declaration and the National Enterprise Declaration.
c) The Non-Victorian based Training Provider must have at least one nationally recognised Program (course/qualification) for delivery on its scope of registration, for delivery within Victoria on the date of opening of the Call for EOIs.
d) Non-Victorian based Training Providers never contracted with the Department, or contracted prior to 2016, must have delivered training (that the Training Provider seeks to deliver under a Contract) in one or more nationally recognised program to: <ul style="list-style-type: none"><li>i. a minimum of 20 students in 2016 calendar year; <u>and</u></li><li>ii. a minimum of 10 in 2017 calendar year (by July 2017)</li></ul> as evidenced by AVETMISS compliant student statistical data.
e) Since January 2011 the Non-Victorian based Training Provider must not: <ul style="list-style-type: none"><li>i. have had a Victorian VET Funding Contract or Service Agreement terminated by the Department on the basis of performance; or</li><li>ii. have had any Other VET Funding Arrangement, terminated on the basis of performance; or</li><li>iii. have via its acts or omissions, been responsible for any of the above occurring to another person or entity.</li></ul>

<b>PART I: Eligibility Criteria</b>
f) The Non-Victorian based Training Provider must not be currently engaging, employing, contracting or otherwise dealing with any Disallowed Person (see definition in Section 2)
g) The Non-Victorian based Training Provider must have completed all documents, made all declarations, and lodged all documents, as required by the Department for this Call for EOI, to the satisfaction of the Department.
h) The Non-Victorian based Training Provider must have completed and lodged all financial assessment documentation with Corporate Scorecard; and pay the fee of \$385.00 to Corporate Scorecard for costs associated with the independent Integrated Financial Assessment.

<b>PART II: Evaluation Criteria</b>
<b>Financial Assessment</b>
a) The Non-Victorian based Training Provider must pass the Integrated Financial Assessment, extending to aspects of statutory compliance and economic dependency, as determined by the Department's independent financial assessor.
b) The Non-Victorian based Training Provider must have achieved a rating of 'satisfactory' or higher with respect to probability of default as determined by Corporate Scorecard
c) The Non-Victorian based Training Provider must have directors, committee members and executives with a satisfactory history of debt recovery court actions or insolvency proceedings, as determined by the Department through information provided by the Department's independent financial assessor, or as otherwise determined by the Department.
<b>Compliance and Quality</b>
a) The Non-Victorian based Training Provider must be assessed by the Department as having a satisfactory history of delivering training, including with either <ol style="list-style-type: none"><li>the Department; or</li><li>under any Other VET Funding Arrangement.</li></ol> In evaluating this criterion, the Department will exercise its own discretion and due diligence, including a review of data submitted to the NCVET against measures associated with delivery and typical course duration and including consideration of the items outlined in section 4.5.2 of this Call for Expressions of Interest 'Matters Considered During Evaluation Process.'
b) For Non-Victorian based Training Providers who did not hold a VET Funding Contract in 2016 or 2017, upon receipt of an EOI, the Department will conduct an Entry to Market Quality Review (which the Training Provider must pass to the satisfaction of the Department) and will make contact with relevant Training Providers to facilitate this.

**PART II: Evaluation Criteria**

- c) Consideration of the Non-Victorian based Training Provider's Program Delivery Plans.

## 6 ATTACHMENT B – Optional Initiative Checklist

Training Providers wishing to be included on the Foundation Skills Approved Provider List; or are already on the Approved Provider List and wish to change their domain must meet the below conditions (refer to Section 5.2 for detailed instructions):

Conditions
a) The Training Provider must have submitted an EOI in accordance with this Call for EOIs and satisfy the conditions of Attachment A.
b) The Training Provider must submit all required supporting documentation and have a demonstrated capability to provide high quality Foundation Skills training as assessed by the VET Development Centre via <a href="https://vdc.edu.au/funding-opportunities/">https://vdc.edu.au/funding-opportunities/</a>