Part A: Invitation to Offer

For the Establishment of a Standing Offer Arrangement (SOA)

Department of <<Insert Department Name>>

Invitation Title: [Insert]

Reference No: [Insert]

Date of Issue: [Insert]

Closing Date: [Insert]

|  |
| --- |
| **NOTE FOR PROCUREMENT OFFICERS - REMOVE PRIOR TO RELEASE** |
| This is a suggested template for agency use in developing the SOA Part A document, which is to form part of the Invitation to Offer (ITO) to establish an SOA. Agencies need to ensure that the SOA Part A 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 (either for the Department or on behalf of whole-of-Government) for General Goods and Services.**Agencies are to:* Complete yellow highlighted fields to reflect ITO requirements.
* Remove any comments (in the right column).
* Ensure the Table of Contents is updated.
* Issue this document (Part A) in Adobe Acrobat (.pdf).

Procurement Officers must also separately complete Part B - SOA Details and Part C - ITO Response Schedules and issue them with this ITO. Attachment A of the document refers to the standardised SOA ITO Conditions of Offer and should not be altered.Instructions to Suppliers are included in ***bold italics*** and should be retained in the final version of the ITO. |

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| **NOTE TO SUPPLIERS** |
| **The Invitation to Offer (ITO) contains:*** **Part A: Invitation to Offer – SUPPLIER TO READ AND RETAIN –** provides information about the ITO, the evaluation criteria and ITO conditions.
* **Part B: SOA Details – SUPPLIER TO READ AND RETAIN –** provides details of the intended SOA (in draft). A final SOA Details document will be agreed and signed by the successful Supplier/s for execution by all parties.
* **Part C: ITO Response Schedules – SUPPLIER TO COMPLETE AND RETURN –** details the information required, for completion by the Supplier, to submit an offer and includes the Supplier's acknowledgement and certifications.
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# **Information about the opportunity**

This section sets out information about the Invitation Process, the Principal's objectives and key details that the Supplier needs to know in order to submit its offer.

This section will not form part of the Supplier's offer.

Documents included in the Invitation to Offer (ITO) are detailed in section 1.7 of this document.

***The Supplier must not make any changes to either this Part A: Invitation to Offer or Part B: SOA Details.***

## About the Queensland procurement strategy

The Queensland Procurement Strategy focus is to ensure informed decisions are made about how government funds are used to prioritise Queensland businesses, support local jobs in regional Queensland and achieve more positive outcomes on behalf of taxpayers.

The Strategy outlines how the Queensland Government will use its spend to support the Government's objectives to:

* help Queenslanders prosper;
* make it easier for local businesses; and
* create and sustain real value in order to achieve positive economic, social and environmental outcomes across the State.

It also demonstrates the Government's focus on delivering for regional Queensland and its commitment to investing in technology and innovation and to choose ethical businesses.

The Strategy is supported by the Queensland Procurement Policy, which applies to agencies and government-owned corporations.

This Standing Offer Arrangement (SOA) will deliver customer-focused, value for money outcomes and encourage strong industry partnerships and innovative procurement. This SOA may be used by all Eligible Customers.

## Summary of opportunity and principal objectives

Suppliers are invited by the Principal to submit an offer to SOA ITO No <<ITO No.>> for the provision of <<insert purpose and objectives or detail the business outcomes required>> as specified in Part B: SOA Details document.

The Principal is committed to advancing the economic, environmental and social objectives of the Queensland Government, including maximising Queensland suppliers' opportunities to participate in government business, supporting regional and remote economies, and doing business with ethically, environmentally and socially responsible suppliers.

The Principal may establish a Panel as a result of this ITO comprising of one or more Suppliers, each of which will enter into an SOA with the Principal to provide the same or similar goods and/or services to Eligible Customers. In addition, the Principal may, during the term of the SOA, appoint other Suppliers to the Panel for any reason, including if the Principal considers that the inclusion of one or more additional Suppliers is necessary or desirable to comply with government policy regarding diversity in supply chains or the achievement of social objectives.

The Principal reserves the right to, at its absolute discretion, progressively roll Suppliers off of any Panel established as a result of this SOA ITO process to assist with the management of the Panel size.

The Principal has issued this ITO with the objectives of:

* << Principal to insert a brief summary of the opportunity>>.
* <<What is the scope of this SOA ITO?>>
* <<What is the Principal looking for?>>.

For information regarding completing tenders for government business, please refer to [Supply to Queensland Government.](https://www.business.qld.gov.au/running-business/marketing-sales/tendering/supply-queensland-government/supplier-guide)

## Closing date and time

Offers must be lodged by **<<time am/pm>>** Australian Eastern Standard Time (AEST) on **<<day of the week, day, month, year>>**.

### Indicative timetable (subject to change)

|  |  |
| --- | --- |
| **Invitation issued** | *<<insert date>>* |
| **Briefing session (if applicable)** | *<<insert date and time>>* |
| **Closing date for questions** | *<<insert date and time>>* |
| **Closing date and time for offers** | *<<insert date and time>>* |
| **Intended completion date for evaluation of offers** | *<<insert>>* |
| **Negotiations with Supplier(s)** | *<<insert>>* |
| **Intended date for formal notification of successful Supplier** | *<<insert>>* |
| **Intended SOA start date** | *<<insert>>* |

## Briefing session

<<If the Principal is not holding a briefing session with Suppliers, then delete this section.>>

1. The Principal will hold a briefing session at <<time, date, location>>.
2. It <<is mandatory/is not mandatory>> for Suppliers to attend the briefing session in order to submit an offer. Suppliers that are unable to attend will be able to download a copy of the briefing presentation from the QTenders website on the day of the briefing.
3. Any information provided during the briefing session that was not included in the presentation documentation will be provided as an addendum to the ITO and will be made available on the QTenders website.
4. Suppliers must register to attend this briefing session by emailing the Principal's Contact Person nominated at section1.15 by 5:00 pm on <<date>> listing the names of those Supplier representatives attending.
5. A maximum of <<two (2)>> representatives per Supplier may attend the briefing.
6. <<Insert other relevant information or restrictions if applicable, e.g. whether Suppliers can ask questions, whether separate or joint sessions.>>

## Evaluation

### Evaluation process

The offer evaluation process will involve assessing the Supplier's offer received against the criteria listed below. The Principal reserves the right to short-list offers during the evaluation process using the evaluation criteria below or a subset of the criteria below. The evaluation process may also involve discussions with Suppliers, reference, financial and corporate checks, a demonstration from short-listed Suppliers and/or a site visit assessment.

Any Supplier's offer that has demonstrated a failure in capability or capacity to meet the Principal’s requirements for any evaluation criterion may be set aside from further evaluation.

The Principal may require shortlisted Suppliers, as part of the evaluation process, to participate in a formal negotiation process to discuss and confirm details of the Supplier's offer and both parties understanding of the requirements. This will also ensure the Supplier fully understands the obligations of the SOA and proposed Contracts prior to entering into the SOA.

### Evaluation criteria

The Principal is not evaluating offers on the sole criterion of price. The criteria against which the Supplier's offer will be evaluated includes:

### Mandatory criteria

1. <<insert mandatory requirements>>

### Desirable criteria

1. Capability and relevant experience;
2. Ability to meet the Requirements and the Principal's objectives;
3. Quality;
4. Cost and value for money;
5. SOA Conditions compliance;
6. Local Benefits Test;
7. Alignment with Queensland Government priorities;
8. Small Business
9. Indigenous Business
10. Stand against Domestic and Family Violence
11. Social enterprise
12. Environment
13. Business Continuity Planning
14. Opportunities for innovation and improvement (see Schedule B);

## Documents in the ITO which the Supplier needs to complete and return

This ITO is made up of the following documents and includes the definitions and rules of interpretation available on the [Queensland Government website](https://www.forgov.qld.gov.au/general-goods-and-services-templates).

|  |  |
| --- | --- |
| **Document**  | **Instructions to Supplier** |
| **Part A** | **SOA Invitation to Offer (ITO)**For information only. Provides details of offer conditions, timetable, contacts, evaluation criteria and other general information. | ***READ ONLY******Supplier to read and retain.*** |
| **Part B** | **SOA Details**This forms part of the SOA that the Principal will enter into with a successful Supplier to establish the SOA. It contains details of the intended SOA, including the requirements, price and payment schedule, performance monitoring and governance requirements and the terms of the Contract between the Supplier and an Eligible Customer if a Contract is established under the SOA | ***READ ONLY******Supplier to read and retain.******Supplier to provide details of any proposed departures in Sections 22 and 23 of Part C – SOA ITO Response Schedules.*** |
| **Part C** | **ITO Response Schedules**The Response Schedules are for completion by the Supplier to submit an offer. In addition, the Supplier ensures that its offer is signed by a representative that is authorised to sign the offer on its behalf.  | ***COMPLETE AND RETURN*** |
|  | * **Schedule A – Response Schedules (including any Attachments)**
 | ***Supplier to complete, sign and return with the offer.*** |
|  | * **Schedule B – Alternative and/or Innovative offers**
 | ***Supplier to complete and return with an offer, only if submitting an Alternative offer and/or Innovative offer.*** |
|  | * **Supplier acknowledgements and certifications**
 | ***Supplier to complete, sign and return with the offer.*** |

## Formation of an SOA

The Supplier must submit **Part C: ITO Response Schedules** and confirm acceptance of or otherwise identify any proposed departures from the SOA Conditions and the specified conditions that form any Contract established under the SOA.

An SOA will not be formed until all the SOA documentation is agreed between the Principal and the Supplier. The final SOA Detailsdocument is signed by the appropriate representatives of both parties.

## Offer validity period

Offers must remain open and capable of being accepted by the Principal for a minimum period of **<<120>> days**.

## Requirements to be a conforming offer

To be a Conforming Offer, the offer must:

1. be received by the closing date and time;
2. be received in the format and method described in this ITO;
3. be open for the minimum validity period;
4. satisfy all mandatory requirements;
5. respond to all sections of this ITO document in full;
6. review any associated documents referred to in the SOA Details;
7. <<insert other minimum requirements if applicable>>.

## Offer clarifications or questions

All clarifications or questions related to this ITO must be communicated in writing directly to the Principal's contact person identified in section 1.15 and in accordance with the timeframes identified in section 1.4.

## How offers are to be submitted

Offers must be lodged electronically to the [QTenders website](https://www.hpw.qld.gov.au/qtenders/index.do) at <http://www.hpw.qld.gov.au/qtenders> in accordance with the following:

1. Offers must be submitted in the following software package/s: **one copy** in Microsoft Word compatible with Microsoft Office 2003 and **one copy** in Adobe PDF.
2. All files that comprise an offer must be uploaded on the QTenders website.
3. Suppliers responding to a public ITO must log in using the system user name and password, before uploading the offer.
4. Suppliers responding to a select ITO must first log in using the system user name and password, to access the ITO.
5. Electronic file limits are 100MB per upload. This can be a 1x100MB file or 50x2MB files. If the Supplier has more than that to upload, the Supplier would need to do multiple uploads. QTenders will place all of that Supplier's uploads under their business ID. It should be noted that depending on the connection and other circumstances, large uploads of multiple files can take a while, and it may be better for the Supplier to upload in smaller batches of files.

**OR**

Suppliers are required to submit one hard copy original and <<number of copies required>> copy/s of the offer. Offers are also to be accompanied by one (1) soft copy (DVD/USB), compatible with Microsoft Office 2003 or Adobe PDF <<and details of any samples as required>>. The following information MUST be identified on the front of the sealed envelope:

**Private and Confidential**

<<ITO No.>> <<ITO Title>>

No. of Packages <<(e.g. 1 of 2 or 2 of 2 etc.)>>

<<Closing Date>>

**Attention:** <<Contact Officer name>>

<<Phone Number>>

Department of <<Insert Department Name>>

**And addressed to:** Queensland Government Tender Box

 Decipha Pty Ltd

 GPO Box 2482

(or if by hand, 2 Duncan Street, West End, Q 4101)

 BRISBANE QLD 4001.

## SOA invitation to offer conditions

The SOA ITO Conditions as set out in [Attachment A](#_Attachment_A_–) of this document.

## SOA invitation to offer conditions – additional provisions

The following additional SOA ITO Conditions will apply to the ITO.

|  |  |
| --- | --- |
| **Clause Number** | **SOA Invitation to Offer Conditions** |
| <<Clause No.>> | Clause <<Clause No.>> is added to the SOA ITO Conditions**<<title of additional condition>>**<<additional condition>> |

## Principal's contact person

The Principal's contact person/s for this SOA ITO process:

|  |  |
| --- | --- |
| **Name** |  |
| **Position** |  |
| **Agency** |  |
| **Email**  |  |

## Complaints

If at any time during the ITO Process, a Supplier considers that it has been unreasonably or unfairly treated and the Supplier has not been able to resolve the issue with the Principal's contact person, the Supplier may request for the issue to be dealt with in accordance with the Principal's complaint management process and directed to:

<<eg.QGP-Workflow@hpw.qld.gov.au with the subject ‘*Attention: Complaints Coordinator*’>>

Further details on the complaints management process can be found via: [Make a complaint - Procurement Queensland Government](https://www.business.qld.gov.au/running-business/marketing-sales/tendering/supply-queensland-government/procurement-complaint).

The Supplier should contact the below person if the matter is unable to be resolved with the Principal's contact person:

|  |  |
| --- | --- |
| **Name** |  |
| **Position**  |  |
| **Agency**  |  |
| **Email address** |  |

## Privacy notice

The Principal is collecting Personal Information from the Supplier for the purpose of administering the Invitation Process and any SOA and subsequent Contracts formed under the SOA. 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. An individual can gain access to Personal Information held by the Principal about the individual in certain circumstances.

# Attachment A – SOA invitation to offer conditions

## **1.** **Interpretation**

These ITO Conditions may be used where the Principal is seeking offers to enter into a Standing Offer Arrangement (SOA) under which Eligible Customers may enter into Contracts.

The Definitions and Interpretation (version 3.1 published February 2023) will apply to these ITO Conditions, available via this [website](https://www.forgov.qld.gov.au/general-goods-and-services-templates).

## **2.** **Invitation process**

### 2.1 Supplier acceptance

By participating in the Invitation Process, the Supplier accepts these SOA ITO Conditions.

By submitting an offer, the Supplier offers to enter into an SOA with the Principal under which Eligible Customers may enter into Contracts for Goods, Services and Deliverables, and acknowledges that the Principal may accept the offer during the Offer Validity Period.

### 2.2 Principal discretion

The Principal may make any changes to the Invitation Process in its absolute discretion by notifying the Supplier, including publication on the Queensland Government QTenders website were considered appropriate by the Principal. This may include:

1. adding the terms and conditions applicable to the Invitation Process, including terms of the SOA ITO Conditions and/or proposed SOA;
2. adding or changing Requirements;
3. amending dates, including extending the Closing date and time;
4. amending the evaluation criteria stipulated in the ITO; and/or
5. cancelling the Invitation Process.

Without limitation, the Principal may, during the Invitation Process:

1. consider, accept or reject an offer received after the Closing date and time;
2. consider, accept or reject non-Conforming Offers, alternative or innovative offers, offers in part, or multiple offers;
3. obtain information about the supplier relevant to the evaluation criteria that may be held by any Government Department or Instrumentality and take the information into account in assessing the offer;
4. conduct checks on the Supplier with other Queensland Government departments and agencies, and Queensland Government Bodies;
5. reject any or all offers;
6. accept an offer that did not progress through all phases of the evaluation process;
7. amend the evaluation criteria stipulated in the SOA ITO document;
8. exercise discretion in evaluating any subjective evaluation criteria;
9. negotiate with one or more Suppliers and allow any Supplier to vary its offer;
10. interview, negotiate or hold discussions with any Supplier on any matter contained (or proposed to be contained) in an offer to the exclusion of others;
11. request some or all Suppliers to conduct site visits, provide references and additional information, and/or make themselves available for panel interviews;
12. change the terms and conditions applicable to the SOA Invitation Process, including terms of the proposed SOA; or
13. conduct checks on the Supplier or request the Supplier to substantiate to the Principal's satisfaction information supplied by the Supplier during the Invitation Process.

The Supplier will not make any claim connected with a decision by the Principal to exercise or not to exercise any of its rights in relation to the SOA Invitation Process.

### 2.3 SOA structure

The Supplier's attention is drawn to the fact that the Principal reserves the right, at any time during the term of any SOA established as a result of this Invitation Process to:

1. engage other suppliers for the supply of the Goods, Services and other Deliverables the same or similar to the deliverables; and
2. enter into SOAs with other suppliers for the supply of Goods, Services and Deliverables, notwithstanding that the other suppliers did not participate in the Invitation Process, for any reason, including if the Principal considers it is necessary or desirable to comply with government policy regarding diversity in supply chains, the achievement of social objectives or in the interest of public health and safety.

### 2.4 Statistical and other relevant data

Statistical and other relevant data provided in this SOA Invitation Process is not to be construed as a guarantee for providing any volume of business whatsoever by the Principal. The Supplier shall make no claim for anticipated profit or for loss of profit because of any difference between the data provided to assist Suppliers in compiling an offer and the volume of goods or services actually required by the Principal or Eligible Customers and so provided by the Supplier during the period of the SOA.

### 2.5 No process contract

The conduct of the Invitation Process does not give rise to any legal or equitable relationship. Accordingly, a Supplier will not be entitled to claim compensation or loss from the Principal for any matter arising out of the Invitation Process, including but not limited to any failure by the Principal to comply with these ITO Conditions.

## **3.** **Alternative and/or innovative offers**

The Queensland Procurement Policy promotes an outcome focussed approach, seeking opportunities to innovate and improve value for money. The suppliers are encouraged to submit alternative and/or innovative offers where they believe that the alternative will promote the Principal's objectives.

## **4.** **No reliance on information**

The Supplier is responsible for making its own investigation and assessment about all matters relevant to the SOA ITO process, the Requirements, the accuracy of all information and documents provided by or on behalf of the Principal, and all other matters relevant to the Supplier's offer.

## **5.** **Supplier cost**

Participation in the SOA Invitation Process is at the Supplier's cost. The Principal is not required to pay compensation to the Supplier in relation to the SOA Invitation Process in any circumstances, for any reason.

## **6.** **Subject to contract**

No SOA will be formed between the Principal and the Supplier unless and until both parties sign an SOA deed of agreement.

## **7.** **Compliance**

The Supplier must:

1. (**communication**) direct all inquiries relating to the SOA ITO to the Principal's contact person, and not discuss this Invitation Process with any other person except as required to prepare its offer.
2. (**laws**) comply with all Laws, including the *Disability Discrimination Act 1992* (Cth), the *Human Rights Act 2019* (Qld), *Modern Slavery Act* *2018* (Cth)and all Acts referenced in the Ethical Supplier Threshold and ensure that the Supplier's actions do not cause the Principal and its Eligible Customers to breach any Laws.
3. (**confidentiality**) keep confidential all Confidential Information which it obtains as part of the SOA Invitation Process, not use it except for the purpose of responding to the SOA ITO, and not disclose it except to its Personnel on a need to know basis for the purpose of responding to the SOA ITO, or with the Principal's consent, or to the extent required by Law, or to its professional advisors.
4. (**privacy**) if it collects or has access to any Personal Information in connection with the SOA Invitation Process, comply as if it was the Principal with the privacy principles in the *Information Privacy Act* or the Australian Privacy Principles in the *Privacy Act*, as applicable, in relation to that Personal Information, and comply with all reasonable directions of the Principal relating to the Personal Information.
5. (**no publicity**) not make any public announcements or advertisement relating to the SOA Invitation Process.
6. (**competitive neutrality**) if the Supplier is a government owned business, local government, or Commonwealth, State or Territory or authority, price its offer to comply with the competitive neutrality principles of the Supplier's jurisdiction.
7. (**Personnel**) ensure that its Personnel also comply with these requirements.
8. **(insurances)** if required in Part B - SOA Details, the Supplier is to provide relevant and current insurance certificates with their offer. If requested after the closing date for offers, the Supplier is required to provide relevant and current insurance certificates within five (5) Business Days of the request from the Principal unless otherwise indicated by the Principal.

## **8.** **Warranties**

### 8.1 Anti-competitive conduct

The Supplier warrants that neither it nor its Personnel has engaged in, or will engage in, any collusive, anti-competitive or similar conduct in connection with the Invitation Process, or any SOA subsequently entered into as a result of this Invitation Process, or any actual or potential contract with any entity for goods and services similar to the Goods and Services.

### 8.2 Conflict of interest

The Supplier warrants that neither it nor its Personnel have or are likely to have a Conflict of Interest in connection with this Invitation Process, except as disclosed in the Supplier's offer.

The Supplier warrants that it will not, and it will ensure that its Personnel do not, place themselves in a position that may give rise to a Conflict of Interest between the interest of the Principal and the Supplier's interests during the SOA Invitation Process and the term of any SOA subsequently entered as a result of this Invitation Process.

If during the Invitation Process period, a Conflict of Interest arises or appears likely to arise, the Supplier must notify the Principal immediately and take such steps to resolve or otherwise deal with the Conflict of Interest to the reasonable satisfaction of the Principal.

### 8.3 Criminal organisation

The Supplier warrants that the Supplier and, to the best of its knowledge and belief having made reasonable enquiries, its Personnel, have not been convicted of an offence under the Criminal Code in the *Criminal Code Act 1899* (Qld) where one of the elements of the offence is that the person is a participant in a criminal organisation within the meaning of the Criminal Code.

### 8.4 Accuracy of information

The Supplier warrants that all representations, declarations, statements, information and documents made or provided by the Supplier (including its representatives) in connection with the Invitation Process (**‘Supplier Information’**) are complete, accurate, up-to-date and not misleading in any way.

### 8.5 Warranties are ongoing

The warranties in this section are provided as at the date of the Supplier's offer to the SOA Invitation Process and on an ongoing basis until the later of the Principal notifying the Supplier that its offer has been rejected and expiry or termination of any SOA entered pursuant to the SOA Invitation Process and any Contract established under the SOA ("relevant period").

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

### 8.6 Breach of warranty

In addition to any other remedies available to it under Law or contract, the Principal may, in its absolute discretion (but is not required to), immediately disqualify a Supplier from the Invitation Process, or terminate an SOA with the Supplier which is subsequently entered into as a result of the Invitation Process, where it believes the Supplier has breached any warranty in this clause.

## **9.** **Section 89 of the Criminal Code**

Section 89 (1) of the Criminal Code in the *Criminal Code Act 1899 (Qld)* makes it an offence for a person employed in the public service to knowingly acquire or hold, other than a member of a registered joint stock company consisting of more than 20 persons, a private interest in a contract or agreement which is made on account of the public service with respect to any matter concerning the department of the service in which the person is employed. Section 89 (2) provides that the person does not commit an offence if, before the person acquires or starts to hold the private interest, the person discloses the nature of the interest to the chief executive of the department for which they are employed, and the chief executive authorises the person in writing, to hold or acquire the interest

For the purpose of this clause 9, an 'employee' is an individual who receives or is entitled to receive salary or wages through the payroll system of the Principal or an Eligible Customer.

The Supplier warrants that it will not submit an offer which, if accepted, would result in an individual being in breach of section 89 of the *Criminal Code Act 1899 (Qld).*

## **10.** **Access and inspection**

The Supplier must, on reasonable prior written notice from the Principal, give the Principal reasonable access to the Supplier's premises and to Supplier documentation, records and Personnel, to enable the Principal or a third party engaged by the Principal to verify:

1. the completeness and accuracy of information provided by the Supplier in connection with the Invitation Process; and
2. the Supplier's compliance with its obligations under these SOA ITO Conditions.

## **11.** **Supplier confidential information**

The Principal will keep confidential all Confidential Information of the Supplier which it obtains as part of the SOA Invitation Process.

The Principal may use Supplier Confidential Information for the purposes of the Invitation Process.

The Principal may disclose Supplier Confidential Information:

1. to its Personnel for the purposes of the Invitation Process;
2. as required under the *Right to Information Act 2009* (Qld)or *Information Privacy Act*;
3. as required by Law;
4. to a Minister, their advisors or Parliament;
5. to its professional advisors.

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