STANDING OFFER ARRANGEMENT INVITATION TO OFFER NO. <<insert ITO No.>>

For the provision of <<insert description>>

SECTION 6 – RESPONSE FORMS

Version 004 – dated 1 July 2012

OFFERORS NAME:<<insert Offeror's name>>CONTACT NAME:<<insert Offeror's contact name>>PHONE NUMBER:<<insert Offeror's phone number>>>EMAIL ADDRESS:<<insert Offeror's email address>>

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SECTION 6 – RESPONSE FORMS

NOTE TO OFFEROR: The Offeror must complete <u>ALL</u> of the following Response Forms as part of its Offer in accordance with clauses 2.2 and 4.1 of Standing Offer Arrangement - Conditions of Offer.

RESPONSE FORM 6.1 – OFFEROR AUTHORISATION AND CERTIFICATION

Information Required	Details		
Please specify the legal entity type of the Offeror:	☐ Individual ☐ Partnership ☐ Trust	 Company Overseas Incorporated Company Other – please specify 	
Please specify the legal name of the Offeror:	< <insert legal="" name<="" th=""><th>e of Offeror>></th></insert>	e of Offeror>>	
 if Offeror is an individual - specify the full name (including given names and surname) and address of each individual; 			
 if Offeror is a partnership - specify the full name and address of each partner; 			
 if Offeror is a company – specify the full company name; 			
 if Offeror is a trust - specify either: the legal name and address of each trustee authorised to make the Offer on behalf of the trust; and the name of the trust. 			
Offeror's Australian Company Number (ACN) (if applicable):	ACN: < <insert acn<="" th=""><th>√>></th></insert>	√>>	
Offeror's active Australian Business Number (ABN):	ABN: < <insert abn="">> OR</insert>		
	if no ABN – have you submitted a 'Statement by a supplier – Reason for not quoting an Australian Business Number (ABN) to an enterprise' form?		
	Yes 🗌	No 🗌	
Offeror's registered Business Name (BN) (if applicable):	< <insert registered<="" th=""><th>Business Name>></th></insert>	Business Name>>	
Is the Offeror registered for GST?	Yes	No 🗌	
State or Territory in which Business / Corporation / Individual is registered:	n < <insert or="" state="" territory="">></insert>		
Name of Holding Company / Corporate Group (if applicable):	f << insert name of Holding Company or Corporate Group>>		
Business Profile			
As part of the Offer process, each Offeror must include a copy of their Business Profile.			
• Does your Offer include your Business Profile?	Yes 🗌	No	

Offeror's Name:	< <insert name="" offeror's="">></insert>
Date:	< <insert date="">></insert>

RESPONSE FORM 6.1 – OFFEROR AUTHORISATION AND CERTIFICATION (CON'T)

Offeror's Postal Address:	< <insert address="" offeror's="" postal="">></insert>	
Offeror's Street Address (registered office address of the Offeror):	< <insert address="">></insert>	
Contact Name:	< <insert contact="" name="" of="" person="">></insert>	
Contact Phone:	< <insert number="" offeror's="" phone="">></insert>	
Contact E-mail:	< <insert address="" email="" offeror's="">></insert>	
Contact Facsimile:	< <insert facsimile="" number="" offeror's="">></insert>	
Is it proposed to sub-contract any part of the Goods and/or Services?	Yes 🗌 No 🗌	
If "YES", please specify full name and address of each sub-contractor and their relevant experience and expertise in relation to the offered Goods and/or Services:	< <if "yes",="" address="" and="" each="" full="" name="" of="" please="" specify="" sub-contractor<br="">and their relevant experience and expertise in relation to the offered Goods and/or Services>></if>	
Are Notices relating to a potential Contract to be directed to the above Contact Name and details?	Yes 🗌 No 🗌	
If 'NO", please insert alternative details:	< <if "no",="" alternative="" details="" insert="" please="">></if>	
Is there any part of the Offer of concern to the Offeror, if released under the Right to Information Act 2009 (Qld)?	Yes 🗌 No 🗌	
If "YES", please specify the component of your Offer	< <if "yes",="" component="" of="" offer="" please="" specify="" the="" your="">></if>	
and which of the following categories it relates to:	Please specify which of the following categories is applicable to the above component:	
Note: This information is being sought for the	Trade Secret	
purposes of applying any relevant exemptions that might be available under the Right to Information Act	Commercial value	
2009 (Qld). However, the Principal can give no guarantee to the Offeror that the information will be	Results of research	
protected from disclosure under the Right to Information Act 2009 (Qld).	Confidential nature	

Offeror's Name:	< <insert name="" offeror's="">></insert>
Date:	< <insert date="">></insert>

RESPONSE FORM 6.1 – OFFEROR AUTHORISATION AND CERTIFICATION (CON'T)

Authorisation, Certification and Execution by an Offeror (compar	וע)
The Director and Director/Secretary named below certify that in submit(a)they have read, understood and complied with the requirem(b)the enclosed Response Forms are a true and accurate accord(c)they have provided details of any proposed Additional Provision	ents of the Invitation; ount of their Offer; and
Signed for and on behalf of:	
< <insert name="" offeror's="">></insert>	
< <insert abn="" offeror's="">></insert>	
< <insert acn="" offeror's="">></insert>	
in accordance with s.127 of the Corporations Act 2001 (Cth)	l ý l
this < <insert date="">> day of <<insert month="">>, <<insert year="">></insert></insert></insert>	
by	ý
< <insert directors="" full="" name="" of="">></insert>) Signature of Director
< <insert director="" full="" name="" of="" secretary="">></insert>) Signature of Director/Secretary

Where an attorney executes the Offer on behalf of an Offeror, the form of execution must indicate the source of this authority and a certified copy provided to the Principal.

Authorisation, Certification and Execution by an Offeror (individu	ual or partnership <mark>(*)</mark> (+))
 I, the Offeror/authorised signatory named below, certify that in submitt (a) I have read, understood and complied with the requirements (b) the enclosed Response Forms are a true and accurate accord (c) I have provided details of any proposed Additional Provision (d) I am duly authorised to execute this Offer on behalf of the O 	s of the Invitation; ount of my Offer; is in Response Form 6.3; and
Signed for and on behalf of: < <insert name="" offeror's="">> <<insert abn="" offeror's="">> this <<insert date="">> day of <<insert month="">>, <<insert year="">> by</insert></insert></insert></insert></insert>)))))
> in the presence of < <insert full="" name="" of="" witness="">></insert>) Signature of Offeror/authorised signatory

Where an attorney executes the Offer on behalf of an Offeror, the form of execution must indicate the source of this authority and a certified copy provided to the Principal.

Privacy Statement - The Principal is collecting Personal Information from the Offeror for the purpose of administering the Invitation Process, Arrangement and any Contract. This Personal Information may be shared with Queensland Government departments or agencies, Queensland Government Bodies, Non-Government Organisations and/or Commonwealth, States or Territories for the purpose of administering the Invitation Process, Arrangement and any Contract or made publicly available in accordance with the requirements of the State Procurement Policy. Personal Information will not be otherwise disclosed to any other third party without consent of the Offeror, except where authorised or required by law.

NOTE TO OFFEROR

OR

- (*) If an Offeror is an individual or partnership, then the above execution clause will be applicable.
- (+) If the Offeror is a partnership, then all partners associated with the partnership must execute the above clause, unless authorisation has been given to an attorney.

Offeror's Name:	< <insert name="" offeror's="">></insert>
Date:	< <insert date="">></insert>

RESPONSE FORM 6.2 – PROPOSED GOODS AND/OR SERVICES AND PRICING

The Goods and/or Services and Pricing offered by the Offeror are as follows:

Description	Unit Offer Price (Excl. GST)	Offer Price (GST component only)	Total Offer Price (Incl. GST)
< <insert and="" description="" goods="" item="" or="" services="">></insert>	\$	\$	\$
< <insert and="" description="" goods="" item="" or="" services="">></insert>	\$	\$	\$
< <insert and="" description="" goods="" item="" or="" services="">></insert>	\$	\$	\$
< <insert and="" description="" goods="" item="" or="" services="">></insert>	\$	\$	\$
< <insert and="" description="" goods="" item="" or="" services="">></insert>	\$	\$	\$
< <insert and="" description="" goods="" item="" or="" services="">></insert>	\$	\$	\$
< <insert and="" description="" goods="" item="" or="" services="">></insert>	\$	\$	\$
< <insert and="" description="" goods="" item="" or="" services="">></insert>	\$	\$	\$
< <insert and="" description="" goods="" item="" or="" services="">></insert>	\$	\$	\$
< <insert and="" description="" goods="" item="" or="" services="">></insert>	\$	\$	\$
< <insert and="" description="" goods="" item="" or="" services="">></insert>	\$	\$	\$
<>List any delivery and installation details applicable to the Offer?	»>	\$	\$
< <list and="" any="" applicable="" associated="" charges="" details="" duties="" each="" goods="" offer="" or="" other="" service="" taxes,="" the="" their="" to="" with="">></list>		\$	\$
TOTAL OFFER PRICE			\$

Privacy Statement - The Principal is collecting Personal Information from the Offeror for the purpose of administering the Invitation Process, Arrangement and any Contract. This Personal Information may be shared with Queensland Government departments or agencies, Queensland Government Bodies, Non-Government Organisations and/or Commonwealth, States or Territories for the purpose of administering the Invitation Process, Arrangement and any Contract or made publicly available in accordance with the requirements of the State Procurement Policy. Personal Information will not be otherwise disclosed to any other third party without consent of the Offeror, except where authorised or required by law.

Offeror's Name:	< <insert name="" offeror's="">></insert>
Date:	< <insert date="">></insert>

RESPONSE FORM 6.2 - PROPOSED GOODS AND/OR SERVICES AND PRICING (CON'T)

Other Pricing Issues (clauses 1.1, 9 and 11 of the Standing Offer Arrangement Conditions)

Description	Response
Offerors must specify any conditions that may affect the Pricing offered in their Offer.	< <insert affect="" conditions="" in="" may="" offered="" pricing="" that="" the="" their<br="">Offer>></insert>
Offers must specify any Approved Expenses (including details) that are associated with their Offer.	< <insert any="" approved="" are="" associated="" expenses="" that="" the<br="" with="">Offer>></insert>
Please specify any other Price or cost that may be charged to the Eligible Customer for the supply of the Goods and/or Services under the Invitation.	< <insert and="" any="" be="" charged="" cost="" customer="" details="" eligible="" for="" goods="" may="" of="" or="" other="" price="" services="" supply="" that="" the="" to="">></insert>
For each Price, specify:	
• the nature of the Pricing;	
 the circumstances under which it will be incurred; and 	
• total Price (including GST).	
Specify if the Prices offered are either:	
"Firm" - that is the Price does not change for the duration of the Arrangement Term;	Yes 🗌 No 🗌
OR	OR
"Fixed" - that is the Price is firm in time and is subject to fluctuations only in changed economic circumstances [such as movement in exchange rate or an Australian Bureau of Statistics (ABS) index e.g. Consumer Price Index Brisbane (All Groups)] and must be specified in this	Yes No
Response Form.	Period: < <specify period="">> OR Date: <<insert date="">></insert></specify>
If "Fixed ", please specify the period from the Arrangement Commencement Date within which, or the date to which, the proposed Pricing will remain firm prior to the application of the variables.	
Please specify whether the Pricing at the conclusion of the 'Fixed' period is subject to:	
Exchange Rate fluctuations;	Yes 🗌 No 🗌
	If " Yes ", please specify full details in Response Form 6.4 – Schedule 4 - Conditions Relating to Price Variations (Exchange Rate Movements) and also in Response Form - 6.4 – Schedule 5 - Cost Breakdown of Price (if applicable).
Australian Bureau of Statistics (ABS) Index	Yes 🗌 No 🗌
variations; or	If " Yes ", please specify full details in Response Form 6.4 – Schedule 6 - Conditions Relating to Price Variations (ABS Index).
Other factors.	Yes 🗌 No 🗌
	If " Yes ", please specify full details in Response Form 6.4 – Schedule 7 - Conditions Relating to Price Variations (Other factors).
Please note any 'Fixed' Pricing movements will be in accordance with clause 9 of the Standing Offer Arrangement Conditions.	

Offeror's Name:	< <insert name="" offeror's="">></insert>
Date:	< <insert date="">></insert>

RESPONSE FORM 6.2 - PROPOSED GOODS AND/OR SERVICES AND PRICING (CON'T)

Discount and Rebate (clause 11 of the Standing Offer Arrangement Conditions)

Offerors are required to provide details of any proposed discount or rebate arrangements. Please complete the following table with sufficient detail, including situations where the discount/rebate offered will **not** apply.

Description	Response			
Discounts				
Trade discount offered:	TRADE: < <insert %="">></insert>			
Early payment and settlement discount offered:	SETTLEMENT: < <insert %="">></insert>			
	DAYS: < <insert days="" number="" of="">></insert>			
Quantity break discounts offered:	< <insert any="" break="" details="" discounts="" of="" offered="" quantity="">></insert>			
Circumstances under which a discount becomes applicable:	< <insert a="" applicable="" becomes="" circumstances="" details="" discount="" of="" under="" which="">></insert>			
How the discount arrangement will operate:	< <insert arrangement="" details="" discount="" how="" of="" operate="" the="" will="">></insert>			
Rebates				
Rebate offered:	< <insert any="" details="" of="" offered="" rebate="">></insert>			
Circumstances under which a rebate becomes available:	< <insert a="" available="" becomes="" circumstances="" details="" of="" rebate="" the="" under="" which="">></insert>			
How the rebate arrangement will operate:	< <insert arrangement="" details="" how="" of="" operate="" rebate="" the="" will="">></insert>			

Payment Method (clause 11 of the Standing Offer Arrangement Conditions)

Description	Response			
Can payment by corporate credit card be accepted by the Contractor?	Yes 🗌 No 🗌			
[Note: Government departments and agencies primarily use Mastercard as their corporate card/purchasing card but Offerors may need to consider other types of credit cards]				
Other payment methods acceptable to the Contractor (e.g. cheque, electronic funds transfer, etc).	< <insert methods="" other="" payment="">></insert>			
Restrictions to apply on the above methods of payment.	< <insert above="" any="" apply="" details="" methods="" of="" on="" payment="" restrictions="" that="" the="">></insert>			

Offeror's Name:	< <insert name="" offeror's="">></insert>
Date:	< <insert date="">></insert>

RESPONSE FORM 6.3 – PROPOSED ADDITIONAL PROVISIONS

NOTE TO OFFEROR

The Offeror is required to identify and describe in detail in this Response Form any proposed Additional Provisions to the Invitation or Standing Offer Arrangement Conditions Version 004 – dated 1 July 2012. If no proposed Additional Provisions are specified, and if the Offer is accepted, the terms of the Arrangement will include those specified in the Standing Offer Arrangement Conditions Version 004 – dated 1 July 2012, which is located via: www.hpw.qld.gov.au under 'Supply and disposal/Government procurement' and the Specifications in their entirety.

All proposed Additional Provisions **must** be listed in the same sequence as they appear in the Invitation.

Sections	Clause Number	Proposed Departures/Variations/Additions
Section 3 – Specifications	< <insert clause<br="">number>></insert>	< <insert additions="" departures,="" details="" of="" proposed="" variations,="">></insert>
Section 5 – Standing Offer Arrangement Conditions:		
Division A – Arrangement	< <insert clause<br="">number>></insert>	< <insert additions="" departures,="" details="" of="" proposed="" variations,="">></insert>
Division B – Conditions of Contract	< <insert clause<br="">number>></insert>	< <insert additions="" departures,="" details="" of="" proposed="" variations,="">></insert>
Section 6 – Response Form 6.4 Schedules of Arrangement	< <insert clause<="" td=""><td><<insert additions="" departures,="" details="" of="" proposed="" variations,="">></insert></td></insert>	< <insert additions="" departures,="" details="" of="" proposed="" variations,="">></insert>
Schedule 1 – Arrangement Details	number>>	
Schedule 2 – Goods and/or Services and Pricing	< <insert clause<br="">number>></insert>	< <insert additions="" departures,="" details="" of="" proposed="" variations,="">></insert>
Schedule A – Order	< <insert clause<br="">number>></insert>	< <insert additions="" departures,="" details="" of="" proposed="" variations,="">></insert>

Offeror's Name:	< <insert name="" offeror's="">></insert>
Date:	< <insert date="">></insert>

NOTE TO PRINCIPAL

The Principal should complete those items which the Principal is able to specify and shade these items in <u>grey</u>. This will highlight the items which the Offeror will be required to complete as part of their Offer.

NOTE TO OFFEROR

If an Arrangement is awarded to the Offeror as a result of the Invitation Process, Schedules 1, 2 and 3 which are completed and acceptable to the Principal will form part of the Arrangement in accordance with clause 5.2 of the Standing Offer Arrangement Conditions Version 004 – dated 1 July 2012, which is located via: <u>www.hpw.qld.gov.au</u> – under 'Supply and disposal/Government procurement'.

In the Invitation, the Principal has completed and/or identified those items which it requires for the purposes of an Arrangement. These items are easily identified as they are **shaded in grey**. The Offeror must therefore complete all other items which are **NOT** shaded below to assist in the evaluation process.

If the Offeror wishes to amend any items (shaded in grey) as completed by the Principal, these will constitute departures from the Invitation and the Offeror must identify those amendments in Response Form 6.3 – *Proposed Additional Provisions*.

SCHEDULE 1 - ARRANGEMENT DETAILS

The below Schedules 1, 2 and 3 must be read in conjunction with the Queensland Government's Standing Offer Arrangement Conditions Version 004 – dated 1 July 2012 located via <u>www.hpw.qld.gov.au</u> and any additional standing offer arrangement conditions as detailed in Schedule 3.

No.	Reference Clause No.	Arrangement – Reference Clause Title	Arrangement Details		
1.		Arrangement Number	No.	< <insert arrangement="" number="" the="">></insert>	
2.	1.1	Principal	Name:	State of Queensland (acting through < <insert government<br="" name="" of="" queensland="">department or agency>>)</insert>	
				OR	
				< <insert entity,="" if="" name="" not="" of="" queensland="" state="" the="">></insert>	
			ABN/ACN:	< <insert abn="" acn="" principal's="">></insert>	
			Address:	< <insert address="" principal's="">></insert>	
3.	1.1	Contractor	Name:	< <insert contractor="" full="" name="" of="">></insert>	
			ABN/ACN:	< <insert abn="" acn<="" contractor's="" td=""></insert>	
			Address:	< <insert address="" contractor's="">></insert>	
			Telephone	: < <insert contractor's="" telephone="">></insert>	
			Facsimile:	< <insert contractor's="" facsimile="">></insert>	
			Email:	< <insert contractor's="" email="">></insert>	
			Contact Pe	rson: < <insert name="" of="" person<br="" the="">representing the Contractor for the Arrangement>></insert>	
4.	1.1 & 16.1	Customer The State of Queensland and all of the entities referred to in clause 16.1 are Customers.	Excluded E	Intities: < <if applicable,="" insert="" name(s)="" of<br="">any entities that are excluded from being Customers, otherwise insert 'Not Applicable'>></if>	

Offeror's Name:	< <insert name="" offeror's="">></insert>
Date:	< <insert date="">></insert>

5.	1.1 & 6	Arrangement Commencement Date	< <insert date="" offer<br="" on="" standing="" the="" which="">Arrangement is to commence>></insert>
6.	1.1 & 6	Arrangement Completion Date	< <insert date="" offer<br="" on="" standing="" the="" which="">Arrangement is to conclude>></insert>
7.	1.1 & 6	Arrangement Term	Term: < <insert of="" offer<br="" standing="" term="" the="">Arrangement>></insert>
			Extension Period: < <insert details,="" has<br="" if="" principal="" the="">the option to extend the Arrangement>></insert>
8.	1.1 & 8	Principal's Authorised Officer	Name: < <insert authorised="" name="" officer's="" principal's="">></insert>
			Position: < <insert authorised="" officer's<br="" principal's="">position title>></insert>
			Telephone: < <insert authorised="" officer's<br="" principal's="">phone no.>></insert>
			Facsimile: < <insert authorised="" officer's<br="" principal's="">facsimile no.>></insert>
			Email: < <insert address="" authorised="" email="" officer's="" principal's="">></insert>
9.	1.1 & 8	Project Manager	Name:< <insert manager's="" name="" project="">>Position:<<insert manager's="" position="" project="" title="">>Telephone:<<insert manager's="" no.="" phone="" project="">>Facsimile:<<insert facsimile="" manager's="" no.="" project="">>Email:<<insert email<br="" manager's="" project=""></insert>address>></insert></insert></insert></insert>
10.	13.2	Requirements for Goods	< <specify and="" are="" be="" condition="" goods="" if="" new="" of="" origin="" other="" recent="" than="" the="" to="" unused="">></specify>
11.	1.1 & 17	Delivery Period	< <insert and="" are="" be="" delivery="" goods="" or="" performed="" period="" services="" supplied="" the="" to="" which="">></insert>
12.	18	Performance Review	< <insert (e.g.="" criteria="" key<br="" performance="" review="" the="">performance indicators [KPI]) for the Arrangement>> <<insert frequency="" of="" performance="" review<br="" the="">meetings for the Arrangement>> <<insert and="" data<br="" details="" documentation,="" of="" reports="" the="">required for the Arrangement>> <<insert above<br="" details="" for="" format="" of="" the="">documentation, reports (including KPI's) and data>></insert></insert></insert></insert>
13.	1.1, 19 & 51	 Performance Guarantee Is a Performance Guarantee required under the Arrangement? If "YES" then the Contractor must complete and attach a Performance Guarantee in a form acceptable to the Principal, which will be relied upon under the Arrangement for all Contracts. If "NO", then state "Not Required". 	Yes No Date: < <insert by="" date="" guarantee="" is="" performance="" required="" the="" which="">> Name of Guarantor: <<insert guarantor="" name="" of="" the="">></insert></insert>

Offeror's Name:	< <insert name="" offeror's="">></insert>
Date:	< <insert date="">></insert>

14.	1.1, 20 &	Financial Security				
	52	Is a Financial Security required under the Arrangement?	Yes		No	
		 If "YES" then the Contractor must complete and attach a Financial Security in a form acceptable to the Principal, which will be relied upon under the Arrangement for all Contracts. 	Amoui Name		required	t maximum aggregate sum d>> t name of the Guarantor>>
		• If "NO", then state "Not Required".				
15.	1.1 & 22	Intellectual Property Rights in New Contract Material				
		Clause 22.3 applies: [Intellectual Property Rights in New Contract Material vest in the Customer]	Yes		No	
		OR	OR			
		Clause 22.4 applies: [Intellectual Property Rights in New Contract Material vest in the Contractor with licence rights to the Customer for Customer use]	Yes		No	
		If " YES " to clause 22.4, clause 22.4(b) applies. [Customer can use or exploit (whether commercially or otherwise) Intellectual Property Rights of New Contract Material]				
	1.1, 22.7	Moral Rights				
	& 22.8	List any specific acts or omissions in relation to Moral Rights, in addition to those specified in clause 22.7 (a) $-$ (c) that are being consented to.	< <insert acts="" any="" in="" moral<br="" omissions="" or="" relation="" to="">Rights under 22.7 (d) or insert "Not Applicable">></insert>			
		If no additional acts or omissions are to be specified insert 'NIL' or "Not Applicable".				
16.	23	Confidentiality				
		Is the Contractor required to obtain from its officers, employees, agents and sub- contractors an executed deed of confidentiality?	Yes		No	
		• If " YES " then the Contractor must complete and attach a deed of confidentiality in a form acceptable to, or provided by, the Principal, which will be relied upon under the Arrangement for all Contracts.				
17.	1.1 & 24.2	Privacy & Personal Information				
		Is the Contractor required to obtain from its officers, employees and sub-contractors an executed deed of privacy? If "YES" then the Contractor must	Yes		No	
		complete and attach a deed of privacy in a form acceptable to, or provided by, the Principal, which will be relied upon under the Arrangement for all Contracts.				

Offeror's Name:	< <insert name="" offeror's="">></insert>
Date:	< <insert date="">></insert>

18.	25	Liability	
		Specify the amount of the liability cap (e.g. an amount of x) million or (y) times the value of any Contracts established as a result of the Arrangement.	< <insert amount="" cap="" liability="" of="" the="">></insert>
		If no amount, "nil" or an indication of \$0 is specified, then the liability of the Party will be unlimited.	
19.	27.1(b)	Insurance – Public Liability	
		Is Public Liability insurance required?	Yes 🗌 No 🗌
			If " YES " then specify the following:
		Public liability insurance covers liability for personal injury and property damage. Typically the amount is at least \$10 million per claim depending upon the Risk Assessment.	Sum Insured:< <insert amount="" be="" insured="" to="">>Policy No.:<<insert number="" policy="">>Insurance Provider:<<insert insurance="" provider="">>Named Insured:<<insert name="" on="" policy="" the="">>Expiry Date of Policy:<insert date="" expiry="" of="" policy="">></insert></insert></insert></insert></insert>
20.	27.1(c) &	Insurance - Professional indemnity	
	27.3	Is Professional Indemnity Insurance required?	Yes 🗌 No 🗌
		Professional indemnity insurance covers the consequences of a breach of professional duty and professional negligence. It is only required where relevant, (e.g. if you engage an accountant to provide professional accounting services).	If "YES" then specify the following: Sum Insured: < <insert amount="" be="" insured="" to="">> Policy No.: <<insert number="" policy="">> Insurance Provider: <<insert insurance="" provider="">> Named Insured: <<insert name="" on="" policy="" the="">> Expiry Date of Policy: <insert date="" expiry="" of="" policy="">></insert></insert></insert></insert></insert>
		Is the Professional Indemnity insurance to be maintained for an alternative period? (i.e. other than four years after the latter of the last Contract Completion Date or termination of the last Contract)	Yes 🗌 No 🗌
		If "YES " then specify the alternative period.	Alternative Period: < <insert alternative="" period="" the="">></insert>
		Is the Contractor a member of a scheme approved under the Professional Standards Act 2004 (Qld)?	Yes 🗌 No 🗌
		• If " YES " please specify and attach a copy of the applicable scheme.	
21	27.1(d)	Insurance - Other insurances	
		Is other insurance required?	Yes 🗌 No 🗌
			If "YES" then specify the following:
			Type of insurance:< <insert insurance="" of="" the="" type="">>Sum Insured:<<insert amount="" be="" insured="" to="">>Policy No:<<insert number="" policy="">>Insurance Provider:<<insert insurance="" provider="">>Named Insured:<insert name="" on="" policy="" the="">>Expiry Date of Policy:<<insert date="" expiry="" the="">></insert></insert></insert></insert></insert></insert>

Offeror's Name:	< <insert name="" offeror's="">></insert>
Date:	< <insert date="">></insert>

22.	1.1 & 36.1(a)	Notices relating to the Arrangement - Principal's address for notices	Address: < <insert address="" for<br="" principal's="">Notices>></insert>
			Facsimile No: < <insert facsimile="" for<br="" no.="" principal's="">Notices>></insert>
			Email Address: < <insert address="" email="" for="" notices="" principal's="">></insert>
23.	1.1 & 36.1(b)	Notices relating to the Arrangement - Contractor's address for notices	Address: < <insert address="" contractor's="" for<br="">Notices>></insert>
			Facsimile No: < <insert contractor's="" facsimile="" for<br="" no.="">Notices>></insert>
			Email Address: < <insert address="" contractor's="" email="" for<br="">Notices>></insert>
24.	37.12	Complaint Management	Name: < <insert complaint="" manager's="" name="" principal's="">></insert>
			Position: < <specify complaint="" manager's="" position="" principal's="" title="">></specify>
			Telephone: < <specify complaint="" manager's="" no.="" phone="" principal's="">></specify>
			Email: < <specify address="" complaint="" email="" manager's="" principal's="">></specify>

Privacy Statement - The Principal is collecting Personal Information from the Offeror for the purpose of administering the Invitation Process, Arrangement and any Contract. This Personal Information may be shared with Queensland Government departments or agencies, Queensland Government Bodies, Non-Government Organisations and/or Commonwealth, States or Territories for the purpose of administering the Invitation Process, Arrangement and any Contract or made publicly available in accordance with the requirements of the State Procurement Policy. Personal Information will not be otherwise disclosed to any other third party without consent of the Contractor, except where authorised or required by law

Offeror's Name:	< <insert name="" offeror's="">></insert>
Date:	< <insert date="">></insert>

NOTE TO OFFEROR

If an Arrangement is awarded to the Offeror as a result of the Invitation Process, this Schedule 2 will be completed by the Principal in accordance with the Offeror's Offer or as otherwise negotiated between the Parties and accepted by the Principal, and will form part of the Arrangement in accordance with clause 5.2 of the Standing Offer Arrangement Conditions Version 004 – dated 1 July 2012, which is located via: <u>www.hpw.qld.gov.au</u> under 'Supply and disposal/Government procurement'

SCHEDULE 2 - GOODS AND/OR SERVICES AND PRICING

The following Goods and/or Services and Pricing form part of the Arrangement.

Description	Unit Price (Excl. GST)	Price (GST component only)	Total Price (Incl. GST)
< <insert and="" description="" goods="" item="" or="" services="">></insert>	\$	\$	\$
< <insert and="" description="" goods="" item="" or="" services="">></insert>	\$	\$	\$
< <insert and="" description="" goods="" item="" or="" services="">></insert>	\$	\$	\$
< <insert and="" description="" goods="" item="" or="" services="">></insert>	\$	\$	\$
< <insert and="" description="" goods="" item="" or="" services="">></insert>	\$	\$	\$
< <insert and="" description="" goods="" item="" or="" services="">></insert>		\$	\$
< <insert and="" description="" goods="" item="" or="" services="">></insert>	\$	\$	\$
< <insert and="" description="" goods="" item="" or="" services="">></insert>	\$	\$	\$
< <insert and="" description="" goods="" item="" or="" services="">></insert>	\$	\$	\$
< <insert and="" description="" goods="" item="" or="" services="">></insert>	\$	\$	\$
< <insert and="" description="" goods="" item="" or="" services="">></insert>	\$	\$	\$
Delivery and installation details and charges applicable to the Ar	rangement	\$	\$
Taxes, duties or other charges and their details associated with Services applicable to the Arrangement	the Goods and/or	\$	\$
TOTAL ARRANGEMENT PRICE			\$

<<specify when and manner in which the Rrice is payable>>

<<specify time and manner in which the Contractor must submit invoices>>

Offeror's Name:	< <insert name="" offeror's="">></insert>
Date:	< <insert date="">></insert>

NOTE TO OFFEROR

If an Arrangement is awarded to the Offeror as a result of the Invitation Process, this Schedule 3 will be completed by the Principal in accordance with the Offeror's Offer or as otherwise negotiated between the Parties and accepted by the Principal and will form part of the Arrangement in accordance with clause 5.2 of the Standing Offer Arrangement Conditions Version 004 – dated 1 July 2012, which is located via: <u>www.hpw.qld.gov.au</u> under 'Supply and disposal/Government procurement'

SCHEDULE 3 – ADDITIONAL PROVISIONS

These terms and conditions reflect departures, variations and/or additions to the Specifications and/or Standing Offer Arrangement Conditions Version 004 – dated 1 July 2012 and are deemed to be incorporated into each Contract. These terms and conditions must not be further amended by the Customer and/or Contractor.

Sections	Clause Number	Departures/Variations/Additions
Specifications	< <insert clause<br="">number>></insert>	< <insert additions="" departures,="" details="" of="" variations,="">></insert>
Standing Offer Arrangement Conditions:		4.0
Division A – Arrangement	< <insert clause<br="">number>></insert>	< <insect additions="" departures,="" details="" of="" variations,="">></insect>
Division B – Conditions of Contract	< <insert clause<br="">number>></insert>	< <insert additions="" departures,="" details="" of="" variations,="">></insert>
Schedules of Arrangement		
Schedule 1 – Arrangement Details	< <insert clause<br="">number>></insert>	< <insert additions="" departures,="" details="" of="" variations,="">></insert>
Schedule 2 – Goods and/or Services and pricing	< <insert clause<br="">number>></insert>	inserf details of departures, variations, additions>>
Schedule A - Order	< <insert clause<br="">number>></insert>	>
	5	

 Offeror's Name:
 <<insert Offeror's name>>

 Date:
 <<insert date>>

NOTE TO OFFEROR

Please provide comprehensive details of proposed Price Variations (if applicable) and how this will impact Pricing specified in Schedule 2.

If an Arrangement is awarded to the Offeror as a result of the Invitation Process, Schedules 4, 5, 6 and/or 7, in relation to price variations (where applicable), will be completed by the Principal in accordance with the Offeror's Offer or as otherwise negotiated between the Parties and accepted by the Principal, and will form part of the Arrangement in accordance with clause 5.2 of the Standing Offer Arrangement Conditions Version 004 – dated 1 July 2012.

The below Schedules must be read in conjunction with the Queensland Government's Standing Offer Arrangement Conditions Version 004 – dated 1 July 2012 located via <u>www.hpw.qld.gov.au</u> – under 'Supply and disposal/Government procurement'.

NOTE TO PRINCIPAL: delete this Schedule if not applicable.

SCHEDULE 4 - CONDITIONS RELATING TO PRICE VARIATIONS (EXCHANGE RATE VARIATIONS)

Exchange Rate Movements	(clause 9.3 and 31 of the	e Standing Offer Arrangement	t Conditions)
-------------------------	---------------------------	------------------------------	---------------

Where the Goods being offered are wholly or partially manufactured overseas any increase or decrease to the Price, to take into consideration movements in the relevant exchange rate or duty will be to the Offeror's account. The Offeror must provide details of the conditions relating to any proposed Price variation in this response form. The Principal may require documentary evidence to support amounts stated in (h) and (i) below:

(1) Brief description of item.

<<insert brief description of item>>

(2) Customs tariff item number.

<<insert tariff item number>>

(3) Rate of duty.

<<insert rate of duty>>

(4)	Amount of dut	y payable.
-----	---------------	------------

<<insert amount of duty payable>>

(5)	Does the Price offered include this duty?
-----	---

Yes 🗌 No 🗌

(6) Rate of exchange on which Price offered is based.

(7) Date at whicl	h this rate of	fexchange	applied
----	-----------------	----------------	-----------	---------

<<insert date>>

(8) The Free on Board (FOB) Price subject to duty, in the applicable foreign currency.

<<insert the Price subject to duty in the applicable foreign currency>>

Offeror's Name:	< <insert name="" offeror's="">></insert>
Date:	< <insert date="">></insert>

RESPONSE FORM 6.4 – SCHEDULES OF STANDING OFFER ARRANGEMENT (CON'T) SCHEDULE 4 – CONDITIONS RELATING TO PRICE VARIATIONS (EXCHANGE RATE VARIATIONS) (CON'T)

(9)			oreign currency upon which Price offered is based, i.e., the Cost Insurance and Freight (CIF) or Cost F) Price to Australian port.
< <inser< td=""><td>t details u</td><td>pon whicł</td><td>the offered Price is based>></td></inser<>	t details u	pon whicł	the offered Price is based>>
(10)			er Goods of Australian and/or New Zealand production? (If you can, submit alternative offer for the actured Goods).
Yes		No	

Offeror's Name: <<	<insert name="" offeror's="">></insert>
Date: <<	< <insert date="">></insert>

NOTE TO PRINCIPAL: delete this Schedule if not applicable.

SCHEDULE 5 - COST BREAKDOWN OF PRICE

Where the Offeror seeks a variation in the Price, to take in consideration movements in the relevant exchange rate or duty, the following cost breakdown details must be completed:

ltem No.	Overseas Component Costs (including Duty and Customs Clearance Charges) (include other Overseas Charges)	Australian Component Costs \$ c	Total Offer Price \$ c
< <insert item<br="">number>></insert>	< <insert component="" costs="" overseas="">></insert>	\$	\$
< <insert item<br="">number>></insert>	< <insert component="" costs="" overseas="">></insert>	\$	\$
< <insert item<br="">number>></insert>	< <insert component="" costs="" overseas="">></insert>	\$	\$
< <insert item<br="">number>></insert>	< <insert component="" costs="" overseas="">></insert>	\$	\$
< <insert item<br="">number>></insert>	< <insert component="" costs="" overseas="">></insert>	\$	\$
< <insert item<br="">number>></insert>	< <insert component="" costs="" overseas="">></insert>	\$	\$
< <insert item<br="">number>></insert>	< <insert component="" costs="" overseas="">></insert>	\$	\$
< <insert item<br="">number>></insert>	< <insert component="" costs="" overseas="">></insert>	\$	\$

N.B. Total of overseas and Australian costs should equal Price offered.

The Principal may seek further information, including verification of amounts from an Offeror.

Offeror's Name:	< <insert name="" offeror's="">></insert>
Date:	< <insert date="">></insert>

NOTE TO PRINCIPAL: delete this Schedule if not applicable.

SCHEDULE 6 - CONDITIONS RELATING TO PRICE VARIATIONS (ABS INDEX)

Australia Bureau of Statistics (ABS) Index Variations (clause 9.3 and 31 of the Standing Offer Arrangement Conditions)

Where the Goods and/or Services being offered may increase or decrease in Price, to take into consideration movements in a relevant Index as published by the Australian Bureau of Statistics, the Offeror must provide details of the conditions relating to any proposed Price variation in this response form.

(a) Name of the ABS Index (e.g. Consumer Price Index Brisbane (All Groups)).

<<insert details>>

(b) ABS Index Table Number.

<<insert details>>

(c) Name of Index Group, Column Number, etc within the Table.

<<insert details>>

(d) Quarter and Year on which Price offered is based.

<<insert details>>

ATTACH ADDITIONAL INFORMATION IF NECESSARY

Offeror's Name:	< <insert name="" offeror's="">></insert>
Date:	< <insert date="">></insert>

NOTE TO PRINCIPAL:	delete	this Schedule	e if not applicable.
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SCHEDULE 7 – CONDITIONS RELATING TO PRICE VARIATIONS (OTHER FACTORS)

Other factors (clause 9 and 31 of the Standing Offer Arrangement Conditions)

Where the Goods and/or Services being offered may increase or decrease in Price, to take into consideration other factors (other than movements in exchange rate and duty or an ABS Index), the Offeror must provide details of the conditions relating to any proposed price variation in this response form.

(a) The factors where a variation in the costs to the Offeror will cause a variation in the Price offered (no Price increase under the Arrangement will be accepted by the Principal for any factor not declared in this response form).

<<insert details>>

(b)	The methodology to be used to determine the amount of variation in the Price offered as a result of a variation in the
	costs as specified in (a) above.

<<insert details>>

(c)	Are Prices based solely on a published price list?	
Yes	□ No □	
(d)	If 'Yes' to (c) above, please state percentage discount offered off that price list and attach copy of that price list. Percentage discount offered must remain the minimum in any variation.	
< <insert discount="" offered="" percentage="">></insert>		

ATTACH ADDITIONAL INFORMATION IF NECESSARY

Offeror's Name:	< <insert name="" offeror's="">></insert>
Date:	< <insert date="">></insert>

NOTE TO PRINCIPAL

The Principal must complete those items which the Principal is able to specify and shade these items in **grey**. This will highlight the items which the Offeror will be required to complete as part of their Offer. This is the template order so details about specific orders will not be known at this stage of the Invitation Process.

NOTE TO OFFEROR

If an Arrangement is established as a result of the Invitation Process and a Contract is created, Schedule A - Order, completed and acceptable to the Customer, will form part of the Contract in accordance with clause 41 of the Standing Offer Arrangement Conditions Version 004 - dated 1 July 2012, which is located via: <u>www.hpw.qld.gov.au</u> – under 'Supply and disposal/Government procurement'.

In the Invitation, the Principal has completed and/or identified those items which it requires for the purposes of an Arrangement and any Contract. These items are easily identified as they are **shaded in grey**. The Offeror must therefore complete all other items which are **NOT** shaded below, other than those items that will relate to specific orders which will be lodged in the future, to assist in the evaluation process.

If the Offeror wishes to amend any items (**shaded in grey**) as completed by the Principal, these will constitute departures from the Invitation and the Offeror **must** identify those amendments in Response Form 6.3 – *Proposed Additional Provisions*.

SCHEDULE A – ORDER

The below Schedule A must be read in conjunction with the Queensland Government's Standing Offer Arrangement Conditions Version 004 – dated 1 July 2012 located via <u>www.hpw.qld.gov.au</u> and any additional standing offer arrangement conditions as detailed in Schedule 3.

No.	Reference Clause No.	Contract – Reference Clause Title	Contract Details
1.		Arrangement Number	No. < <insert arrangement="" number="" the="">></insert>
2.	1.1	Customer	Name: State of Queensland (acting through < <insert agency="" department="" government="" name="" of="" or="" queensland="">>) OR <<insert entity,="" if="" name="" not="" of="" queensland="" state="" the="">> ADD/(ACN): <<insert (acn)="" add="" customeric="">></insert></insert></insert>
			ABN/ACN: < <insert abn="" acn="" customer's="">> Address: <<insert address="" customer's="">></insert></insert>
3.		Customer's Contact Officer	Name: < <insert contact<br="" customer's="" name="" of="">Officer>> Address: <<insert address="" contact="" officer's="">> Telephone: <<insert number="" telephone="">> Facsimile: <<insert facsimile="" number="">> Email: <<insert address="" email="">></insert></insert></insert></insert></insert>
4.	1.1	Contractor	Name: < <insert address="" entail="">> ABN/ACN: <<insert abn="" acn="" contractor's="">> Address: <<insert address="" contractor's="">> Telephone: <<insert contractor's="" no.="" telephone="">> Facsimile: <<insert contractor's="" facsimile="">> Email: <<insert address="" contractor's="" email="">> Contact Person: <<insert contact="" contactor's="" contract="" contractor's="" for="" name="" of="" person="" the="">></insert></insert></insert></insert></insert></insert></insert>
5.	1.1 & 43	Contract Commencement Date	< <insert commence="" contract="" date="" on="" the="" which="" will="">></insert>

Date: < <insert date="">></insert>	Offeror's Name:	< <insert name="" offeror's="">></insert>
	Date:	< <insert date="">></insert>

6.	1.1 & 43	Contract Completion Date	< <insert conclude="" contract="" date="" is="" on="" the="" to="" which="">></insert>
7.	1.1 & 43	Contract Term	Term: < <insert contract="" of="" term="" the="">></insert>
8.	1.1	Delivery/Site	< <insert address="" are="" be="" deliverables="" delivered="" the="" to="" where="">></insert>
9.	1.1 & 46.2(a)	Delivery Period	< <insert delivery="" during="" period="" the="" the<br="" which="">Goods are to be supplied and/or the Services are to be performed>></insert>
10.	1.1, 11, 48 & 49	Goods and/or Services and Pricing	< <insert and="" contract="" forms="" goods="" of="" or="" part="" pricing="" services="" the="" which="">></insert>
			< <insert and="" any="" delivery="" installation="" or="" price<="" th=""></insert>
			applicable to the Contract>> < <insert and<br="" any="" charges="" duties="" or="" other="" taxes,="">their details associated with the Goods and/or Services applicable to the Contract>></insert>
			< <insert any="" milestone="" payments="">></insert>
			< <insert contract="" for="" price="" the="" total="">> <<insert by="" customer<br="" of="" payments="" the="" timing="">after receipt of a Correctly Rendered Invoice if departing from clause 49.3 of the Standing Offer Arrangement Conditions>></insert></insert>
11.	1.1 & 48	Approved Expenses	< <insert amount="" any<br="" details="" full="" including="" of="" the="">Approved Expenses for which the Contractor will be entitled to be reimbursed>></insert>
			< <insert amount="" maximum="" payable="" the="" the<br="" to="">Contractor by the Customer under the Contract, if applicable>></insert>
12.	1.1 & 45	Project Manager	Name:< <insert manager="" name="" of="" project="">>Position:<<insert position="" title="">>Telephone:<<insert number="" telephone="">>Facsimile:<<insert facsimile="" number="">>Email:<<insert address="" email="">></insert></insert></insert></insert></insert>
13.	46.2(b)	Provision of the Goods and/or Services - milestones	< <insert a="" achievement="" and="" dates="" description="" milestones="" of="" proposed="" the="">></insert>
14.	46.2(d)	Provision of the Goods and/or Services - periodic or recurrent Services	< <insert for="" frequency="" intervals="" the<br="" times="">performance of periodic or recurrent Services. If Services are not periodic or recurrent, insert "Not Applicable">></insert>
15.	46.5	Provision of the Goods and/or Services - Customer assistance	
		Is any assistance to be provided by the Custo to the Contractor in relation to the Goods and Services?	
		• If " YES " please provide details.	< <insert details="">></insert>
16	1.1 & 47.1	Performance of Key Personnel	
		Are Key Personnel associated with the contra	act? Yes No
		• If " YES " the Contractor is to specify the r and qualifications of personnel who are t undertake the Services for the Contractor	to
Offeror	's Name:	<th>9>></th>	9>>
Date:		< <insert date="">></insert>	

17.	55.2(a)(ii)	Confidentiality	
		Is the Contractor required to obtain from its officers, employees, agents and sub-contractors an executed deed of confidentiality?	Yes 🗌 No 🗌
		• If "YES" the Contractor must complete and attach a deed of confidentiality in a form acceptable to, or provided by, the Customer, which will be relied upon under the Contract.	
18.	56.2	Privacy & Personal Information	
		Is the Contractor required to obtain from its officers, employees and sub-contractors an executed deed of privacy?	Yes 🗌 No 🗌
		• If "YES" then the Contractor must complete and attach a deed of privacy in a form acceptable to, or provided by, the Customer, which will be relied upon under the Contract.	
19.	62.1(a)	Notices relating to the Contract - Customer's address	Address: < <insert address="" customer's="" for<br="">Notices>></insert>
			Facsimile No: < <insert customer's="" facsimile="" no.<br="">for Notices>></insert>
			Email Address: < <insert customer's="" email<br="">address for Notices>></insert>
20.	62.1(b)	Notices relating to the Contract - Contractor's address	Address: < <insert address="" contractor's="" for="" notices="">></insert>
			Facsimile No: < <insert contractor's="" facsimile="" no.<br="">for Notices>></insert>
			Email Address: < <insert address<br="" contractor'="" email="">for Notices>></insert>
21.	63.9	Complaint Management	Name: < <insert complaint<br="" customer's="">Manager's name>></insert>
			Position: < <insert complaint<br="" customer's="">Manager's position title>></insert>
			Telephone: < <insert complaint<="" customer's="" th=""></insert>
			Manager's phone no.>> Email: < <insert complaint<="" customer's="" th=""></insert>
			Manager's email address>>

Privacy Statement - The Principal is collecting Personal Information from the Offeror for the purpose of administering the Invitation Process, Arrangement and any Contract. This Personal Information may be shared with Queensland Government departments or agencies, Queensland Government Bodies, Non-Government Organisations and/or Commonwealth, States or Territories for the purpose of administering the Invitation Process, Arrangement and any Contract or made publicly available in accordance with the requirements of the State Procurement Policy. Personal Information will not be otherwise disclosed to any other third party without consent of the Contractor, except where authorised or required by law

Offeror's Name:	< <insert name="" offeror's="">></insert>
Date:	< <insert date="">></insert>

RESPONSE FORM 6.5 – DECLARATION OF COMMISSIONS AND INCENTIVES, CONFLICT OF INTEREST AND COLLUSION

1. **Commissions and Incentives** (clause 23.1 of Standing Offer Arrangement – Conditions of Offer)

In submitting its Offer, the Offeror warrants to the Principal that to the best of its knowledge, as at the date of the Offer, that:

- (a) no family, business or pecuniary relationships exist between the Parties to the Invitation Process that would adversely impact on the Invitation or any Arrangement and/or Contract established as a result of the Invitation Process;
- (b) neither the Offeror nor its officers, employees, agents and/or sub-contractors have:
 - (i) engaged in any unethical behaviour or sought and/or obtained an unfair advantage; or
 - (ii) received or will receive any pecuniary or in-kind advantage from any other Offeror,
 - in relation to the Invitation Process;
- (c) no officer, employee, agent, sub-contractor or family member associated with the Offeror is or has been engaged by the Principal or Customer in a position or role that in any way relates back to the Offer; and
- (d) no officer, employee, agent, sub-contractor or family member associated with the Principal has been offered any benefit or inducement associated with the Offer, including any offer relating to employment; and

The Offeror must immediately notify the Principal if any warranty contained in this Response Form becomes incorrect..

2. Conflict of Interest (clause 23.3 of Standing Offer Arrangement - Conditions of Offer)

Offerors must supply details of any possible Conflict of Interest that exists or may arise in relation to the making and/or acceptance of their Offer.

If there is nothing to declare, Offerors must insert "Nil".

<< insert details, if applicable>>

<< insert details, if applicable>>

<< insert details, if applicable>>

Date: << <ir><<<insert date="">></insert></ir>	Offeror's Name:	< <insert name="" offeror's="">></insert>
	Date:	< <insert date="">></insert>

RESPONSE FORM 6.5 – DECLARATION COMMISSIONS AND INCENTIVES, CONFLICT OF INTEREST AND COLLUSION (CON'T)

3. Collusion (clause 23.5 of Standing Offer Arrangement - Conditions of Offer)

In submitting its Offer, the Offeror warrants to the Principal that it fully complies with clause 23.5, except as expressly disclosed in this Response Form. The Offeror must disclose the full nature and extent of any agreements with competitors to the Principal below:

If there is nothing to disclose, Offerors must insert "Nil".

<< insert details, if applicable>>

<< insert details, if applicable>>

Offerors must disclose any proceedings relating to anti-competitive behaviour in Australia or overseas to which the Offeror and/or any corporations or person associated with the Offer, including directors or senior management, have been subject to including:

(a) the names of the parties to the proceedings;

(b) the case number;

(c) the general nature of the proceedings; and

(d) the outcome or current status of the proceeds.

If there is nothing to disclose, Offerors must insert "Nil".

<< insert details, if applicable>>

<< insert details, if applicable>>

Please provide details of the course of action implemented to ensure that anti-competitive behaviour, as disclosed above, will not reoccur.

<< insert details, if applicable>>

Privacy Statement - The Principal is collecting Personal Information from the Offeror for the purpose of administering the Invitation Process, Arrangement and any Contract. This Personal Information may be shared with Queensland Government departments or agencies, Queensland Government Bodies, Non-Government Organisations and/or Commonwealth, States or Territories for the purpose of administering the Invitation Process, Arrangement and any Contract or made publicly available in accordance with the requirements of the State Procurement Policy. Personal Information will not be otherwise disclosed to any other third party without consent of the Contractor, except where authorised or required by law

Offeror's Name:	< <insert name="" offeror's="">></insert>
Date:	< <insert date="">></insert>

RESPONSE FORM 6.6 – EXISTING ARRANGEMENTS WITH QUEENSLAND GOVERNMENT OR OTHER ENTITIES

NOTE TO OFFEROR

This Response Form is to capture information regarding the Offeror's association with the Queensland Government departments or agencies, Queensland Government Bodies or Non-Government Organisations, which may be shared across other Queensland Government departments or agencies. Refer to clause 26 of the Standing Offer Arrangement – Conditions of Offer.

Does the Offeror have any current supply arrangements with any Queensland Government departments or agencies, Queensland Government Bodies or Non-Government Organisations?

No No

If "YES", to the above, please provide the following details for each applicable supply arrangement:

Yes

No.	Description	Details
1.	< <insert arrangement="" of="" supply="" the="" title="">></insert>	
	Description of Goods and/or Services covered under the supply arrangement:	< <insert and="" arrangement="" covered="" description="" goods="" of="" or="" services="" supply="" the="" under="">></insert>
	Name of the Queensland Government department or agency; Queensland Government Body or Non- Government Organisation who is managing the supply arrangement:	< <insert government<br="" name="" of="" queensland="" the="">department or agency, Queensland Government body or Non-Government Organisation>></insert>
	Term of supply arrangement:	Term: < <insert arrangement="" of="" supply="" term="" the="">> Commencement date: <<insert date="">> Completion date: <<insert date="">></insert></insert></insert>
	Estimated annual value of supply arrangement:	\$ < <insert arrangement="" of="" supply="" value="">></insert>
2.	< <insert arrangement="" of="" supply="" the="" title="">></insert>	
	Description of Goods and/or Services covered under the supply arrangement:	< <insert and="" arrangement="" covered="" description="" goods="" of="" or="" services="" supply="" the="" under="">></insert>
	Name of the Queensland Government department or agency; Queensland Government Body or Non- Government Organisation who is managing the supply arrangement:	< <insert government<br="" name="" of="" queensland="" the="">department or agency, Queensland Government body or Non-Government Organisation>></insert>
	Term of supply arrangement:	Term: < <insert arrangement="" of="" supply="" term="" the="">> Commencement date: <<insert date="">> Completion date: <<insert date="">></insert></insert></insert>
	Estimated annual value of supply arrangement:	\$< <insert arrangement="" of="" supply="" value="">></insert>
3.	< <insert arrangement="" of="" supply="" the="" title="">></insert>	
	Description of Goods and/or Services covered under the supply arrangement:	< <insert and="" arrangement="" covered="" description="" goods="" of="" or="" services="" supply="" the="" under="">></insert>
	Name of the Queensland Government department or agency; Queensland Government Body or Non- Government Organisation who is managing the supply arrangement:	< <insert government<br="" name="" of="" queensland="" the="">department or agency, Queensland Government body or Non-Government Organisation>></insert>
	Term of supply arrangement:	Term: < <insert arrangement="" of="" supply="" term="" the="">> Commencement date: <<insert date="">> Completion date: <<insert date="">></insert></insert></insert>
	Estimated annual value of supply arrangement:	<insert arrangement="" of="" supply="" value="">></insert>

Offeror's Name:	< <insert name="" offeror's="">></insert>
Date:	< <insert date="">></insert>

RESPONSE FORM 6.7 – STATEMENT OF COMPETITIVE NEUTRALITY

NOTE TO PRINCIPAL: Please delete this Response Form if not applicable.
Statement of Competitive Neutrality (clause 17 of Standing Offer Arrangement - Conditions of Offer)
Government owned entities seeking to supply to the Queensland Government are required to indicate whether their Offer for the provision of Goods and/or Services complies with the competitive neutrality principles of the Offeror's jurisdiction.
If Statement of Competitive Neutrality is applicable in some or all areas please select "Compliant" or alternatively if this is not applicable please select "Not Applicable".
To be completed by Government owned entities external to Queensland
For government owned entities outside Queensland, including local government and Commonwealth, State or Territory government, the Offer has been priced to comply with the competitive neutrality principles of the government of the Offeror's jurisdiction.
Compliant OR Not Applicable
To be completed by Queensland Government owned entities
For Queensland Government Bodies, the Offer has been priced to comply with the Queensland Government's policy statement on the application of competitive neutrality to government business activities, "Competitive neutrality, and Queensland Government Business Activities" located at www.treasury.qld.gov.au .
Compliant OR Not Applicable
To be completed by Queensland Local Government entities The Offer has been priced to comply with the competitive neutrality policy arrangements established by the Queensland
Government. Compliant OR Not Applicable

Offeror's Name:	< <insert name="" offeror's="">></insert>
Date:	< <insert date="">></insert>

RESPONSE FORM 6.8 – CHECK-LIST

NOTE TO OFFEROR

The checklist is provided to assist Offerors submitting a conforming Offer. The list is not exhaustive and should not be relied upon as the sole quality check. Prior to submitting an Offer, Offerors should use the following checklist to ensure that all key information has been complied:

	Check List Questions	н	lave you r	net this r	equirement:
1	Have you read and understood the Standing Offer Arrangement - Conditions of Offer Version 004 - dated 1 July 2012, as referenced in Section 2 of the Invitation?	Yes		No	
2	Have you read and understood the Standing Offer Arrangement Conditions Version 004 - dated 1 July 2012, (Division A) as referenced in Section 5 of the Invitation?	Yes		No	
3	Have you read and understood the Conditions of Contract contained within the Standing Offer Arrangement Conditions Version 004 dated 1 July 2012 (Division B) requirements as specified in Section 5 of the Invitation?	Yes		No	
4	Are you submitting your Offer in accordance with Section 1 of the Invitation?	Yes		No	
5	Have you signed your Offer on the "Offer Authorisation and Certification" page of Response Form 6.1?	Yes		No	
6	Have you completed Response Form 6.5 Declaration of Commissions and Incentives, Conflict of Interest and Collusion?	Yes		No	
7	Have you answered all questions and responded to all requirements specified in the Response Forms?	Yes		No	
8	Have you entered the name of your organisation making the Offer in the footer of each Response Form (where applicable)?	Yes		No	
9	Have you checked all other lodgement requirements of the Invitation to ensure your Offer is prepared and addressed correctly? (Refer to Section 1 and Section 2 of the Invitation)?	Yes		No	

If your answer to any of the above questions is "**NO**", your Offer may be considered non-conforming, in accordance with clause 9 of the Standing Offer Arrangement - Conditions of Offer Version 004 - dated 1 July 2012 which is located via: <u>www.hpw.qld.gov.au</u>.

Offeror's Name:	< <insert name="" offeror's="">></insert>
Date:	< <insert date="">></insert>