

Easy Business

Conditions of application for prequalification as an approved service provider

1. DEFINITIONS AND INTERPRETATIONS

1.1 Definitions

In these Conditions, unless the context otherwise requires, the following definitions will apply:

“Agreement” means an agreement between the State and an Approved Service Provider in the form of the Deed of Agreement for the Provision of Easy Business Support Services published on the State’s website.

“Applicant” means an entity, or entities, that submit an Application.

“Application” means an Easy Business Application for Prequalification as an Approved Service Provider submitted by an Applicant and includes any documents submitted with the Application.

“Application Deed” means a deed between the State and an Applicant dealing with the Application Process which is in the form of the deed published on the State’s website.

“Application Period” means the period identified as such in the Schedule.

“Application Process” includes an Applicant’s preparation and submission of the Application, communication between the State and an Applicant about the Applicant’s Application, evaluation of Applications and the subsequent acceptance or rejection of Applications.

“Approved Service Provider” or **“ASP”** means a person approved by the State to provide Easy Business Support Services to Customers.

“Arrangement Period” means the period identified as such in the Schedule.

“Business Day” means between 8:00 am and 5:00 pm on a weekday other than a Saturday, Sunday or public holiday in Brisbane.

“Conditions” means these terms and conditions.

“Contact Officer” means the person nominated by the State in the Application as the sole point of contact for the Application Process.

“Customer” means a person authorised by the State to use the Easy Business service component of the VRS and who may access the Easy Business Support Services provided by the Supplier.

“Easy Business” means a service option within the Vehicle Registration Scheme that authorises Customers to conduct electronic vehicle registration transactions.

“Easy Business Support Services” means the system, help desk and training services provided by Approved Service Providers to Customers.

“Evaluation Criteria” means the following criteria:

- (a) knowledge and/or experience of the Vehicle Registration Scheme or similar online registration services and the motor dealer industry;
- (b) company history;

- (c) demonstrated possession of, or potential to acquire, the skill-sets in Schedule 1 of the Agreement;
- (d) demonstrated ability to deliver and support online software services;
- (e) feasibility of proposed business and systems integration plans;
- (f) any additional provisions or variations to the terms of the Agreement or these Conditions identified in the Application; and
- (g) other information gathered by the State under clause 9.2.

“Prequalified Applicant” means an Applicant whose Application is accepted by the State under clause 15 of these Conditions.

“Register of Prequalified Applicants” or “Register” means the database on which details of Prequalified Applicants is recorded.

“Review Period” means the period identified as such in the Schedule.

“State” means the State of Queensland, acting through the Department of Transport and Main Roads (Customer Services Branch).

“Vehicle Registration Scheme” or **“VRS”** means the arrangement between the State and Customers under which Customers are authorised to conduct vehicle registration transactions under one of the scheme’s service options being Easy Pay, Easy Plates or Easy Business.

2. APPLICATION PROCESS

2.1 The conduct of the Application Process does not give rise to any legal or equitable relationship between the State and an Applicant.

2.2 No Applicant will be entitled to claim compensation or loss from the State for any matter arising out of the Application Process.

3. COMPLIANCE WITH CONDITIONS

3.1 Each Applicant must ensure that its Application complies with these Conditions.

4. APPLICANTS’ RESPONSIBILITIES

4.1 It is the responsibility of each Applicant to:

- (a) read and familiarise itself with the contents of the Application, Application Deed, Conditions and Agreement;
- (b) satisfy itself as to local conditions and facilities that may impact on the Applicant’s ability to supply the Easy Business Support Services or comply with other specified requirements;
- (c) carry out its own investigation as to the feasibility of its Application and to rely on that investigation; and
- (d) pay its own costs of the Application Process.

4.2 Any party expending money, making commitments or incurring liabilities on the basis of submitting an Application or any matter in connection with an Application or an Agreement, does so at its own risk and expense.

4.3 If an Applicant requires information or clarification of any part of the Application Process it must direct its enquiries to the Contact Officer before submitting an Application. The State will not respond to any request for information or clarification upon or after receipt of an Application.

5. FORMAT OF APPLICATION

5.1 An Application must:

- (a) have all requirements and questions completed;
- (b) include a proposal responding to each questions;
- (c) be executed by an authorised person and in the case of joint Applicants, each Applicant;
- (d) have any alteration initialled by the Applicant;

(e) be written in English.

6. ESSENTIAL INFORMATION

6.1 An Application must include the following information:

- (a) in the case of an Application by:
 - (i) an individual – the Applicant’s full name (including given names and surname) and address;
 - (ii) an individual or individual’s as trustee/s – the full name of the individual/s (including given names and surname) and the address of each trustee of that trust;
 - (iii) any registered Business Name (BN) (if applicable);
- (b) in the case of an Application by a company:
 - (i) the full name of the company;
 - (ii) the address of the registered officer of the company;
 - (iii) the Australian Company Number (ACN);
 - (iv) any registered Business Name (BN) (if applicable);
 - (v) the name and company title of the person signing the Application on behalf of the company; and
 - (vi) whether or not the company is a trustee;
- (c) in the case of an Application by a public sector agency:
 - (i) the full name and address of the agency; and
 - (ii) the name and title of the person signing the Application on behalf of the agency;
- (d) Where an Applicant trades under a business name:
 - (i) the full business name;
 - (ii) address of every proprietor trading under that business name; and
 - (iii) the address of the State place of business;
- (e) In the case of joint Applications (including partnerships), the information detailed in paragraphs (a) to (e) for each Applicant;
- (f) If the Applicant proposes to sub-contract the provision of any part of the Easy Business
- (g) Support Services – the information detailed in paragraphs (a) to (e) for each subcontractor together with full details of the sub-contractor’s relevant experience or expertise; and (g) Subject to clause 6.2, the active Australian Business Number (ABN) of the Applicant/s (if applicable).

6.2 If an Applicant does not quote an ABN when submitting an Application, the Applicant must:

- (a) submit a ‘Statement by a supplier – Reason for not quoting an Australian Business Number (ABN) to an enterprise’ form to the State with their Application; or
- (b) provide evidence of their ABN before an Agreement can be entered into with the State.

6.3 An Applicant should seek advice from the Australian Taxation Office (www.ato.gov.au) as to its eligibility to sign the ‘Statement by a supplier – Reason for not quoting an Australian Business Number (ABN) to an enterprise’ form.

7. LODGEMENT OF APPLICATION

7.1 Applications can be submitted at any time during the Application Period.

7.2 The State may, in its discretion, refuse to assess an Application received outside the Application Period and may hold that Application over for assessment during the Arrangement Period.

7.3 An Application must be lodged by email to the Contact Officer in Portable Document Format (PDF).

7.4 It is an Applicant’s responsibility to ensure that the State has received its Application.

7.5 Applicants must submit a signed Application Deed when lodging an Application. An Application will not be considered if the Applicant fails to provide a signed Application Deed.

7.6 The State will retain all documents submitted by an Applicant as part of its Application.

8. INSURANCES

8.1 Subject to clause 8.2, an Applicant must provide details of the following insurance policies:

- (a) Workers Compensation Insurance in accordance with applicable legislation for the Applicant's employees;
- (b) Public Liability Insurance to the value of at least the amount specified in the Application; and
- (c) Professional Indemnity Insurance for the amount specified in the Application.

8.2 If an Applicant does not possess the insurance policies in clause 8.1 at the time of submitting its Application it must effect and provide evidence of such insurances before it can enter into an Agreement with the State.

8.3 A Certificate of Currency is acceptable evidence of insurance. A letter certifying currency for Workers Compensation policy is also acceptable. However, if the Applicant is not identified as the insured on the policy, the Applicant must clearly identify the relationship of the insured to the Applicant and how the Applicant is covered by the policy. Renewal notices, invoices or account statements are not acceptable documentation.

9. EVALUATION PROCESS

9.1 The Application evaluation process will involve an assessment of conforming Applications, and any non-conforming Applications the State may choose to consider, against the Evaluation Criteria.

9.2 The evaluation process may also involve discussions with Applicants, reference checks, financial checks, credit checks, company searches, site visits and presentations or demonstrations by Applicants and any other matters considered relevant by the State.

10. NON-CONFORMING APPLICATIONS

10.1 The State may, in its discretion, decline to consider any Application which does not comply with these Conditions.

11. POST-APPLICATION DISCUSSION OR OTHER FORM OF COMMUNICATION

11.1 The State may enter into post-Application discussions with an Applicant.

11.2 The State may interview an Applicant in relation to its Application. The Applicant should be represented at the interview by personnel who are authorised to make decisions on behalf of the Applicant and who are conversant with all technical, financial and conditional details of the Application and Agreement, as applicable.

11.3 The State may seek further information from the Applicant in writing (e.g. letter, email or facsimile). Any information provided by or on behalf of the Applicant verbally must promptly be confirmed in writing if so required by the State.

11.4 Any amendment to the Application occurring as a result of post-Application discussions or as a result of a request for further information or clarification between the Parties, which is documented in writing, will form part of the Application.

12. SUCCESSFUL APPLICANT

12.1 If the State accepts an Application, the State will:

- (a) register the Applicant as a Prequalified Applicant on the Register; and
- (b) notify the Applicant of its registration as a Prequalified Applicant.

12.2 The success of an Application does not guarantee that the Prequalified Applicant will be offered an Agreement by the State at any time.

13. UNSUCCESSFUL APPLICANTS

13.1 Unsuccessful Applicants will be notified by the State, in writing, that their Application has been unsuccessful.

13.2 An unsuccessful Applicant may not submit a further Application within 6 months from the date the State notified it that it was unsuccessful unless a lesser period is agreed to by the State in writing.

14. DECISION AND DEBRIEFING

14.1 All Applicants, whether successful or unsuccessful may seek feedback from the Contact Officer at the completion of the Application Process.

14.2 A feedback or debriefing session shall be an opportunity to provide a successful or unsuccessful Applicant with information that may assist the Applicant to improve any further Applications submitted to the State. The feedback or debriefing session is not an opportunity to discuss the outcome of the evaluation of Applications nor the relative merits of any other Application submitted.

14.3 The State will not enter into any correspondence, oral or written, about its selection decision(s).

15. PREQUALIFIED APPLICANTS

15.1 If the State decides to enter into an Agreement with a new Approved Service Provider the State will:

- (a) if there is only one Prequalified Applicant on the Register offer that Prequalified Applicant an Agreement; or
- (b) if there is more than one Prequalified Applicant on the Register re-assess all Prequalified Applicants on the Register in accordance with the evaluation process in clause 9 and any other relevant criteria made known to the Prequalified Applicant prior to the time of reevaluation, before making its decision to offer an Agreement to one of the Prequalified Applicants.

15.2 Where clause 15.1 applies, a Prequalified Applicant may be required to resubmit their Application for evaluation or confirm the currency of their previously submitted Application.

15.3 The offer of an Agreement by the State to a Prequalified Applicant is at the State's absolute discretion. The State may offer an Agreement to one, multiple or no Prequalified Applicants. The State will issue a letter of offer to a Prequalified Applicant to which it is offering an Agreement.

15.4 If the State notifies a Prequalified Applicant that it will not be offered an Agreement before expiry of the Arrangement Period the State will remove the Prequalified Applicant from the Register.

15.5 A Prequalified Applicant may request the State to remove it from the Register at any time.

16. RIGHT TO INFORMATION AND DISCLOSURE

16.1 The Right to Information Act 2009 (RTI Act) provides members of the public with a legally enforceable right to access documents held by Queensland Government agencies.

16.2 The RTI Act requires that documents be disclosed upon request, unless the documents are exempt or on balance, disclosure is contrary to the public interest. Information contained in an Application is potentially subject to disclosure to third parties.

16.3 If disclosure under the RTI Act, and/or general disclosure of its Application or part thereof, would be of substantial concern to an Applicant because it would disclose trade secrets, information of commercial value, the purpose or results of research or other information of a confidential nature, this should be indicated in the Application. The State cannot guarantee that any information provided by the Applicant, including information that is identified by the Applicant in the Application, will be protected from disclosure under the RTI Act.

16.4 The State is entitled to publish on the Department of Transport and Main Roads website (www.tmr.qld.gov.au) or by any other means, the following details:

- (a) the name and address of the State;
- (b) a description of the Easy Business Support Services;
- (c) commencement date and term of an Agreement; and
- (d) name and address of an Approved Service Provider.

16.5 Any proposed variation by the Applicant to clause 16.4 which take away or reduce the entitlements that would otherwise be provided to the State under that clause will be null and void.

16.6 Information regarding the RTI Act can be obtained via www.qld.gov.au/right-to-information.

SCHEDULE

OUTLINE OF APPLICATION & AGREEMENT PROCESS

The State operates the Rego Easy Scheme – Easy Business option which allows Customers to perform limited online vehicle registration transactions. ASPs develop software interfaces for Customers to interact with the State's systems via data transfer services provided by the State. ASPs also provide other Easy Business Support Services to Customers to support transaction processing.

ASPs enter into commercial agreements with Customers for the provision of Easy Business Support Services. However, to provide Easy Business Support Services to Customers, ASPs require certain services and support from the State. The State will only provide those services and support to ASPs who have entered into an Agreement with the State.

The State currently has Agreements in place with ASPs. The Agreements are for 3 years with the next full term to commence on 1 July 2017 and end on 30 June 2020. Prior to expiry of these Agreements, the State will review the Easy Business Service Provider arrangement and adopt a suitable process for engaging ASPs for the next full 3 year term.

This process will involve the State maintaining a register of Prequalified Applicants, conducting periodic reviews of its requirements and engaging ASPs on an as needed basis. The proposed timeframes for this process are outlined below and will recur every 3 years from 1 July 2020.

Time frame	Stage	Action
7 July 2017 to 30 June 2020	Period of 3 year term of Agreements	ASPs deliver Easy Business Support Services.
1 July 2017 to 31 December 2019	Receipt of applications for prequalification	Applications for prequalification as an ASP received by the State in this period. The State will assess applications and register any successful Applicants on the Register of Prequalified Applicants.
1 January 2020 to 30 June 2020	Assessment of Easy Business Arrangement	The State will assess its future requirements for Easy Business Support Services and may select from the Register those Prequalified Applicants with whom it desires to enter into an Agreement. Agreements will be finalised and ASPs will be engaged for the next full 3 year term commencing 1 July 2020. Applications for prequalification as an ASP received by the State in this period will be held over for assessment after the commencement of the next 3 year term on 1 July 2020.