Part C: Standing Offer Arrangement (SOA) Invitation to Offer (ITO) Response Schedules

Department of << Insert Department Name>>

ITO Number: [ITO No.]

ITO Title: [ITO Title]

Supplier: [Insert Organisation Name]

Closing Date: [Closing Date from Part A]

|  |
| --- |
| **Privacy Notice:** The Principal is collecting Personal Information from the Supplier for the purpose of administering the Invitation Process and SOA and Contract. Personal Information may be shared with Queensland Government agencies and bodies, non-government organisations and other governments in Australia for that purpose. Personal Information may be made publicly available in accordance with the requirements of the Queensland Procurement Policy and for the purpose of communicating the SOA to Eligible Customers. An individual can gain access to Personal Information held by the Customer about the individual in certain circumstances. |

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| **NOTE FOR PROCUREMENT OFFICERS - REMOVE PRIOR TO RELEASE** |
| This is a suggested template for agency use in developing the SOA Part C document, which is to form part of the ITO to establish an SOA. Agencies need to ensure that the SOA Part C document which is ultimately developed is suitable and appropriate for their individual procurement purposes and complies with all agency policies  **Use this template for releasing SOA ITOs for goods and services (either for the Department or on behalf of whole-of-Government).**  **This is the restricted editing version** –  Agencies should:   * Complete yellow fields to reflect ITO requirements. * Remove any comments (in the right column). * Ensure the Table of Contents is updated. * When ready for release, ensure any required editing restrictions are applied to your final document.   All questions in this Response Schedule A should be derived from and address Schedule 1 of Part B. It is advisable that the questions follow the same sequential order as Schedule 1 of Part B for ease of supplier responses. Direct questions should be asked to address the requirements. It may be beneficial to page limit responses for ease of evaluation.  Procurement officers must also separately complete Part A: SOA ITO (pdf) and Part B: SOA Details (pdf) and issue with this Part C: SOA ITO Response Schedule.  Instructions to Suppliers are included in ***bold italics*** and should be retained in the final version of the Invitation to Offer. |

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| --- |
| **NOTE TO SUPPLIERS** |
| **The Invitation to Offer (ITO) contains:**   * **Part A: SOA Invitation to Offer – *SUPPLIER TO READ AND RETAIN.*** * **Part B: SOA Details – *SUPPLIER TO READ AND RETAIN.*** * **Part C: SOA ITO Response Schedules – *SUPPLIER TO COMPLETE AND RETURN*** – The Supplier is to complete and submit these Response Schedules and any referenced attachments by the Closing date and time. Refer to Part B: SOA Details, including the referenced terms and conditions, when compiling a response. |

***NOTE TO SUPPLIERS***

***The Invitation to Offer (ITO) contains:***

* ***Part A – SOA Invitation to Offer (ITO) Particulars* SUPPLIER TO READ AND RETAIN**
* ***Part B – SOA Details* SUPPLIER TO READ AND RETAIN**
* ***Part C – SOA ITO Response Schedules* SUPPLIER TO COMPLETE AND RETURN *– The Supplier is to complete and submit these Response Schedules and any referenced attachments by the Closing date and time. Refer to Part B - SOA details, including the referenced terms and conditions, when compiling a response.***

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**Part A: SOA ITO**

**Part B: SOA Details (Draft Agreement)**

# Schedule A – Response schedules

The information in this Schedule A is required for evaluation purposes.

***As the Supplier, please respond to all questions in this schedule. All information in this Schedule must be complete, accurate, up to date and not misleading.***

## **Supplier information**

For the following response questions, refer to Part B: SOA Details, Section 1 General Information and relevant clauses of the SOA Conditions.

|  |  |
| --- | --- |
| 1.1 Supplier details | |
| Supplier name | Insert Supplier legal name  [If Supplier is an individual - specify the full name (including given names and surname) of each individual;  If Supplier is a partnership - specify the full name of each partner;  If Supplier is a company – specify the full company name;  If Supplier is a trust - specify:   * the legal name of each trustee authorised to make the offer on behalf of the trust; and * the name of the trust. |
| Business name (if applicable) | Insert details |
| Head office address | Insert details |
| Queensland office address | Insert details |
| Supplier legal entity type | Individual  Company  Partnership  Overseas Incorporated Company  Trust  Other – please specify below   Insert details |
| ABN and, if applicable, ACN (or ABRN) | Insert details |
| Names of other entities participating in a joint offer with the Supplier (if applicable) | Insert details |
| 1.2 Supplier’s contact person for this invitation to offer | |
| Name | Insert details |
| Position | Insert details |
| Email address | Insert details |
| Phone number | Insert details |
| Street address | Insert details |
| Postal address | Insert details |
| 1.3 Subcontractor(s) | |
| ***The Supplier is to provide details of all subcontractors that the Supplier intends to use and the obligations that will be subcontracted to each subcontractor. For multiple subcontractors, insert additional rows or provide an attachment.***  *(repeat as necessary or provide attachment)* | |
| Not applicable | Please proceed to question 2 |
| Representative Name | Insert details |
| Legal entity type | Insert details |
| Street address | Insert details |
| Postal address | Insert details |
| Obligations | Insert details |
| Is the sub-contractor classified as a small to medium enterprise (SME)\*?  \*Any business employing fewer than 200 people | Yes  No  If Yes, specify the number of people: Insert details |
| Is the sub-contractor classified as an Indigenous business\*?  \*At least 50% owned by an Aboriginal or Torres Strait Islander person/s – *Queensland Indigenous Procurement Policy* | Yes No  If Yes, provide supporting details: Insert details |

## **Mandatory requirements**

Supplier to Note: Offers not meeting the mandatory requirements will be deemed non-conforming and may not be considered any further.

|  |  |
| --- | --- |
| 2.1 Insurance | |
| ***The Supplier is to confirm details of the insurances required in Part B: SOA Details.*** | |
| Workers compensation insurance | Yes  No  Expiry date: Insert details  If No, Supplier to provide details: Insert details |
| Public liability and products liability insurance to the minimum value of $<<insert the minimum value from Part B: SOA Details>> | Yes  No  Insurance Amount: Insert details  Expiry date: Insert details  If No, Supplier to provide details: Insert details |
| Professional indemnity insurance to the minimum value of $<<insert the minimum value from Part B: SOA Details>> | Yes  No  Insurance Amount: Insert details  Expiry date: Insert details  If No, Supplier to provide details: Insert details |
| Other insurances | Yes  No  Insurance Type: Insert details  Insurance Amount: Insert details  Expiry date: Insert details |
| 2.2 Ethical supplier threshold | |
| ***The Supplier is to confirm that they comply with the*** [***Ethical Supplier Threshold***](https://www.business.qld.gov.au/running-business/marketing-sales/tendering/supply-queensland-government/ethical-supplier-requirements/threshold)***.***  Any relevant Ethical Supplier Mandate will apply to this tender process and any resulting agreements formed.  Since 1 August 2019, has the Supplier: | |
| 1. Contravened a civil remedy provision of Chapter 2 or Chapter 3 of the *Fair Work Act 2009* (Cth), or committed an offence against the *Fair Work Act*? | Yes  No  If Yes, provide details: Insert details |
| 1. Contravened a civil remedy provision of Chapter 2, 3, 4, 5 or 7 of the *Industrial Relations Act 2016* or committed an offence against the *Industrial Relations Act*, or failed to pay employment related levies, or other payments, established under Queensland legislation? | Yes  No  If Yes, provide details: Insert details |
| 1. failed to make superannuation contributions on behalf of employees in accordance with the law? | Yes  No  If Yes, provide details: Insert details |
| 1. purported to treat employees as independent contractors, where they are not? | Yes  No  If Yes, provide details: Insert details |
| 1. required persons who would otherwise be employees to provide an Australian Business Number so that they could be treated as independent contractors? | Yes  No  If Yes, provide details: Insert details |
| 1. engaged persons on unpaid work trials or as unpaid interns, where they should be treated as employees? | Yes  No  If Yes, provide details: Insert details |
| 1. entered into an arrangement for the provision of labour hire services with a person who is not licensed under the *Labour Hire Licensing Act 2017*, or a supplier who is an unlicensed provider under the Act? | Yes  No  If Yes, provide details: Insert details |
| 1. paid employees wages below those provided for in an applicable modern award? | Yes  No  If Yes, provide details: Insert details |
| 2.3 Other mandatory requirements | |
| ***The Supplier is to confirm that they meet the mandatory requirements listed below.*** | |
| <<Insert detail of Other Mandatory Requirements from Part B>> | Insert details |

## **General information**

|  |  |
| --- | --- |
| 3.1 Financial information | |
| ***Suppliers are required to demonstrate that they have the financial capability to provide all the requirements over the term of the SOA. Short-listed Suppliers may be asked to provide further financial information if required by the Principal.*** | |
| Are there any significant events, matters or circumstances which have arisen within the past 12 months that could significantly affect the operations of the Supplier? | Yes  No  If Yes: Insert details |
| Are there, or have there been any:   * Bankruptcy and/or de-registration actions; or * Insolvency proceedings (including voluntary administration, application to wind up, or other similar action)   either actual or threatened against the Supplier in the past three years? If so, what (if any) remedial action has been taken? | Yes  No  If Yes: Insert details |
| Are there any other factors which could adversely impact the financial ability of the Supplier to successfully perform the obligations contemplated by this ITO? | Yes  No  If Yes: Insert details |
| Does the Supplier acknowledge that, if shortlisted, they <<are/may be>> required to provide further financial information (including audited financial statements for the past three years) to verify the Supplier’s financial capacity? | Yes  No  If No, Supplier to provide details: Insert details |
| Does the Supplier agree, if requested by the State, to engage a consultant to conduct a formal financial capacity assessment? | Yes  No  If No, Supplier to provide details: Insert details |
| Does the Supplier agree, if requested by the State, to allow the State to engage an independent assessor (agent) to conduct financial assessments under conditions of strict confidentiality? | Yes  No  If No, Supplier to provide details: Insert details |
| Does the Supplier agree to provide the financial information required by the nominated agent? | Yes  No  If No, Supplier to provide details: Insert details |
| 3.2 Business continuity | |
| ***Suppliers are required to demonstrate that they have an appropriate business continuity plan in place to enable them to meet requirements over the term of the SOA. Short-listed Suppliers may be asked to provide a copy of their business continuity plan to the Principal.***  ***Or***  ***Suppliers are required to submit a copy of their business continuity plan with their offer.*** | |
| Has the Supplier enacted their business continuity plan previously? | Yes  No  If Yes, please complete the below questions. |
| Are there, or have there been any:   * Lessons learned from enacting the business continuity plan. * Failure to be able to deliver as required once the business continuity plan was enacted.   If so, what (if any) remedial action has been taken? | Yes  No  If Yes, detail remedial action taken: Insert details |
| Are there any other factors which could adversely impact on the business continuity of the Supplier to successfully perform the obligations contemplated by this ITO? | Yes  No  If Yes, insert details |
| 3.3 Cap on liability | |
| Does the Supplier acknowledge acceptance of the cap on liability in relation to any Contract formed under the SOA specified in Part B: SOA Details, Section <<X>>?  If the Supplier seeks to limit its liability in accordance with a binding scheme under the Professional Standards Act 2004 (Qld), then provide details of the scheme and the limits of liability that apply. | Yes  No  If No, Supplier to: insert details |
| *Binding Scheme applicable:* |
| Insert details |
| *Summary of liability cap:* |
| Insert details |
| 3.4 Authorisations | |
| Does the Supplier confirm compliance with the authorisations specified in Part B: SOA Details:   * <<list authorisations required>>   Refer to Part B: SOA Details, Section 1 – General Information, Item 11 - Authorisations | Yes  No  Not applicable  If No, Supplier to: insert details |
| 3.5 Conflict of interest | |
| Provide details of any possible Conflict of Interest that exists or may arise in relation to the Invitation Process or performance of the Contract (including any conflict of interest with department staff or other suppliers). | Insert details  *If there is nothing to declare, insert “Nil”.* |
| 3.6 Confidentiality and/or privacy | |
| Does the Supplier agree to provide Deeds of Confidentiality and/or Privacy executed by its Personnel. | Yes  No  Not applicable  If No, Supplier to: insert details |
| 3.7 Legislative compliance | |
| Does the Supplier comply with the following legislation, which is applicable to this SOA and any contracts formed under this SOA:   * *<insert> or ‘N/A’ if not applicable* | Yes  No  Not applicable  If Yes, the Supplier must <<insert details, e.g. attach evidence of their License under this Act>>.  If No, Supplier to: insert details |
| 3.8 Small to medium enterprises | |
| ***Is the Supplier a small to medium enterprise?***   * ***Small – a business employing less than 20 people.*** * ***Medium – a business employing 20 or more people, but less than 200 people.***   ***Note: people are both employees and contractors employed by the supplier.*** | |
| Is the Supplier an SME? | Yes  No  If Yes, select the relevant business size:  Small  Medium |
| 3.9 Business information | |
| Provide a brief description of the business and its overall qualifications to meet the requirements.  Background information may include:   * number of years of relevant experience, * rate of growth, * size, * locations, * annual turnover etc.   Note: this can be included as an attachment to the Supplier’s offer but is not to exceed <<2>> pages. | Insert details |
| 3.10 Referees | |
| ***Provide details of <<2>> other similar sized customers to which the Supplier has provided Goods and/or Services under the SOA categories (repeat as required).*** | |
| **Customer #1** | Insert details |
| Contact Name | Insert details |
| Position | Insert details |
| Phone number | Insert details |
| Email address | Insert details |
| Description of Goods and/or Services supplied | Insert details |
| **Customer #2** | Insert details |
| Contact Name | Insert details |
| Position | Insert details |
| Phone number | Insert details |
| Email address | Insert details |
| Description of Goods and/or Services supplied | Insert details |

## **SOA Details**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| 4.1 Acceptance of SOA Details | | | | |
| Does the Supplier acknowledge acceptance of the draft content of Part B: SOA Details?  To avoid doubt, this includes but is not limited to:   * Insurance * Liability * << insert more as required>> | | | Yes  No  If the Supplier proposes any additions or changes to the SOA Details, the Supplier is to **set them out below**.  ***Supplier is to repeat rows in the below table as required.*** | |
| SOA Item | Clause No. | Reason for change requested | | Change proposed |
| Supplier to insert relevant section title | Supplier to insert clause no. | Supplier to insert reasons | | Supplier to insert alternative position and proposed amendments |

## **Terms and conditions**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| 5.1 Acceptance of SOA Conditions | | | | |
| Does the Supplier acknowledge acceptance of the SOA Conditions, including any departures or additional provisions proposed by the Principal as detailed in Part B - SOA Details? | | | Yes  No  If No, the Supplier proposes any additional clauses or any changes to the SOA Conditions, including any changes proposed by the Principal in Part B, the Supplier is to set them out below.  ***Supplier is to repeat rows in the below table as required.*** | |
| Contract Item | Clause No. | Reason for change requested | | Change proposed |
| Supplier to insert relevant section title | Supplier to insert clause no. | Supplier to insert reasons | | Supplier to insert alternative position and proposed amendments |

|  |  |  |  |
| --- | --- | --- | --- |
| 5.2 Acceptance of Comprehensive Contract Conditions | | | |
| Does the Supplier acknowledge acceptance of the Comprehensive Contract Conditions under which contracts or orders will be formed under the SOA and the departures or additional provisions applicable to the Comprehensive Contract Conditions detailed in Part B - SOA Details? | | Yes  No  If No, the Supplier proposes any additional clauses or any changes to the Comprehensive Contract Conditions, including to any changes proposed by the Principal, the Supplier is to set them out below. Repeat rows as required. | |
| Contract Item | Clause No. | Reason for change requested | Change proposed |
| <Supplier to insert relevant section> | <Supplier to insert clause no.> | <Supplier to insert reasons> | <Supplier to insert alternative position and proposed amendments> |

## **Requirements**

***For the following questions, refer to Part B – SOA Details, Schedule 1 – Requirements and relevant clauses of the SOA Conditions and Comprehensive Contract Conditions***

|  |  |
| --- | --- |
| 6.1 <<insert title, e.g. Goods and/or Services>> | |
| <<insert question>>  <<insert any reference to specific sections of Part B, Schedule 1 (if applicable)>> | Supplier to provide details: Insert details |
| <<insert question>>  <<insert any reference to specific sections of Part B, Schedule 1 (if applicable)>> | Supplier to provide details: Insert details |
| <<insert question>>  <<insert any reference to specific sections of Part B, Schedule 1 (if applicable)>> | Supplier to provide details: Insert details |
| <<insert question>>  <<insert any reference to specific sections of Part B, Schedule 1 (if applicable)>> | Supplier to provide details: Insert details |
| 6.2 <<insert title>> | |
| <<insert question>>  <<insert any reference to specific sections of Part B, Schedule 1 (if applicable)>> | Supplier to provide details: Insert details |
| <<insert question>>  <<insert any reference to specific sections of Part B, Schedule 1 (if applicable)>> | Supplier to provide details: Insert details |
| 6.3 <<insert title>> | |
| <<insert question>>  <<insert any reference to specific sections of Part B, Schedule 1 (if applicable)>> | Supplier to provide details: Insert details |
| <<insert question>>  <<insert any reference to specific sections of Part B, Schedule 1 (if applicable)>> | Supplier to provide details: Insert details |
| <<insert question>>  <<insert any reference to specific sections of Part B, Schedule 1 (if applicable)>> | Supplier to provide details: Insert details |
| <<insert question>>  <<insert any reference to specific sections of Part B, Schedule 1 (if applicable)>> | Supplier to provide details: Insert details |
| <<insert question>>  <<insert any reference to specific sections of Part B, Schedule 1 (if applicable)>> | Supplier to provide details: Insert details |
| 6.4 <<insert title>> | |
| <<insert question>>  <<insert any reference to specific sections of Part B, Schedule 1 (if applicable)>> | Supplier to provide details: Insert details |
| <<insert question>>  <<insert any reference to specific sections of Part B, Schedule 1 (if applicable)>> | Supplier to provide details: Insert details |
| <<insert question>>  <<insert any reference to specific sections of Part B, Schedule 1 (if applicable)>> | Supplier to provide details: Insert details |
| <<insert question>>  <<insert any reference to specific sections of Part B, Schedule 1 (if applicable)>> | Supplier to provide details: Insert details |
| <<insert question>>  <<insert any reference to specific sections of Part B, Schedule 1 (if applicable)>> | Supplier to provide details: Insert details |
| 6.5 System security | |
| Will the Supplier use an ICT system/solution to collect, capture, transfer, store and/or access Customer data to enable the delivery of the Goods and Services under the SOA? | Yes  No  If Yes, please address the below related questions.  If No, please proceed to questions under <<insert the name of the title section for the next group of questions>> |
| * Is the system hosted on-shore in Australia (including data backup and disaster recovery)? | Yes  No  If No, Supplier to: Insert details |
| * Is the system cloud hosted? | Yes  No |
| * Does the system have either Secure Sockets Layer (SSL) certification or Transport Layer Security (TLS) certification for the online portal? | Yes  No |
| * Does the system meet the requirements detailed in Part B: SOA Details – Schedule 1, Section <<number>>? | Yes  No  If No, Supplier to: Insert details |
| 6.6 <<insert title>> | |
| <<insert question>>  <<insert any reference to specific sections of Part B, Schedule 1 (if applicable)>> | Supplier to provide details: Insert details |
| <<insert question>>  <<insert any reference to specific sections of Part B, Schedule 1 (if applicable)>> | Supplier to provide details: Insert details |
| <<insert question>>  <<insert any reference to specific sections of Part B, Schedule 1 (if applicable)>> | Supplier to provide details: Insert details |

## **Government objectives**

|  |  |
| --- | --- |
| 7.1 Local benefits test | |
| The [Queensland Procurement Policy](https://www.forgov.qld.gov.au/procurement-policy) (QPP) requires Queensland Government Agencies to obtain the best value for money in procurement. Under the terms of the Policy, when assessing value for money, agencies are mandated to conduct a Local Benefits Test for all significant procurement.  As part of the Policy, the Government is seeking to prioritise truly local and regional suppliers through its procurement spend, creating and supporting quality jobs that deliver genuine connections to the community and build capacity and prosperity across regional Queensland.  The Queensland Procurement Policy defines “local Supplier” as:  *“a supplier of goods or services that maintains a workforce whose usual place of residency (i.e. where they normally live, sleep and eat) is located within a 125 kilometer (km) radius of where the good or service is to be supplied. If a capable local supplier does not exist within the 125 kilometer radius, the radius should be extended progressively to the local region, then Queensland, then Australia, until a suitable supplier is identified”.* | |
| The Supplier is to complete Attachment <<2>> - Local Benefits Test | Yes - Local Benefits Test completed and attached |
| 7.2 Domestic and family violence policy | |
| The Queensland Government is committed to ending domestic and family violence. Through its response to the Not Now, Not Ever report, government recognises that addressing domestic and family violence requires a whole community coordinated response. This means not just government but also businesses, community groups and every individual taking responsibility for creating cultural change. | |
| Does the Supplier have zero tolerance for domestic and family violence? | Yes  No  Insert details |
| Does the Supplier have a workplace response supporting employees affected by domestic and family violence? | Yes  No  Sole trader with no employees |
| Does the Supplier have a workplace approach to preventing or addressing domestic and family violence? | Yes  No  Insert details |
| Does the Supplier have any formal policies, strategies and practices in place aimed at preventing or addressing Domestic and Family Violence? | Yes  No  Sole trader with no employees  If Yes, attach copies of the document/s and provide summary details below:  Insert details |
| 7.3 Aboriginal and Torres Strait Islander business | |
| Both the QPP and the [Queensland Indigenous Procurement Policy](https://www.dsdsatsip.qld.gov.au/our-work/aboriginal-torres-strait-islander-partnerships/business-economic-development/queensland-indigenous-procurement-policy) (QIPP) require Queensland Government Agencies to increase the value of Queensland Government procurement spend awarded to Indigenous Businesses to be 3 per cent of addressable spend by 2022.  The QIPP defines “Indigenous Business” as:  *“… one that is at least 50 per cent or more owned by an Aboriginal person and or a Torres Strait Islander person. It may take the form of a company, incorporated association or trust. For clarity, a social enterprise or registered charity may also be an Indigenous business if it is operating a business.”* | |
| Is the Supplier an Indigenous Business as defined above? | Yes  No |
| Is the Supplier certified and published online (e.g.[*Supply Nation*](https://supplynation.org.au/)*,* [*Black Business Finder*](http://www.bbf.org.au/))? | Yes  No  If Yes, provide details which site/s the Supplier published: Insert details |
| If No, is the Supplier able to produce Statement/s of Indigeneity? | Yes  No  If Yes, please provide a copy as part of the Supplier’sresponse. |
| If responding as part of a consortia offer, is any part of the consortia an Indigenous Business? | Yes  No  If Yes, please complete the below in relation to the Aboriginal and Torres Strait Islander business. |
| For each Indigenous Business outlined in the table above, provide the following information. | Company Name: Insert details  Anticipated role within the project: Insert details |
| 7.4 Social and environmental objectives | |
| The Queensland Government is committed to doing business with socially and environmentally responsible suppliers.  ***Definition of social enterprises*** *(Source: Attributed to Social Traders)****:***   * Are led by an economic, social, cultural or environmental mission consistent with a public or community benefit. * Trade to fulfil their mission and derive a substantial portion of their income from trade. * Reinvest most of their profit/surplus into the fulfilment of their mission. | |
| Is the Supplier a Social Enterprise as defined above? | Yes  No  If Yes, please provide details: Insert details |
| What is the Supplier doing to generate social benefits, such as:   * Engaging with social enterprises or Aboriginal or Torres Strait Islander businesses? * Creating employment opportunities for disadvantaged jobseekers, such as long-term unemployed people, people with disabilities, people with a lived experience of mental health conditions or people from culturally and linguistically diverse backgrounds? | Insert details |
| What is the Supplier doing to improve environmental outcomes for Queensland? | Insert details |

## **Price and payment terms**

Suppliers are to complete **Attachment <<1>>: Price Response Schedule** to provide details of the offer.

|  |  |
| --- | --- |
| 8.1 Pricing | |
| Does the Supplier confirm completion of Attachment <<1>>: Price Response Schedule? | Yes  No |
| Has pricing been provided in Australian Dollars? | Yes  No |
| Are the Prices Firm or Fixed for the Contract term?   * Firm – the price does not change for the period of the SOA term. * Fixed – the price is firm in time and is subject to changes in economic circumstances, for example, consumer price index, exchange rates, raw materials, labour rates. | Firm  Fixed  If Prices are Fixed, the Supplier is to detail how, following the initial agreed period, Prices will be varied.  Insert details |
| The Supplier is to detail any additional pricing or fees relevant (e.g. credit card surcharges etc.) | Insert details |
| The Supplier is to detail any assumptions in the offered Price and/or Pricing structure | Insert details |
| The Supplier is to detail how pricing offered under the SOA is evidently better than non-contract pricing and how these prices will continue to be charged and measured throughout the life of the SOA | Insert details |
| <<Insert question/schedule here>> | Insert details |
| 8.2 Price reviews (including during any extension period(s)) | |
| If all or some of the Prices will be changed during the term of the SOA, the Supplier must clearly set out the times that the review will occur (including whether the Prices will change during the initial term or the applicable extension options). | Insert details |

## **SOA governance**

|  |  |  |
| --- | --- | --- |
| 9.1 Account and relationship management | | |
| Authorised Representatives must have authority to provide consents, approvals, instructions and directions on behalf of the Supplier. The primary contact person will be the person whom the Principal contacts about the SOA and to whom the Principal delivers all notices under the SOA. | | |
| Please provide a primary and secondary point of contact to manage the SOA. | Primary SOA Contact | |
| Contact person |  |
| Position |  |
| Phone number |  |
| Street address |  |
| Postal address |  |
| Email address |  |
| Secondary SOA Contact | |
| Contact person |  |
| Position |  |
| Phone number |  |
| Street address |  |
| Postal address |  |
| Email address |  |
| 9.2 Performance measurement and review | | |
| Does the Supplier agree to comply with the performance measurements and review process proposed by the Principal in Part B - SOA Details, Schedule 4 – SOA Governance. | | Yes  No  If No, the Supplier is to provide detail regarding proposed changes to the Governance process: Insert details |
| 9.3 Reporting Requirements | | |
| The Supplier is to confirm that their reporting system currently includes the required functionality and content to deliver the reports in Excel (or other acceptable formats) as described in Part B: SOA Details, Schedule 4, item <<insert no.>>  Please note shortlisted Suppliers may be required to provide a demonstration of their reporting system’s capability prior to acceptance onto the SOA. | | Ability to provide quarterly reports within <<ten (10)>> working days from the end of the reporting period.  Yes  No  Ability to meet the minimum reporting requirements:  Reports provided in spreadsheet (e.g. Microsoft Excel or other agreed format) detailing invoiced sales for the reporting period:  Yes  No  Customer name (and work unit):  Yes  No  Invoice date:  Yes  No  Invoice number:  Yes  No  Good/Service description/name:  Yes  No  Quantity invoiced:  Yes  No  Quantity delivered:  Yes  No  Freight and other charges (ex. GST):  Yes  No  Additional savings/value adds (ex. GST):  Yes  No  Number of complaints received, action taken to resolve complaints and the timeframe for resolution reported to the department six monthly:  Yes  No |
| If the Supplier answered No to any requirements listed above, please advise how the Supplier intends to provide this information.  If the Supplier proposes to enhance their system to meet the requirements specified, please provide details of the enhancements and a timeframe for completion.  Please note failure to meet the reporting enhancements within the proposed timeframe may result in removal from the SOA. | | Insert details |

## **Placing SOA orders**

|  |  |
| --- | --- |
| 10.1 Ordering methods | |
| Select the ordering methods available to Customers.  \*\*Request for Quote (RFQ) | RFQ resulting in an order  Purchase Order (PO)  Online  Telephone  Email  Over the counter |
| Does the Supplier agree to comply with placing SOA Orders requirements detailed in Part B: SOA Details, Schedule 5. | Yes  No  If No, Supplier to: Insert details |
| Advise how the Supplier will ensure the SOA Price is provided to Eligible Customers through the various ordering methods to ensure all Customers receive the SOA Price regardless of the ordering method or if the SOA is quoted at the time of ordering. | Insert details |
| Do any minimum order values or quantities apply? | Yes  No  If Yes, Supplier to: Insert details |

## **Online services**

The Supplier is to complete the ‘As a Service Questionnaire’ (refer to Attachment <<3>> of Part C).

|  |  |
| --- | --- |
| 11.1 As a Service Questionnaire | |
| The Supplier it to complete Attachment <<3>> of Part C - As a Service Questionnaire | Yes – As a Service Questionnaire completed and attached  No  If No, please advise as to why this was not completed: Insert details |

## **Value-adds**

Please set out any other information that is relevant to the ITO and which a reasonable person would think may affect the Principal’s decision whether to enter an SOA with the Supplier.

Clearly indicate the purpose of the additional information and which part of the offer the additional information relates to. Where the additional information relates to an earlier item in this Part C – ITO Response Schedule, the Supplier is to include a reference to the applicable item number. Keep the information brief and to the point.

The Principal is not required to consider any additional information that the Principal did not specifically request.

|  |
| --- |
| Insert details |

# Schedule B – Alternative and Innovative offers

***Suppliers are only required to complete this Schedule if they are submitting more than one offer in response to this SOA ITO, or this offer is an Innovative offer.***

## **Alternative offers, innovation and improvements**

The Principal welcomes proactive suggestions from the Supplier about innovations or improvements (e.g. to our own processes, workflows, supply chains, or specifications) that will benefit the Principal and meet the Principal’s objectives. If the Supplier wishes to make an alternative offer, then it must set out details of its alternative offer/suggested innovations or improvements in this Schedule (by answering the questions below.)

For the purpose of this Invitation Process:

* An **Alternative offer** is a second offer (or more) made by a Supplier in addition to its first or original offer. An Alternative offer may or may not also be an Innovative offer.
* An **Innovative offer** is an offer that may not meet one or more of the mandatory requirements set out in the Evaluation section of Part A: SOA ITO or within Part B: SOA Details, but the Supplier believes should be considered because its unique characteristics provide substantial benefits to the Principal without compromising outcomes.

***Suppliers submitting an Alternative offer or Innovative offer are to:***

* Submit each Alternative offer as a separate unique offer for each and every Alternative offer.
* Complete Part C: SOA ITO Response schedules for each Alternative offer or Innovative offer.

|  |  |
| --- | --- |
| 1.1 Alternative offer (multiple offers) | |
| Is the Supplier submitting more than one offer in response to this Invitation to Offer? | Yes  No  If Yes, how many offers is the Supplier submitting in total? Insert details  What number is this offer (1st, 2nd etc.)? Insert details |
| 1.2 Innovative offer | |
| Is the Supplier submitting an Innovative offer? | Yes  No  If Yes, complete the response questions below or reference the attachment addressing the response questions. |
| What is the Supplier’s suggested innovation? | Insert details |
| Outline which mandatory requirement this Innovative offer may not meet and how? | Insert details |
| What are the benefits of the Innovative offer? | Insert details |
| Explain how the innovative offer delivers better value for money and/or better achieves the Principal’s objectives? | Insert details |
| Outline any assumptions on which the Supplier claimed benefits are based? | Insert details |
| Is there any other important information that the Principal should know about the Innovative offer? | Insert details |

# Checklist for suppliers submitting offer

***Suppliers may use this checklist to assist with submitting a conforming offer. The list is not exhaustive and should not be relied upon as the sole quality check.***

|  |  |
| --- | --- |
| **Question** | **Supplier Response** |
| Has the Supplier provided a current Certificate of Currency for insurances required? | Yes  No  If No, a copy of certificates will be required prior to entering into any SOA Details. |
| Has the Supplier completed and attached Attachment 1: Price Response Schedule? | Yes |
| Has the Supplier completed and attached Attachment 2: Local Benefits Test? | Yes |
| Has the Supplier completed and attached Attachment 3: As A Service Questionnaire (if applicable)? | Yes |
| Has the Supplier read and understood the ITO Conditions, as referenced in Part A: SOA– Attachment A? | Yes |
| Has the Supplier read and understood the SOA and Contract Conditions, as referenced in Part B – SOA Details? | Yes |
| Has the Supplier signed their offer and acknowledged receipt of any Addendum issued by the Principal during the ITO Process on the ‘Supplier submission of offer’ page in Part C: SOA ITO Response Schedules? | Yes |
| Has the Supplier answered all questions and responded to all requirements in full, as applicable and specified in Part C: SOA ITO Response Schedules, including any Attachments? | Yes |
| Has the Supplier referred to ‘How offers are to be submitted” section in Part A: SOA ITO to ensure their response to the SOA ITO is provided as requested? | Yes |
| Does the Supplier acknowledge that all the Addenda (if any) were considered in the Supplier’s offer? | Yes  No  If Yes, provide details of the Addenda received in the below table |

|  |  |
| --- | --- |
| **Addendum Number** | **Addendum Title** |
| ***Supplier to insert Addendum no.*** | ***Supplier to insert title of Addendum received*** |
|  |  |
|  |  |

# Supplier execution of offer

## **Acknowledgements and certifications**

The Supplier:

1. Accepts the ITO Conditions contained in Part A: SOA ITO.
2. Offers to enter into the SOA on the terms described in the Supplier’s offer and the ITO Conditions. The Principal may accept the Supplier’s offer during the validity period.
3. Certifies that the Supplier has read, understands, and complies with all the requirements of this Invitation to Offer, including any changes made by the Principal and notified to the Supplier in accordance with the ITO conditions.
4. Represents that all the information contained in the Supplier’s offer is Complete, accurate, up to date and not misleading in any way.
5. Acknowledges that the Principal will rely on the information contained in the Supplier’s offer (including the warranties and declarations) when deciding whether or not to accept the Supplier’s offer and that if the Principal accepts the Supplier’s offer, the Principal will enter into an SOA and Eligible Customers may enter into Contracts relying on that information.
6. Acknowledges that the Principal and Eligible Customers under the SOA may suffer damage if any of the information in the Supplier’s offer is incomplete, inaccurate, out of date or misleading in any way.

## **Execution of offer**

|  |  |  |
| --- | --- | --- |
| Date:  **EXECUTED** for and on behalf of:    Name of Supplier  by its authorised representative, in the presence of:    Signature of witness    Name of witness (block letters)    Address | )  )  )  )  )  )  )  )  )  )  )  )  )  )  )  ) | Signature of authorised representative  By executing this offer, the signatory warrants that the signatory is duly authorised to submit this offer on behalf of the Supplier    Name of authorised representative (block letters)    Position of authorised representative |

# Attachment 1 Price

# Attachment 2 Local Benefits Test

# Attachment 3 As a Service Questionnaire