

Attachment A

Local Industry Development Plan – with Major Projects Skills Guarantee – SAMPLE ONLY

Considerations

This document provides a template to prepare a Local Jobs First Local Industry Development Plan (LIDP).

While working on this document, bidders are encouraged to consult with the Industry Capability Network (ICN) Victoria. Please allow enough time for ICN to assist you. ICN can be contacted on (03) 9864 6700 or at info@icnvc.org.au. The Local Jobs First Supplier Guidelines document has more details on this process.

Your responses contained in this LIDP will inform the procuring agency’s assessment of your tender in relation to the 20 per cent weighting (10 per cent for industry development and 10 per cent for job outcomes) applicable to Local Jobs First projects.

Please note, for your LIDP to receive an ICN Acknowledgement Letter, all fields of this document and all cells in the tables must be completed. If you have no information to give, please note N/A or 0, as applicable.

Organisation and Project Details

1. Company Details	
Company/Organisation/joint venture/consortium name	Click here to enter text.
Main contact person	Click here to enter text.
Contact phone	Click here to enter text.
Contact email	Click here to enter text.
Secondary contact person	Click here to enter text.
Secondary contact phone	Click here to enter text.
2. Project Details	
Project name	Click here to enter text.
Tender reference number	
Tender due date	[date]
Government agency	Click here to enter text.
Government Contract manager	Click here to enter text.
Project Description <i>Please give a detailed description of the project scope.</i>	

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Local Jobs First Commitments		
3. Local Content Commitment		
Local Jobs First Criteria	Strategic Project Requirements	Commitment
ANZ Value-Added Activity Local content (or ANZ value added activity) = the total cost of a product or service without the imported content.	The bidder shall demonstrate its ability to deliver the following requirements set by the Minister for Jobs, Innovation and Trade: <ol style="list-style-type: none"> 1. % minimum local content 2. % of MPSG deemed labour hours 	In the field below, outline your ANZ Value-Added Activity commitment:
		<ol style="list-style-type: none"> 1. % minimum local content 2. % of estimated labour hours

4. Employment Commitment

A primary objective of the Local Jobs First Policy is to promote employment and business growth by providing opportunities for local businesses. Agencies must consider the jobs outcomes of bids when awarding a contract. For more information on this process, refer to the Local Jobs First Supplier Guidelines.

Calculate the number of retained and/or new jobs to be created in **Australia and/or New Zealand** during the life of this project. **This number covers both your company and those from your supply chain, if you are using a supply chain.**

A retained job means a job (one Annual Employee Equivalent) that has been working for a supplier or subcontractor before signing a project contract, working in tasks/works related to the project. This may also be referred to as an existing employee.

A new job means a job (one Annual Employee Equivalent) that has been specifically employed by a supplier or subcontractors, because of the work generated by a specific project.

Note: Annual Employee Equivalent (AEE) is used in place of Full Time Equivalence (FTE). Created/retained numbers must be provided in AEE.

Annualised Employee Equivalent is calculated by dividing the total paid hours of the contract by 1,976. 1,976 reflects the total full-time working hours paid yearly to a full-time employee (38 hours per week for 52 weeks).

*Note: The table includes a breakdown of apprentices, trainees and standard jobs created or retained workhours, however the **Total Workhours** is calculated on the **Total** cells only.*

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The following sections outlines your jobs outcomes commitments to this project.

- Created and Retained jobs – head contractor refers to the jobs to be either created or retained in your company.
- Created or retained – supply chain refers to jobs created or retained in the companies you are engaging in your supply chain if you are using one. You will need to contact your supply chain to confirm these details with them.

Note that agencies will not give a higher weighting for more created or retained jobs – they will be considered equal.

Employment type	Created	Retained	Total
Victorian Apprentices	0.00	0.00	0.00
Victorian Trainees	0.00	0.00	0.00
Victorian Cadets	0.00	0.00	0.00
Victorian Standard Employees	0.00	0.00	0.00
<i>Total Victorian AEE</i>	<i>0.00</i>	<i>0.00</i>	<i>0.00</i>
Rest of ANZ Apprentices	0.00	0.00	0.00
Rest of ANZ Trainees	0.00	0.00	0.00
Rest of ANZ Cadets	0.00	0.00	0.00
Rest of ANZ Standard Employees	0.00	0.00	0.00
<i>Total rest of ANZ AEE</i>	<i>0.00</i>	<i>0.00</i>	<i>0.00</i>
<i>Total AEE - apprentices</i>	<i>0.00</i>	<i>0.00</i>	<i>0.00</i>
<i>Total AEE - trainees</i>	<i>0.00</i>	<i>0.00</i>	<i>0.00</i>
<i>Total AEE - cadets</i>	<i>0.00</i>	<i>0.00</i>	<i>0.00</i>
<i>Total AEE - standard employees</i>	<i>0.00</i>	<i>0.00</i>	<i>0.00</i>
<i>Grand Total AEE</i>	<i>0.00</i>	<i>0.00</i>	<i>0.00</i>
<i>Total Workhours</i>	<i>0</i>		
<i>Contract length (in months)</i>	<i>0</i>		

Implementation Plan

The following sections outlines how you will use local products, services and skills to meet the commitments. Please outline the way you will identify, assess and select local products, services and skills to meet the commitments stated in this LIDP, and how you will monitor these commitments. Note your responses should reflect the size and complexity of the project you are bidding for. For example, if the project is a straightforward maintenance or construction, the ICN will not require as much information as for a large-scale, publicly announced project.

5. Identifying and selecting local products and skills

5.1 Consultation Process

Many of the products and skills required to complete this project may be available locally. If applicable, please say how you will work with local companies to identify local products, services and skills to minimise the use of

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overseas companies and increase participation from local businesses. Please indicate if you will commit to consulting with:

- ICN
- Department of Jobs, Precincts and Regions
- Jobs Victoria
- Government organisations and agencies
- Industry associations
- Employment associations
- TAFEs
- Universities
- Subcontractors
- Architects
- Design Engineers
- N/A (please outline why consultation is not required)
- Other (Please Specify Below)

5.2 Alerting Local Suppliers

Please say how you will alert local companies of upcoming tenders and contract requirements in relation to this contract, including regional economic development benefits by outlining proposals to maximise regional SME participation and regional employment Please tick the boxes indicating any steps you will take to achieve this:

- Issuing work packages on ICN Gateway
- Advertising in the local newspapers' tender section
- Contacting businesses directly at tender time to see if they are interested
- Using databases/websites to alert local businesses
- Hosting forums to promote opportunities
- Use of regional SMEs
- Does not apply to this project
- Other (please specify)

5.3 Number of small to medium enterprises engaged

Please confirm the number of small to medium enterprises you will engage as part of your supply chain in order to fulfil the commitments made in this LIDP.

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5.4 Alerting local designers (if applicable)

Have you drafted the specification in a way that preferences local design engineers and architects? If so, how?

6. Process for assessing local and value-added content

6.1 Process for assessment

Please explain how you will determine what is local and what is not in your selection of products and services to undertake this project, and how you will prioritise the selection of local products and services.

Bidders should demonstrate how they will assess the local value-added content in a product or service they will provide into the project and ensure they are given preference over imported goods, products and services. This could include a checklist to assess local content in a product or service. Bidders should instruct subcontractors to consider local products and services, and how they may go about doing so.

6.2 Benchmarking

Where engaging a supply chain, bidders should develop benchmarks evaluating proposals. This benchmarking should be based on “whole-of-life” cost parameters, appropriate quality, and performance. This may include the application of the principles of Local Jobs First in their procurement process and setting a benchmark of a nominal percentage point for local value-added activities. This could be expressed in the form of a Local Jobs First declaration agreed upon between the subcontractor and the bidder before the project starts. Bidders may seek assistance from ICN on this benchmarking process.

If applicable, please outline your benchmarking process.

7. Major Projects Skills Guarantee Applicable Projects

Bidders for MPSG applicable projects must use the Deemed Hours Formula outlined below. Further help can be found in the Supplier Guidelines – Appendix 2.

Bidders do not need to give the workings of the formula (apart from listing specialist equipment – see below) but must keep a record that can be requested by the Procuring agency, Department of Jobs, Precincts and Regions or the Local Jobs First Commissioner.

MPSG Glossary

Adjusted Contract Price - A calculation that informs the MPSG Deemed Hours Formula. Adjusted Contract Price is calculated by taking the sum of the specific contract, minus 10 per cent GST, the profit margin the company expects to make, and the specialist equipment involved.

Deemed hours formula – Refers to the method prescribed by the MPSG for determining a project’s total estimated labour hours, based on contract value. It is the basis from which the minimum MPSG requirement is determined for each applicable project. To be determined by the agency.

Deemed labour ratio - The percentage of the total contract sum that will spent on labour. Separate labour ratios and hourly rates have been developed for building construction projects, civil and infrastructure projects, and for mixed building and infrastructure construction projects based on industry data. To be determined by the agency.

Specialist Equipment - Refers to significant items or systems of equipment of significant cost that will be purchased by the supplier to meet the scope of works on a specific Local Jobs First project.

Total Contract Sum – The sum of the contract to a specific LIDP. May form just one part of the total project value.

Deemed Hours Formula

In the field below, you must give the total labour hours and MPSG target for apprentices, trainees and cadets.

	Rate	Value (\$)
Total contract sum		
Less GST	10%	
Less margin		
Less specialist equipment		
Total contract deductions		
Adjusted Contract Price		
Deemed labour ratio		
Deemed labour hourly rate		
Minimum 10% target	10%	

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Total labour hours committed:

Please list items you have listed as specialist equipment when determining the above formula:

Workforce:

The breakdown of use of the three categories of apprentices, trainees and cadets should reflect the realistic use of these categories in your industry. For example, if your industry is one that makes use of cadets more than apprentices, this should be reflected in the breakdown of your commitments to apprentices, trainees or cadets. Contractors are to avoid reliance on any one group to achieve compliance where this is outside the industry or sector norm.

Please confirm your MPSG target for apprentices, trainees and cadets will be reflective of the overall workforce of your industry:

Yes No

8. Local Jobs First Monitoring and Reporting

A main component of the LJF is ongoing monitoring and reporting on outcomes achieved throughout project delivery.

Different project scales have different reporting requirements. Projects with a total project value of \$20 million or over must use ICN Analytics and are required to report half-yearly to the procuring agency, who in turn report to the Department of Jobs, Precincts and Regions.

The tender will provide details on any other monitoring and reporting expected by the agency.

The Local Jobs First Commitments Monitoring Table (at a minimum) or ICN Analytics are used to demonstrate the LIDP commitments achieved. The monitoring table and a signed Statutory Declaration must be completed by or at practical completion of the project and/or delivery of the goods or services. They must demonstrate that Local Jobs First outcomes have been achieved. Additional comments may need to be given to explain any differences between the expected outcomes from the agreed LIDP and those reported in the monitoring table. The Agency contract manager will request this table and give it to ICN and the DJPR Office of Industry Participation and Jobs for verification.

The Local Jobs First Commissioner may also request this information be provided to them, as part of their compliance powers under the *Local Jobs First Act 2003*.

Please let us know the ways you will monitor and report on this contract:

- Local Jobs First Monitoring Table (mandatory)**
- ICN Analytics (mandatory for projects over \$20 million)
- Develop Reporting templates to be issued to subcontractors for Evaluation and performance reporting
- Regular reviews of reporting on outcomes
- Use of reporting systems such as Microsoft Excel
- Working document outlining products used and local content committed
- Other (please specify)

9. Statement of compliance

By signing this statement of compliance, you commit to:

- Take all reasonable steps to comply with LJF principles
- Agree to be monitored by the Department or Agency, the Department of Jobs, Precincts and Regions (DJPR) for compliance with LJF commitments as part of overall performance management
- Agree to be audited by the Local Jobs First Commissioner for compliance with LJF commitments as part of the overall performance management
- Agree to complete the Statutory at practical completion of the project, confirming Local Jobs First outcomes achieved
- Agree to allow DJPR, Local Jobs First Commissioner and ICN to review the Local Jobs First outcomes at the completion of the contract
- Acknowledge that the Local Industry Development Plan shall be centrally recorded by the Victorian Government
- Agree to the Terms and Conditions as set out in Attachment G of this document.

To confirm that you agree to the Statement of Compliance as listed above, please sign below.

Note: If submitting a Local Industry Development Plan online via the Victorian Local Jobs First Management Centre – VMC (<https://icnvic.force.com/login>) acceptance of the Terms and Conditions must be acknowledged and agreed to before submission, therefore no signature is needed within the Local Industry Development Plan.

Signed on behalf of	
Signature:	
Name:	
Position Title:	
Date:	[date]

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Attachment A: Local Content and Industry Commitments

This table captures all items used in your project, including those identified by ICN in. It will inform ICN’s assessment on the local content commitments for contestable and non-contestable items for the project.

Work package	Item	Potential / selected manufacturer	Potential / selected supplier		ANZ local value activity(%)		Contract Content (% contract value) ^(B)	ANZ value-added activity (%) ^(C = A*B)
			Import	Local ^(A)				
	Steel				5%	95%	20.00%	19.00%
	labour				0%	100%	70.00%	70.00%
	concrete				0%	100%	10.00%	10.00%
						100%		0.00%
						100%		0.00%
Total local content								100%

6.00

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Attachment B Local Content Commitments Monitoring Table – to be completed at the end of the contract.

Please send this completed table to the agency responsible for the project within 30 days of the project being completed.

Complete this table, at the end of the contract, to show that the LIDP outcomes have been achieved throughout the project. Additional comments may need to be given to explain any differences between the expected outcomes from the agreed LIDP and the outcomes reported in the monitoring table.

To view, double click on the table below. Alternatively, right click on the table, select worksheet object and open. This will open an Excel spreadsheet with prepopulated formulas. Please note there are two tabs to complete.

Workpackage	Item Description	Manufacturer	LIDP Commitments					Secured Local Jobs First Outcomes							
			Supplier	ANZ value-add activity (%)		Contract content (%) ^(B)	ANZ value-added activity (%) ^(C = A*B)	Total number of Suppliers in project supply chain ^(D)	Manufacturer	Supplier	ANZ value-add activity (%)		Contract Content (%) ^(B)	ANZ value-added activity (%) ^(C = A*B)	Total number of Suppliers in project supply chain ^(E)
				Import	Local ^(A)						Import	Local ^(A)			
						0%	0%						0%		
						0%	0%						0%		
						0%	0%						0%		
						0%	0%						0%		
						0%	0%						0%	0	

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Employment type	LIDP commitment		Achieved / secured		Progress / Comments
	Created	Retained	Created	Retained	
Apprentices					
Trainees					
Cadets					
Standard Employees					
Grand Total	0	0	0	0	

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Attachment C: Terms and Conditions

In submitting to ICN information relating to your Local Jobs First Policy (LJF or the Policy) Local Industry Development Plan (LIDP), you agree to the following:

Purpose for which information submitted

Before submitting information to ICN relating to your LIDP, you have familiarised yourself with the terms and conditions on which you have submitted your tender to the relevant Government agency. This includes the provisions that relate to the LJF and ICN's role under the Policy.

Accordingly, you are fully aware of the role performed by ICN for the relevant Government agency under the LJF in relation to both your tender and other bidders.

You understand and agree that the purpose for which you have submitted the information in your LIDP to ICN is to enable it to deal with the information in accordance with its role under the LJF.

Authority to perform role

You expressly consent, authorise and permit ICN to do everything reasonably required of it by the relevant Government agency to perform its role under the Policy throughout all stages of the tender process.

You also expressly consent, authorise and permit ICN to do everything reasonably required of it by the relevant Government agency to perform its role under the LJF to report on its outcomes whenever required during the performance of any tender contract or upon completion.

Among other things, you understand and agree that while dealing with the information you provide in relation to your LIDP, ICN will compare information provided by all tender respondents in relation to their respective LIDP, assess their relevant merits and report to the relevant Government agency.

You undertake and agree to co-operate with ICN in the performance of its role under the Policy.

Accuracy of information submitted

You acknowledge and agree that regardless of any help you may be given by ICN in relation to the preparation of your LIDP, the LIDP you submit for consideration is your document and you are responsible for its content.

You agree and represent that the information submitted by you to ICN in relation to your LIDP has been carefully prepared by you or on your behalf and is complete, current and accurate and is not misleading or deceptive.

You undertake and agree on a continuing basis to make ICN aware of any errors or misrepresentations of fact and of any other matters that it would be important for it to know in consequence of relying upon that information for the purposes of performing its role under the Policy. You also agree to inform ICN of any changes in matters of fact that may have occurred since any information or material was first provided by you.

You agree that upon request from the relevant Government agency, you will provide it or Local Jobs Commissioner with your written confirmation of the truth, accuracy and completeness of all information provided and representations made by you in your LIDP particularly (but without limitation) information which is not capable of independent confirmation and verification from independent sources.

Reliance on accuracy of information

You understand and acknowledge that the relevant Government agency and ICN will be relying upon your representations as to the completeness, currency and accuracy of all information that you submit in relation to your LIDP and that ICN cannot be responsible for nor liable in any way for the consequences of you submitting incomplete or inaccurate information or information that is not current.

Confidentiality of information

In so far as information that you provide in your LIDP is confidential information, ICN undertakes and agrees to keep that information and the LIDP confidential as between ICN, the Government agency responsible for administering the Local Jobs First Policy and the Government agency issuing the tender request.

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Submission of information electronically**

You are aware there are inherent risks with the transmission of information via the internet. ICN will endeavour to keep secure information that it receives from you that is submitted by you via the Internet, however, you will be assuming all risks associated with the use of ICN's website and any associated databases including the risks of your computer, software or data being damaged by any virus which might be transmitted, downloaded or activated by ICN website and/or the relevant database its contents and your access to it.

Submission of information physically

You are aware there are inherent risks with the transmission of information via the internet. ICN will endeavour to keep secure information that it receives from you that is submitted by you via the Internet, however, you will be assuming all risks associated with the use of ICN's website and any associated databases including the risks of your computer, software or data being damaged by any virus which might be transmitted, downloaded or activated by ICN website and/or the relevant database its contents and your access to it.

Indemnities

You agree to indemnify the relevant Government agency and ICN on a continuing basis and so as to survive the consideration and acceptance of any tender and the term of any agreement including any contract arising from the acceptance of a tender by any Government agency against any action, claim, demand, liability, loss or expense, costs or damage, including legal costs on a solicitor client basis, arising out of the reliance by ICN upon any information, material or documentation provided by you in relation to your LIDP which is incomplete, inaccurate, false or misleading or omits any material particulars or arising from a failure to supply relevant information, documentation or material.

Release

You acknowledge and agree that the Government agency responsible for the Local Jobs First Policy and ICN will not be liable to you in any way or for any reason whatever by reason of a Government agency to whom you submit a tender incorporating your LIDP not awarding you a contract in response to your tender submission and you release the Government agency responsible for the Policy and ICN from any action, claim, demand, liability, loss or expense, costs or damage, including legal costs on a solicitor client basis, arising out of a Government agency not awarding you a contract in response to your tender submission. You further acknowledge and agree that this release may be pleaded as an absolute bar to any proceedings you seek to commence against the Government agency responsible for the Policy and ICN in any capacity whatever.