Part B: Standing Offer Arrangement (SOA) Details

Department of <<Insert Department Name>>

SOA Number: <<ITO No.>>

For the Provision of: <<ITO Title>>

**NOTE FOR PROCUREMENT OFFICERS - REMOVE PRIOR TO RELEASE**

This is a suggested template for agency use in developing the SOA Details document which is to form part of the ITO to establish a SOA. Agencies need to ensure that SOA Details 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 an ITOs to establish a SOA.

* Ensure that the contents of the template are suitable for their individual requirements in establishing a ITO for a SOA
* Complete the yellow fields to reflect the SOA Details (to the extent those fields are considered appropriate and suitable for the agency’s procurement).
* Remove any comments (in right column).
* Ensure the Table of Contents is updated.
* This document is to be released in Adobe (pdf) as it is a draft only.
* Ensure that this document is watermarked with “Draft”.

Procurement officers must also separately complete Part A – SOA ITO (pdf) and Part C – SOA ITO Response Schedule (MS Word/Excel) and issue it with this SOA Details document. This SOA Details document will form part of the SOA that applies to the Goods and/or Services in the SOA Invitation to Offer and refers to the conditions that will apply to the SOA and any contract which is established under the SOA.

If one or more Supplier/s are successful in the evaluation process, this document will be updated to reflect the final negotiated SOA for execution by both Parties.

**NOTE TO SUPPLIERS**

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

* **Part A - SOA Invitation to Offer (ITO) SUPPLIER TO READ AND RETAIN;**
* **Part B - SOA Details SUPPLIER TO READ AND RETAIN** - provides details of the intended SOA and Contract (in draft) including the Requirements, Price and Payment terms, Performance Monitoring, Governance requirements and the terms of each proposed Contract established under the SOA. If a supplier is selected by the Principal to enter into a SOA, the SOA Details document will be finalised. The SOA will only be established if it is executed by the successful Supplier and the Principal as a deed.
* **Part C - SOA ITO Response Schedules SUPPLIER TO COMPLETE AND RETURN.**

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 **Part A - SOA ITO**

 **Part C – Response schedules**

### Section 1 – General information

This SOA is for the supply of <<copy directly from Part A>>.

This document forms part of the SOA between the Principal and Supplier. The SOA will be formed between the Principal and the Supplier when authorised representatives of both parties have signed, sealed and delivered the SOA Details.

Contracts formed under this SOA will incorporate the terms agreed by the Principal and the Supplier as set out in the SOA Details.

The SOA <<is/ is not>> mandatory for Eligible Customers to use, however Eligible Customers should primarily source goods and services through the Panel where suitable in accordance with the Queensland Procurement Policy.

The Principal may add or remove Suppliers from the Panel. The Principal and/or Eligible Customers may engage other suppliers outside of the Panel for the supply of <<copy directly from Part A>> Where the Principal appoints multiple Suppliers to the SOA Panel, Eligible Customers may choose any SOA Panel Supplier to source the required goods and services in accordance with their local procurement procedures.

The Principal will appoint an SOA manager. The SOA manager will be responsible for the management of the SOA throughout the term of the SOA. The Principal may change the SOA manager from time to time.

The Supplier will work collaboratively with the Principal to ensure the benefits of purchasing under the SOA are achieved by Eligible Customers. Benefits for the Supplier and Eligible Customers accessing the SOA include:

* Reduced administrative effort and paperwork e.g. simplifying or removing the need to seek multiple quotes in accordance with local procurement procedures;
* Competitive negotiated pricing;
* Agreed SOA Conditions;
* The Department initiated marketing and communication of the SOA to Eligible Customers, which may include conference attendance, direct communications and internal and/or public websites; and
* The opportunity for the Supplier to build business relationships with Eligible Customers as an approved Supplier for goods and services available to purchase under the SOA.

# SOA details

|  |  |
| --- | --- |
| **SOA Title** | <<Insert title of SOA>>  |
| **SOA Description** | <<Insert brief description of the SOA, including the Products and/or Services which are the subject of the SOA>> |
| **SOA Reference Number** | <<SOA No.>> |

# Principal

|  |  |
| --- | --- |
| **Principal Name** | State of Queensland (acting through the Department of <<Insert Department Name>>) |
| **ABN or ACN** | <<Insert ABN/ACN>> |

# Principal contact details

|  |  |
| --- | --- |
| **Contact Name** | <<Specify the name of the Principal’s authorised representative>> |
| **Contact Position**  | <<Specify the position of the Principal’s authorised representative>> |
| **Phone Number** |  |
| **Street Address** |  |
| **Postal Address** |  |
| **Email** |  |

# Eligible customers

|  |  |
| --- | --- |
| **Eligible Customers** | An Eligible Customer is as defined in the Definitions and Interpretations Version 3.0 December 2020. |

# Supplier

|  |  |
| --- | --- |
| **Supplier Entity Name** | <<Insert Supplier Legal Entity name>> |
| **Supplier Business Name (if applicable)** | <<Insert Supplier Business Name>> |
| **Australian Business Number (ABN)** | <<Insert Supplier's ABN >> |
| **Australian Company Number (ACN)** | <<Insert Supplier's ACN (if applicable) >> |

# Supplier contact details

|  |  |
| --- | --- |
| **Authorised representative(s)** | <<Insert name of Supplier’s authorised representative for this SOA. This person must have authority to provide consents, approvals, instructions and directions on behalf of the Supplier. This person will be the person whom the Principal contacts about the SOA, and to whom the Principal delivers all notices under the SOA>> |
| **Position title/role** | <<Specify authorised representative’s position/role with the Supplier>> |
| **Phone Number** | <<Insert phone number of the Supplier’s authorised representative>> |
| **Street Address** | <<Insert street address of the Supplier’s authorised representative>> |
| **Postal Address** | <<Insert full postal address including postcode. This is the address for notices delivered to the Supplier (to its authorised representative) under the SOA.>> |
| **Email** | <<Insert email address of the Supplier’s authorised representative>> |

# Subcontractor(s)

|  |  |
| --- | --- |
| Where Subcontractors are to be utilised, is clause 22 of the SOA Conditions applicable.  |  Yes / No |

The Supplier is to provide the names, legal entity type and contact details of all Subcontractors that the Supplier intends to use, and the obligations that will be subcontracted to each Subcontractor.

***Repeat as necessary.***

|  |  |
| --- | --- |
| **Name (and legal entity)**  | <<Insert name and ABN and ACN/ABRN (if applicable) of Subcontractor.>> |
| **Street address**  | <<Insert street address of the Subcontractor.>> |
| **Postal address**  | <<Insert postal address of the Subcontractor.>> |
| **Obligations**  | <<Specify the obligations that the Subcontractor will perform under the SOA.>> |

# SOA Term

This is the period of the SOA, when Eligible Customers can enter into Contracts under the SOA.

|  |  |
| --- | --- |
| **Start Date** | <<Insert start date of the SOA Term>>  |
| **End Date** | <<Insert end date of the SOA Term. The SOA Term should continue for the duration of any applicable warranty period>> |
| **Extension Options** | <<Insert whether the Principal can elect to extend the SOA Term for an additional period (e.g. 2 x 1 year).>> |

# Cap on liability

|  |  |
| --- | --- |
| **Cap on liability in Contracts** | The cap on liability (in the aggregate) of the Customer and Supplier in relation to a Contract is the greater of:1. $<<amount of the liability cap>>million; or
2. ## times the total of all Prices payable under the Contract,

or as limited by law or binding scheme. |
| **Binding Scheme** | If the Supplier seeks to limit its liability in accordance with a binding scheme under the *Professional Standards Act 2004 (Qld)* then the scheme must be specified below and the limits of liability that apply:Binding Scheme applicable: <<If applicable, Supplier’s binding scheme to be inserted in final agreement.>>Summary of liability cap: <<If applicable, Supplier’s liability cap to be inserted in final agreement.>> |

# Insurance

|  |  |
| --- | --- |
| **Workers compensation insurance**  | As required by Law. |
| **Public liability and product liability insurance**  | Public and Products liability insurance to the minimum value of <<$## million>>is required to be held and maintained during the SOA Term and any Contract Term.  |
| **Professional indemnity insurance**  | Professional indemnity insurance to the minimum value of <<$# million>> is to be maintained for <<four years>> after the end of the SOA and any Contract which is established under the SOA.OrMinimum period of insurance for insurances which are maintained on a ‘claims made’ basis, is <<four years>> after the Contract ends or such other period as specified in the DetailsOr<<Insert “Not applicable”>> |
| **Other insurances**  | <<Insert all other insurances required, and the minimum amount for which the Supplier must be insured.>> |
| **Evidence of insurance – clause 9(k)** | Copies of Certificates of Currency issued by the Supplier’s insurer are to be forwarded to the Principal within <<five>> Business Days of a request from the Principal; or of receipt of the Certificate of Currency when renewing or changing an insurance policy. |

# Authorisations

|  |  |
| --- | --- |
| **Authorisations required – clause 9(l)** | The Supplier will maintain accreditation/certification to <<required authorisations>> and provide evidence within <<no. of days>> days of the SOA commencement date.or <<Not Applicable>> |

# Financial viability

|  |  |
| --- | --- |
| **Financial Viability of the Supplier – clause 9 (u) SOA Conditions** | During the SOA Term, the Supplier is to maintain financial viability and have the financial capability to meet their obligations under the SOA. The Principal reserves the right to engage (at its own cost) an independent financial assessor as a nominated agent to conduct financial assessments under conditions of strict confidentiality.For this assessment to be completed, a representative from the nominated agent may contact the Supplier concerning the financial information that it is required to provide. The financial assessment is specifically for use by the Principal for the purpose of assessing Suppliers and will be treated as strictly confidential. The Supplier is required to cooperate with the independent financial assessor during the conduct of the financial assessment. |

# Confidentiality, privacy and conflict of interest deed

|  |  |
| --- | --- |
| **Are any of the Supplier’s Personnel required to enter into a Confidentiality, Privacy and Conflict of Interest Deed?** | A Confidentiality, Privacy and Conflict of Interest Deed is not required to be provide from the Supplier’s Personnel to the Principal under the SOA. However, an Eligible Customer may require this under its contract with the Supplier.ORA Confidentiality, Privacy and Conflict of Interest Deed may be requested to be provided by the Supplier’s Personnel under the SOA at any time by either the Principal or an Eligible Customer.ORThe Supplier ‘s Personnel will be required to complete a Confidentiality, Privacy and Conflict of Interest Deed in the form outlined in Schedule <<no.>> by <<date by which the Deeds are required>>.ORThe Principal may require the Supplier’s Personnel to provide an updated Deed at any time during the SOA Term.These Deeds will be relied upon under this SOA for all Contracts. |

# New intellectual property ownership

|  |  |
| --- | --- |
| **Principal’s license to Supplier for new Intellectual Property Rights under clause 16.2** | License in Clause 16.2(i) appliesOrOther licensing applies <<insert details of the licensing that is to apply>> |
| **Intellectual Property Rights in Contract (under clause 16.4)** | New Intellectual Property rights created or developed in performing a contract under the SOA will be owned by the <<Customer/Supplier>>If the new Intellectual Property Rights are owned by the Customer, the Customer grants the Supplier:* A License as per clause 14.2(a) of the General Contract Conditions
* A License as per clause 15.2(b) of the Comprehensive Contract Conditions;
* Other licensing applies <<insert details of the licensing that is to apply>>
* No License back to Supplier

Or New Intellectual Property rights created or developed in performing a contract under the SOA will be owned by the party as specified in the applicable Contract Conditions. |

# Support for Government objectives

The Supplier is required to meet the commitments in support of Government Objectives which are provided in Schedule <<insert schedule number and title>> of this SOA Details document.

# Section 2 - Terms and conditions of the SOA and contracts / orders

# Definitions and interpretation

The Definitions and Interpretation Version 3.0 December 2020, applicable to the SOA and Contracts are available on the Queensland Government website <http://www.qld.gov.au/gov/general-goods-and-services-templates>.

# Definitions and interpretation departures

The Definitions and Interpretation are amended as follows:

|  |  |
| --- | --- |
| **Word** | **Proposed Definition and Interpretation** |
| <<insert word>> | <<any other changes to Definitions and Interpretation>> |

# SOA conditions

The SOA Conditions which apply to the SOA between the Principal and the Supplier are the [Standing Offer Arrangement (SOA) Conditions Version 3.0](http://www.hpw.qld.gov.au/SiteCollectionDocuments/SOAConditions.pdf), current as at December 2020 available on the Queensland Government website <http://www.qld.gov.au/gov/general-goods-and-services-templates>.

# SOA conditions additional provisions and/or departures

The following additional provisions and/or departures to the SOA Conditions will apply to the SOA. Additional provisions and/or departures outlined in this section will take precedence over any other section of this document and the SOA Conditions.

| **Clause Number** | **SOA Conditions** |
| --- | --- |
| **<<clause no.>>** | **Clause <<clause no.>> is <<added to / replaced in / deleted from>> the SOA Conditions****<<title of departure to SOA Conditions to be agreed with the Supplier>>**<<additional or alternative SOA Condition to be agreed with the Supplier>> |

# Contract conditions

The applicable terms and conditions for the supply of the Goods and/or Services to a Customer under this SOA (i.e. the Contract / Order) are the << select the applicable conditions - [Comprehensive Contract Conditions](http://www.hpw.qld.gov.au/SiteCollectionDocuments/ComprehensiveContractConditions.pdf) , General Contract Conditions, Basic Purchasing Conditions>> Version 3.0 current as at December 2020 available on the Queensland Government website <http://www.qld.gov.au/gov/general-goods-and-services-templates>.

# Contract conditions additional provisions and/or departures

The following additional provisions and/or departures to those Conditions above will apply. The additional provisions and/or departures outlined in this section will take precedence over any other section of this document and the Conditions above.

| **Clause number** | **<<Comprehensive contract conditions/General Contract Conditions/Basic Purchasing Conditions>>** |
| --- | --- |
| **<<next clause no.>>** | **Clause No. <<Clause No.>> is <<added to / replaced in / deleted from>> the Comprehensive Contract Conditions/General Contract Conditions/Basic Purchasing Conditions****<<departure clause title>>**<<departure clause>> |
|  |  |

# Section 3 – Execution of SOA

The parties to this deed have executed the deed on the dates set out below

**EXECUTED AS A DEED**

# Execution by Supplier

***By executing this deed, the Supplier agrees to enter into a SOA with the Principal and supply Goods and/or Services to Eligible Customers under the terms and conditions of any Contract/Order formed in accordance with the SOA. If the Principal requests, the Supplier must provide evidence that the signatory is properly authorised to execute this deed.***

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
|

|  |  |  |
| --- | --- | --- |
| Date ……………………………………….**SIGNED, SEALED AND DELIVERED** for and on behalf of: Name of Supplierby its authorised representative, in the presence of: Signature of witness Name of witness (block letters)  | )))))))))))))) |  Signature of authorised representativeBy executing this deed, the signatory warrants that the signatory is duly authorised to execute this deed on behalf of the Supplier  Name of authorised representative (block letters) Position of authorised representative |
|  |  |  |

 |

### Where the Supplier is a corporation:

|  |  |  |
| --- | --- | --- |
| **EXECUTED as a deed by the Supplier**:**<<insert name of Supplier >>**on <<insert date>>in accordance with s.127 of the *Corporations Act 2001* (Cth) Name of Director Name of Director/Secretary | ))))))))))))))) |  Signature of Director Signature of Director/Secretary |

# Execution by Principal

|  |  |  |
| --- | --- | --- |
| Date **SIGNED, SEALED AND DELIVERED for and on behalf** of: **<<Insert Name of Principal>>**by its authorised representative, in the presence of: Signature of witness Name of witness (block letters) | ))))))))))))) |  Signature of authorised representative of the PrincipalBy executing this deed, the signatory warrants that the signatory is duly authorised to execute this deed on behalf of the Principal  Name of authorised representative (block letters) Position of authorised representative |

### Schedule 1 – Requirements

***The Supplier must provide the Goods and/or Services to Customers, in accordance with the Requirements described in this Schedule.***

### Background

* 1. <<details>>

1. <<details>>

1.2 <<details>>

1. <<details>>

### Support for Government objectives

2.1 The Department of <<Insert name of Department>> seeks to attract highly credible organisations, large, medium and small, that are able to demonstrate a commitment to the objectives, targets and commitments as outlined in the [Queensland Procurement Policy](https://www.hpw.qld.gov.au/SiteCollectionDocuments/QLDProcurementPolicy.pdf) (QPP).

This means organisations capable of:

* delivering value for money in economic, social and environmental terms;
* demonstrating commitment to involvement with Social Enterprises and Indigenous Queenslanders;
* demonstrating commitment to Social Responsibility including but not limited to Environmental Sustainability practices;
* supporting a zero tolerance to domestic and family violence in the workplace and the broader community; and
* supporting local and regional economies.

Suppliers are required to ensure that any commitments outlined in their Part C: ITO Response Schedules are maintained for the SOA Term.

As part of their Response, Suppliers are required to provide information regarding their support for the principles of the QPP (refer to Part C: ITO Response Schedule, Section <<insert section number>>).

### Mandatory requirements

3.1 The Supplier must meet the following mandatory requirements:

* + 1. <<insert any other mandatory requirements>>

### Legislative requirements

* 1. The Supplier will comply with all Federal, State and Local Government legislative requirements including:
1. **The *Information Privacy Act 2009* and applicable privacy codes (as defined in that Act);**
2. **The *Commonwealth Disability Discrimination Act 1992***
3. **The *Labour Hire Licensing Act 2017***
4. **<<details>>**

## **Other Requirements:**

### Organisational capabilities and experience

5.1 <<details>>

1. <<details>>

### Compliance with standards

* 1. The Supplier will comply with the following requirements when performing its obligations under the SOA and any Contracts entered under the SOA:
		1. <<details>>

### Key personnel

* 1. Key Personnel are detailed in Schedule <<No.>> of this Part B – SOA Details.
	2. Background checks such as Criminal History checks may be undertaken the Principal or the Eligible Customer or may be requested to be undertaken by the Supplier and provided to the Principal or Eligible Customer for all Key Personnel.
	3. If required by the Principal, the Supplier is to separately provide a copy of all Key Personnel CVs.
	4. Key Personnel’s roles and percentage of time that will be dedicated to this requirement
		1. <<details>>
	5. At any time during the life of the SOA the Principal or Customer may request a deed of privacy and confidentiality be completed.
	6. Addition of Key Personnel
1. The Supplier may, during the Term of the Arrangement, nominate new Key Personnel for inclusion under this SOA. New Key Personnel are to meet all requirements listed in this SOA Details and is subject to the Principals approval.
2. The process for including new Key Personnel is as follows:
3. The Supplier is to request in writing the inclusion of any new personnel and provide the Principal’s SOA Manager with any supporting documentation (work history, resume) for consideration.
4. The Principal’s SOA Manager will confirm that the Key Personnel meet all minimum mandatory requirements as outlined in this SOA Details.
5. Once the Key Personnel have been approved by the Principal’s SOA Manager, they will be included in the list of Key Personnel and will be available for use under the SOA.
	1. Right of Refusal
6. The Principal may reject any proposed Key Personnel for inclusion under this SOA, in which case the Supplier is to propose an alternative within <<5 business days>>.
	1. <<Include other requirements such as agreement by Supplier’s personnel to comply with investigation of incidents. Refer to the [Clause Bank](https://team.oneportal.deta.qld.gov.au/sites/corporateprocurement/2016%20%20Stage%202%20%20ITO%20Development%20%20Tender%20Management/Clause%20Bank%20for%20Departures%20and%20Requirements%20in%20ITO%20and%20Contract%20documents.docx)>>

### Goods inspection / tests

* 1. <<details>>
1. <<details>>

### Project methodology

* 1. <<details>>
1. <<details>>

### Area of supply

* 1. The Supplier is to have the ability to supply goods and/or services to Eligible Customers within the following regions:
1. Metropolitan
2. North Coast
3. South East
4. Darling Downs SW
5. Central Queensland
6. North Queensland
7. Far North Queensland
	1. The geographical boundaries of Regions are identified as the Department of <<insert name of Department>> Regions found at <<Insert Link>>

### Location of the supplier/s

* 1. <<details>>
1. <<details>>

### Milestones and deliverables

* 1. The following table sets out the indicative timeframe for any work undertaken.

|  |  |  |
| --- | --- | --- |
| **#** | **Key milestone** | **Required** |
| 1 | <<Key Milestones (if applicable)>> | <<when required>> |
| 2 |  |  |
| 3 |  |  |

### Warranties and returns

* 1. <<details>>
1. <<details>>

### Goods recall

* 1. Should any Goods supplied under this SOA be withdrawn from distribution, recalled by the manufacturer, or otherwise found not suitable for use, the Supplier is to contact the Principal immediately to arrange a meeting with the Principal and establish procedures for goods recall which would include as a minimum:
		+ 1. urgent communication to all recipients of the Goods (all communication will be required to be approved by the Principal prior to release);
			2. Goods recall process; and
			3. replacement or credit for the cost of the affected Goods.
	2. <<details>>
		+ 1. <<details>>

### Training, service and support

* 1. <<details>>
		+ 1. <<details>>

### Differentiating factors

* 1. <<Suppliers are to provide details of any services additional to the Requirements that the Supplier considers may be of value to the Department may be inserted in final agreement within the schedules of this SOA at section ##>>

### Communications and marketing

* 1. The Supplier is expected to generate business through marketing goods and services on the SOA to Eligible Customers as a SOA Supplier in accordance with the SOA Details.
	2. <<Agreed methods for communicating and marketing to be inserted in final agreement>>
	3. The Supplier will market and promote the Goods and/or Services included on this SOA directly to Eligible Customers through various marketing channels which will be detailed in a Communications and Marketing Plan agreed with the Principal as outlined in Attachment <<X>>.
	4. Any materials, product launches or events that promote the Supplier’s status as a Supplier on the SOA, or is directed to departmental staff, is to be approved by the Principal prior to release.

### Online ordering

* 1. The Principal has a strong preference for the use of an online ordering system which allows Eligible Customers to research Goods and Prices available under the SOA and initiate online orders and payments. Whilst not a mandatory requirement of this SOA, current online ordering capability or a commitment to develop an online ordering system during the SOA Term is highly regarded.
	2. Creation and maintenance of Eligible Customer accounts will be the responsibility of the Supplier. Accounts will be created on individual requests from Customers.
	3. Where an online ordering or booking system is available, it is highly desirable that the system provides:
		1. The ability for Eligible Customers to filter goods so that only the SOA Goods and associated Prices are reflected;
		2. Real time stock availability (highly regarded);
		3. A ‘help desk’ as a point of contact that can respond to enquiries about the system and how it operates;
		4. A creator and approver option for each account e.g. workflow capability;
		5. Eligible Customers with a login and password for accessing goods under the SOA;
		6. An ability to pay by corporate/credit card and the ability to generate invoices;
		7. The ability to create a SOA Order and apply a specified delivery date or period;
		8. Clear communication of delivery/freight rates to Eligible Customer’s nominated addresses (if applicable) or the store location where to pick up the Goods;
		9. Product images and information (size, style, colour range etc);
		10. Access to an order tracking system. The tracking can either be directly through the Supplier’s portal or linked to their courier / distribution agent’s web site;
		11. Eligible Customers are provided with a tracking number for each SOA Order placed via the online order portal. It is preferable that a tracking number also be provided for phone and fax orders. Tracking information includes a dispatch date/time, current location and Estimated Time of Arrival (ETA);
		12. The ability for the Principal’s SOA Manager to download the purchasing history reports.
		13. Provision of reports to Eligible Customers that detail purchasing history for a minimum of six (6) months. This should include as a minimum:
* SOA Order number and date;
* details of original SOA Orders by product;
* current SOA Order status (if not completed); and
* payment details and dates of SOA Orders.
	1. Where an online ordering system is available, it is to comply with the [Payment Card Industry Data Security Standards (PCIDSS)](http://www.pcisecuritystandards.org).
	2. Where an online ordering system will be developed during the SOA Term, the Supplier will provide access to the system for the Principal’s review and approval prior to implementing the online ordering or booking system. The Supplier will provide any information requested by the Principal regarding the proposed online ordering or booking system to enable the Principal to assess that the system meets the Principal’s security and privacy requirements.
	3. The Supplier will only implement the system once the Principal has provided their approval.

### Website / online services

* 1. Where the Supplier provides internet-based services, the System used to deliver such services is to comply with the following as a minimum:
1. It is highly desirable that the System is hosted onshore in Australia (including data backup and disaster recovery); this may be cloud hosted. This requirement is to be in compliance with:
	1. [Australian Government Privacy and Cloud Computing Framework](http://www.finance.gov.au/files/2013/02/privacy-and-cloud-computing-for-australian-government-agencies-v1.1.pdf);
	2. [Queensland Government Cloud Computing Strategy](http://www.qgcio.qld.gov.au/initiatives/cloud-computing), and
	3. [Information Security IS18](http://www.qgcio.qld.gov.au/products/qgea-documents/549-information-security/2704-information-security-is18).
2. The privacy of the data from or collected on behalf of a Queensland Government department or agency stored on a cloud computing or externally hosted service is to be maintained in accordance with the [*Queensland Information Privacy Act 2009*](https://www.legislation.qld.gov.au/LEGISLTN/CURRENT/I/InfoPrivA09.pdf)*,* and [Information Access and Use (IS33)](http://www.qgcio.qld.gov.au/products/qgea-documents/548-information/2333-information-access-and-use-is33-info). This includes the protection of user’s identities.
3. Data provided by the Principal or a Customer under the SOA includes Customer Data Confidential Information and Personal Information. The Supplier’s (and/or subcontractor’s) use of this data is limited as per the SOA Conditions, and expressly prohibits the following:
	1. profiling;
	2. data mining;
	3. advertising; and
	4. analytics;

without the prior written consent from the Principal.

1. The system and the Supplier’s processes is to adhere to the [Queensland Government Information Security Framework](http://www.qgcio.qld.gov.au/products/qgea-documents/549-information-security/2417-queensland-government-information-security-classification-framework). The Queensland Government Information Security Classification Framework (QGISCF) sets the minimum requirements for information assets and determines the appropriate level of security classification that needs to be applied, specifying how information assets across the Queensland Government are to be handled. Data captured for the purpose of this SOA has been classified as <<insert eg Protected>>-.
2. Any websites or web-based applications is to achieve a minimum of Level AA conformance with the [Web Content Accessibility Guidelines (WCAG) 2.1](https://www.w3.org/TR/WCAG21/):
	1. Claims of Conformance are to meet the Success Criteria of WCAG 2.1.
	2. Assessments for WCAG 2.1 Conformance is to be made through the use of Sufficient (and avoidance of Failure) Techniques, refer either: [WCAG 2.1 Techniques](http://www.w3.org/WAI/WCAG21/Techniques/) or [How to Meet WCAG 2.1 (Quick Reference)](http://www.w3.org/WAI/WCAG21/quickref/).
3. The System it to be available at the following times and locations:

|  |  |  |
| --- | --- | --- |
| **Service times** | **Duration** | **Location/s** |
| Core business hours | 6am-7pm | Whole of State |
| Non-core business hours | 7pm-6am | Whole of State  |

1. The Principal prefers that planned system outages occur during non-core hours.

### Transition out services

* 1. <<Specify the detailed scope of transition out services, or how and when the parties will determine the detailed scope of transition-out services>>

### <<other requirements applicable>>

* 1. <<details>>
		+ 1. <<details>>

### Schedule 2 – Price and Payment Terms

***This Schedule describes the Price and Payment terms under the SOA. The Customer and Supplier may not amend this section in a contract but may agree additional pricing details in a particular contract.***

### Prices

* 1. Pricing is to be provided in Australian Dollars, exclusive of GST and inclusive of GST.
	2. Prices will be consistent regardless of the location of the Customer (excluding delivery charges).
	3. The Supplier’s Prices may be published on the Queensland Contracts Directory or the Principal’s intranet for the information of Eligible Customers and may include comparison (side by side).
	4. The Supplier will ensure all orders placed by Customers receive agreed SOA Prices regardless of whether the SOA is quoted on the SOA Order or not.
	5. If more favourable Prices are offered by the Supplier to the same Customers through, for example, special discounts or offers offered for a defined period of time, then the same prices and conditions are to be applied to any SOA Orders raised by Customers in that time period.
	6. The Principal is to be able to demonstrate clear benefits arising from establishment and management of the SOA. The Supplier is therefore required to ensure that pricing charged under the SOA is demonstrably better than non-SOA pricing.
	7. The Principal’s SOA Manager will conduct random audits of reporting and/or invoices from different Regions to ensure SOA pricing is applied and to ensure consistent application of SOA pricing across all Regions services.
	8. The Supplier is to disclose all fees (including corporate card fees) associated with the supply of Goods and/or delivery of the Services. Fees that are not disclosed may not be applied during the Term of the SOA without the express written approval of the Principal.
	9. The Supplier will provide Prices to Eligible Customers as detailed in the following Pricing Tables - <<Supplier pricing to be inserted in final agreement>>.
	10. The Supplier will itemise all amounts that the Customer is to pay in relation to any Contract, as well as totals. The Supplier is to identify the pricing method (eg lump sum, fixed price, time and materials including rate cards – unless otherwise specified in the SOA). The GST component is to be separately identified.
	11. <<details>>

### Price variation

* 1. The Supplier will hold SOA Prices to Eligible Customers for <<timeframe>> from the start date in the SOA Details. Following the <<insert timeframe from above e.g. initial fixed 12 month term>>, Prices may only be varied once in each twelve (12) month period of operation of the SOA. Price variations may be submitted by the Supplier in <<month for all supplier price variations>> each year for consideration by the Principal.
	2. The Supplier is to submit requests for variation to Prices in accordance with the following agreed conditions.
	3. <<Agreed conditions relating to price variations to be inserted in final agreement eg Clause ## of the SOA Conditions applies to any variation of the SOA>>
	4. The Supplier is to submit requests for variation to Prices in writing to the Principal, and the Principal is to agree in writing before the Price variation can be implemented and communicated with Eligible Customers.
	5. <<details>>

### Payment terms / invoice frequency (as applicable)

* 1. The Supplier will provide 30 day payment terms to all Eligible Customers without the need to submit a credit application unless the Supplier is a small business (fewer than 20 employees). If the Supplier is a small business and registered as a small business on the On-Time Payment Small Business Register, then the Supplier will provide 20 day payment terms to all Eligible Customers without the need to submit a credit application.
	2. The Supplier will provide a correctly rendered tax invoice within <<timeframe>> of delivering the Goods and/or Services to the Customer.
	3. Invoicing and payment is to be made to the Supplier in accordance with the Prices referenced in this Schedule 2 – Price and Payment terms.
	4. The Supplier will provide payment methods including corporate credit card, electronic funds transfer and cash.
	5. Credit Card fees are to be charged in line with the Reserve Bank of Australia Standards regarding Card Payments Regulation. Surcharges are not be more than the amount that it costs a merchant to accept a particular type of card for a given transaction.
	6. <<details>>

### Discounts or rebates

* + 1. <<Supplier discounts (trade, early payment, volume) or rebates to be inserted in final agreement>>.

### Flights, accommodation and other travel expenses

* 1. Travel and accommodation expenses will not be reimbursed by the Customer.

OR

* 1. Supplier Prices are to include any flights, accommodation and expenses related to travel.
	2. Expenses including travel and accommodation costs will not exceed normal Queensland Public Service entitlements as per [Directive 9/11](https://www.forgov.qld.gov.au/documents/directive/0911/domestic-travelling-and-relieving-expenses) (or its successors) and [Directive 20/16](https://www.forgov.qld.gov.au/documents/directive/2016/motor-vehicle-allowances) (or its successors) valid on the date the travel occurred.
	3. The Customer will not reimburse the Supplier for any additional travel or accommodation expenses unless the Customer has approved the expenses in writing before they are incurred.

OR

* 1. The Customer will reimburse reasonable travel and accommodation expenses incurred by the Supplier.
	2. Travel and accommodation expenses are to be approved in writing by the Customer before they are incurred.
	3. Expenses including travel and accommodation costs will not exceed normal Queensland Public Service entitlements as per [Directive 9/11](https://www.forgov.qld.gov.au/documents/directive/0911/domestic-travelling-and-relieving-expenses) (or its successors) and [Directive 20/16](https://www.forgov.qld.gov.au/documents/directive/2016/motor-vehicle-allowances) (or its successors) valid on the date the travel occurred.

### <<other pricing details>>

* 1. <<details>>.

### Schedule 3 – Performance measurement and review

***This Schedule describes how the Supplier’s performance will be measured and reviewed during the Term of the SOA.***

### Key performance indicators / service levels

* 1. The Key Performance Indicators (KPIs) which are used to measure Supplier’s performance throughout the SOA Term, include, but are not limited to the following:
1. **Delivery**: <<95% of orders delivered in full, on time, and meet the specification requirements>>.
2. **Pricing**: <<100% of SOA items reflect SOA Price.>>
3. **Reporting**: <<The Supplier is required to provide accurate reports, in the Principal’s templates (where applicable) and submit on time in accordance with Schedule 4 – SOA governance.>>
4. **Customer satisfaction:** <<Customers will be surveyed to establish satisfaction with the Supplier’s provision of the Goods and/or Services. The number of Customers satisfied with the Supplier is to be greater than 75% of Customers surveyed.>>
5. **Customer Growth/Retention**: <<Evidence of demonstrated efforts, deemed satisfactory by the Principal, to engage with new and existing customers to achieve customer growth and retention under the SOA.>>
6. **Local Benefits**: <<Evidence of demonstrated efforts, deemed satisfactory by the Principal, to provide local benefits specified under the SOA.>>
7. <<details>>

| **KPI No.** | **Service Level** | **What is measured** | **How is it measured** | **Frequency of measurement** | **Who is Responsible** | **Performance Target** |
| --- | --- | --- | --- | --- | --- | --- |
| **1** | Delivery | Orders delivered in full, on time, and meet the specification requirements | Number of complaints / Customer satisfaction | <<Insert detail>> | <<Insert detail>> | 95% |
| **2** | Price | SOA items reflect SOA price | <<Insert detail>> | <<Insert detail>> | <<Insert detail>> | 100% |
| **3** | Reporting | Timeliness and accuracy of reporting  | The Supplier is required to provide accurate reports, in the Principal’s templates (where applicable) and submit on time in accordance with Schedule 4 - SOA governance | <<Insert detail>> | <<Insert detail>> | 100% |
| **4** | Customer satisfaction | Customer satisfaction | Customers will be surveyed <<bi-annually>> to establish satisfaction with the Supplier’s provision of the Goods and/or Services. The number of Customers satisfied with the Supplier is to be greater than the performance target. | Bi-annually | <<Insert detail>> | 75% |
| **5** | Customer Growth / Retention | Engagement with new and Retention of existing customers | Review of information in 6 monthly Sales Report – growth/retention demonstrated | <<Insert detail>> | <<Insert detail>> | Growth / Retention demonstrated |
| **6** | <<detail>> | <<detail>> | <<detail>> |  |  | <<target>> |

### Performance management

* 1. Where the Supplier fails to meet the KPIs or has not complied with the terms and conditions, the following non-performance management procedures apply:
1. Upon one failure, the Supplier is to provide the Principal with a list of rectification actions and a timeline for implementing these rectification actions.
2. For a second or continued failure the Supplier is to provide details of preventative actions and a timeline for implementing the preventative actions. The matter will be escalated to senior management of both the Principal and the Supplier for resolution.
3. Where the Supplier fails to meet KPIs XXX times within any XXX period during the SOA Term, the Supplier will be regarded as having committed a breach of the SOA which cannot be remedied under clause 21.1(e) of the SOA Conditions.

### Schedule 4 – SOA governance

***This Schedule sets out governance arrangements at the SOA level. The Customer and Supplier may not amend this section in a Contract established under this SOA but may agree additional governance requirements for a particular Contract.***

### 1. SOA reporting requirements

* 1. The Supplier will provide the following reporting to the Principal.

|  |  |  |
| --- | --- | --- |
| **Report** | **Description** | **Frequency/due** |
| Sales Report | Report in spreadsheet (e.g. Microsoft Excel) format detailing sales for the reporting period. The reporting should detail, as a minimum:* Customer name
* Customer contact details including name, phone and email of the person who placed the order.
* Invoice Date
* Line by line Product description
	+ Invoice number
	+ Product code
	+ Product name
* SOA or non-SOA item
* Quantity
* Recommended retail price or non-SOA government price
* SOA price
* Total value per line
* Additional Discounts
* Cashable/non-Cashable savings achieved for the reporting period
 | Quarterly, within <<ten (10) >> Business Days from the end of the reporting period |
| Complaints | Number of complaints received, action taken to resolve complaints and the timeframe for resolution. | <<Six monthly>> |
| <<details>> | <<details>> | <<details>> |

### 2. SOA management

* 1. The Supplier is required to establish a primary and secondary point of contact (Account Manager) responsible for managing the SOA and resolution of all matters of warranty, delivery, issues and disputes. The Supplier’s Account Manager will liaise with the Principal, provide reports and attend SOA management meetings as required. The Supplier will notify the Principal within <<10>> Business Days should there be a change in the Supplier’s Account Manager.
	2. The Supplier is required to meet with the Principal as agreed between the Parties to:
1. Review the provision of Goods and/or Services and
2. Negotiate proposed amendment to the Goods and/or Services
	1. <<Include details of how frequently these meetings are to occur, the location, who is to attend and (if known) minimum agenda items>>

### 3.  SOA implementation

* 1. The Supplier will implement the SOA within <<four (4) to eight (8) weeks>> following signing of the SOA Details. The Supplier is expected to have the capability to provide the Goods and/or Services to Customers from the SOA Term start date.
	2. Implementation will, at a minimum, cover the following:
1. Attendance at a formal SOA award meeting if requested by the Principal within <<four (4) weeks>> of the SOA Term start date
2. Establishing ordering methods available under the SOA;
3. Finalisation and testing of all reporting requirements;
4. Implementation of procedures for the collection of data relating to SOA KPIs;
5. Establishment of methods of support that will be available to Eligible Customers under the SOA;
6. If required by the Principal, develop and implement an agreed communication and marketing plan for the SOA.
	1. The Principal, if requested, will work with the Supplier to assist in the development of required skill sets regarding understanding the SOA, implementing the SOA and formatting of reporting requirements.

### 4. Complaints and escalation of SOA issues

* 1. **Customer Complaints**
		1. Complaints in respect of faulty Goods, Service delivery and other issues will be directed in the first instance by the Customer to the Supplier. The Supplier’s Account Manager will liaise with the Customer no later than <<five (5)>> Business Days after receiving notification of the complaint. Any complaints that are not resolved to the Customer’s satisfaction will be escalated to the Principal’s SOA Manager for action.
		2. <<details of escalation process to manage any issues that arise (insert a diagram if useful)>>
	2. **Supplier Complaints**
		1. If at any time during the Term of the SOA the Supplier considers that it has been unreasonably or unfairly treated and 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 procedure by contacting:

|  |
| --- |
| **Complaint Management** |
| **Position** |  |
| **Agency** |  |
| **Email** |  |

### 5. Other SOA governance requirements

5.1 <<details of self-audits, quality assurance reviews etc.>>

### Schedule 5 – Placing SOA orders

***A Contract is created under the SOA when the Supplier and an Eligible Customer agree the commercial details relevant to a Contract using the ordering processes outlined in this Schedule.*** ***The conditions applicable to orders placed under the SOA are <<Basic Purchasing Conditions / General Contract Conditions / Comprehensive Contract Conditions>>***

###  SOA orders

* 1. All SOA Orders placed by Eligible Customers will receive SOA Prices regardless of whether the SOA is quoted on the SOA Order or not. The Supplier is required to treat any SOA Order placed by a party as defined in this Schedule 5 as being placed by an Eligible Customer and apply SOA Prices accordingly.
	2. The SOA order relates only to the particular Contract. Nothing in an SOA order can modify or affect:
		1. The SOA between the Principal and the Supplier
		2. The Contract terms which have been pre-determined by the Principal and the Supplier in the SOA to apply to all Contracts established under the SOA or
		3. Any other Contracts that may be agreed under the same SOA.

### SOA ordering methods

* 1. SOA Orders may be placed by Eligible Customers using the following ordering methods:
1. Request for Quote (RFQ) process resulting in a basic order or contract being formed
2. purchase order (PO)
3. online via Supplier’s online ordering system
4. telephone (confirmed by email)
5. email
6. over the counter.

### Ordering/engagement process

* 1. When an Eligible Customer wishes to access the SOA, <<details of quote process, selection, order documentation etc.>>

### Minimum details for SOA orders

* 1. The SOA and Contract each refer back to the SOA Order for important commercial information. The Customer will ensure that the SOA Order includes at least the following minimum information:
1. SOA number
2. Customer details (name and contact details)
3. Customer requirements
4. Contract start and end dates (as applicable)
5. Applicable timetable (time for performance of Services or delivery requirements, as applicable)
6. Site / delivery address
7. Price payable or payment terms (calculated in accordance with the SOA details)
8. Invoice frequency / payment milestones.

### Delivery and packaging

* 1. The Supplier will abide by individual Customers’ delivery instructions. These instructions may include, but are not limited to, delivery addresses and dates and times that deliveries are not to occur. It is preferable that all SOA Orders are delivered in full within the agreed timeframes. Back orders and/or part orders are at the discretion of the individual Customer. The Supplier is required to indicate to the Customer at the time of ordering, if freight charges are applicable to back orders.
	2. Delivery is to occur during the Business Day unless prior agreement has been obtained from the individual Customer.
	3. <<details>>

### Schedule 6 – Support for Government objectives

### <<insert heading>>

* 1. <<details>>

# Attachment <<Attachment No.>> – <<Attachment Title>>