

## Reconnect Program (2021) – Application Terms and Conditions

### 1. Funding Criteria

Only the organisations that meet the eligibility criteria and meet the Terms and Conditions are eligible to make an application. Organisations not currently funded by the Department must provide proof of their legal status. The Applicant must have an Australian Business Number (ABN) or provide written advice from the Australian Tax Office that withholding tax is not required from the grant payment.

### 2. Consortia, Coalitions and Subcontracting

There are three legal and management options available to consortia in making a submission. Each of these types of arrangements is acceptable to the Department:

- a) incorporate as a single body (where the single body as the Lead Organisation will make the application)
- b) each member signs as part of a non-incorporated consortium (where the Lead Organisation will make the application on behalf of the consortium), or
- c) subcontracting by the Lead Organisation to other members of the consortium (where the Lead Organisation will make the application).

The Department encourages partnerships with the objective of promoting integration to better meet the needs of the community. Where the Organisation is a consortium, the submission must indicate which parts of the project each entity comprising the consortium is proposing to provide. Where subcontracting is proposed, the submission must detail how the Lead Organisation and the subcontractor(s) would relate to each other to ensure full provision of the required services.

### 3. Evaluation of Submissions

Eligibility and evaluation criteria will be used to evaluate all submissions and determine the successful service Organisation(s). Submissions need to address all the elements within the criteria.

### 4. Additional Information

Should information additional to that contained in a submission be required while submissions are being considered by the Department, written information and/or interviews may be requested at no cost to the Department. The name and telephone number of an officer or employee of the organisation capable of clarifying technical and commercial aspects of the submission must be provided.

### 5. Negotiation

The Department may elect to negotiate with short-listed organisations after the nominated closing date for submissions.

### 6. Part Offers

The Department may accept submissions in relation to part of the scope of activity described in this brief, or appoint one, more than one or no organisation on the basis of the submissions received.

**7. Lobbying**

Applicants are reminded that they should not attempt to exert influence on the outcome of the assessment process by lobbying, directly or indirectly, the Departmental staff or Members of Parliament.

**8. Unauthorised Communication and Improper Assistance**

Applicants are required to direct all communications through the Departmental Representative, unless advised otherwise by the Departmental Representative or the Department. Unauthorised communication and/or seeking to obtain assistance of employees, agents or contractors of the Department in preparation of their proposal may, in the absolute discretion of the Department, lead to disqualification of the application.

**9. Conflicts of Interest**

Organisations must declare to Department any matter or issue that is, or may be perceived to be, or may lead to, a conflict of interest regarding their submission or participation in providing the services described. Where applicable, organisations must also describe a strategy designed to avoid any conflict of interest. Refer to PART 11 of the application.

**10. Insurance**

In accordance with the standard Common Funding Agreement terms and conditions, all organisations are required to indemnify the Department against a claim by any person for loss of or damage to property, death or personal injury or other financial loss caused by the negligence of or breach of statutory duty by the successful Applicants. Refer to PART 9 of the application.

**11. Funding Conditions**

- The successful Applicants must enter into a Common Funding Agreement with the Department that includes conditions and reporting requirements.
- Funds must be spent on the project as described in the approved business case.
- Any variation to the approved project must be submitted to the Department for approval prior to implementation.
- Police Checks and Working with Children Checks are conducted on staff and people aged 18 and over who come into regular, direct and unsupervised contact with young people participating in the program.
- The successful Applicants must have at least \$10 million Public Liability Coverage to cover all aspects of operations of the project delivery. Successful Applicants will be required to produce a certificate of currency to verify their insurance.
- The assessment of this application and any decision to approve funding is a decision for the Department in its absolute discretion. All decisions of the Department in relation to a funding application and the assessment process is final.
- The submission of an application does not guarantee funding and successful Applicant may not be granted the amount or terms of funding they requested.
- The Department may extend, cancel and amend the process for applying for funding at any time without an Applicant's consent.
- Department is not liable for claims arising from the application. Applicants must pay all costs associated with their application and Department will not be responsible for paying any of the costs incurred.

- The Department may choose not to negotiate on its decision in relation to funding applications or the conditions of any funding that is granted.
- Compliance with applicable Department policies:
  - Local Jobs First Policy available at :  
<https://localjobsfirst.vic.gov.au/agency-guidance/issue-grants>
  - Betrayal of Trust Policy available at :  
<https://www.justice.vic.gov.au/safer-communities/protecting-children-and-families/organisations-providing-services-to-children-new>

## **12. Accuracy of the Application**

The Department does not warrant the accuracy of the content of the application. The Department will not be liable for any omission from the application.

## **13. Privacy & Confidentiality**

The Department may collect personal information when needed for the grant funding process. The information will be securely held by the Department and managed in accordance with the Privacy and Data Protection Act 2014 and the Public Records Act 1973 and will not be provided to third parties unless required or allowed by law.

The Department may require persons and organisations provided with this application (or information relevant to this application) to execute a Deed of Confidentiality in a form required by, or satisfactory to, the Department before or after access is granted. Whether or not execution of a Deed of Confidentiality is required by the Department, all persons obtaining or receiving this application and any other information in connection with the application must keep the contents of the application and such other information confidential and not disclose or use that information except as required for the purpose of developing a response to this application.

## **14. Quotation Documents**

All responses to the application and any accompanying documents will, upon submission, become the property of the Department. The Department will not return any of these documents. By submitting a response to this application, an Invitee licenses the Department to reproduce the whole or any portion of the documents which it has submitted for the purposes of, or in connection with, its evaluation, notwithstanding any copyright or other intellectual property rights that may subsist in those documents.

## **15. Late Applications**

If an application is lodged after the Closing Time, it may be disqualified from the application process and may be ineligible for consideration unless:

- The invitee can clearly document to the satisfaction of the Department that an event of exceptional circumstances caused the application to be lodged after the Closing Time; and
- The Department is satisfied that accepting a late submission would not compromise the integrity of the market approach.

The determination of the Department as to the actual time that the Invitee's response is lodged is final. All applications lodged after the Closing Time will be recorded by the Department. The Department will inform an invitee whose Quotation was lodged after the Closing Time of their ineligibility for consideration.

**16. Incomplete Applications**

If an application does not include all the information in the format required by the application or is incomplete in any way as determined by the Department in its sole discretion, it may be rejected.

**17. Validity of Application**

An application will be valid for acceptance by the Department for a period of 90 Business Days from the Closing Time. This period may be extended by mutual agreement between the parties.

**18. Reservation**

The Department reserves the right to, in its absolute discretion, refuse to consider or accept any application. The Department will not necessarily accept the lowest priced application nor any other application. The Department further reserves the right to:

- a) reject all application without giving reason for the rejection;
- b) accept a portion or the whole of any application at the price or prices quoted unless the application states specifically to the contrary; and
- c) negotiate with one or more Invitee's and allow any Invitee to vary its application.

**19. Preferred Supplier**

Selection as a preferred supplier does not give rise to a contract (express or implied) between the preferred supplier and the Department for the supply of Goods and/or Services. No legal relationship will exist between the Department and the preferred supplier until such time as a binding contract is executed by both parties.

**20. Performance Monitoring and Liaison**

Performance monitoring will be managed through the appropriate Departmental division (depending on the location of the program) and be undertaken through liaison with the successful Applicants.

**21. Statement of Departures**

Applicant must state in their submissions that they have not proposed any changes or departures from this document. By making a submission in response to this document, organisations are deemed to have accepted these conditions.

**22. Presumption to Full Disclosure**

The Victorian Government has a strong presumption in favour of disclosing agreements and, in determining whether any clauses should be confidential, specific Freedom of Information (FOI) principles (including a public interest test) will apply. The Government cannot pre-empt the workings of the Freedom of Information Act 1982 or constrain the Auditor-General's powers to secure and publish documents as appropriate.

**23. Disclosure of Submission and Agreement Details**

Subject to this clause and the Conditions of Agreement, all documents provided by the organisation will be held in confidence so far as the law permits. Notwithstanding any copyright or other intellectual property right that may subsist in any documents, by making a submission the organisation licenses the Department to reproduce the whole or any portion of the submission documents for the purposes of evaluation. In making its submission, the organisation accepts the Department may publish (on the internet or otherwise) the name of

the successful or recommended organisation(s) and the value of the successful agreement(s), together with the provisions of the agreement generally.

**24. Non-Disclosure of Agreement Provisions**

Non-disclosure of agreement provisions must be justified under the principles for exemption within section 34(1) of the Freedom of Information Act, providing that information acquired by an agency or a government minister from a business, commercial or financial undertaking is exempt under the Act if the information relates to trade secrets or other matters of a business, commercial or financial nature and the disclosure would be likely to expose the undertaking unreasonably to disadvantage. The Department will consider these arguments in the evaluation and negotiations with organisations.

**25. No Grant Binding Agreement**

No binding agreement, legal relationship or other understanding for the supply of funding will exist between the Department and any Applicant unless and until there is a co-signed formal written funding agreement between the parties

**26. Website Navigation Information**

The Department's online portal uses cookies that are session and persistent based. Session cookies exist only during one session and disappear from your computer when you close or turn off your computer. Persistent cookies remain on your computer after you have closed your browser or turned off your computer. No cookies contain your personal information.

**27. Data Security**

All the information in the application is transmitted into a Department's secure environment once the application is submitted. Saved draft can be viewed by the Department, but will not be assessed until the application has been submitted. Saved drafts are considered as invalid applications.