ATM Closing Date and Time:

**Monday, 29 July 2019**

2:00 pm ACT local time

No responses received after this time will be considered by the Lead Customer.

All consultants intending to undertake work with the AER/ACCC (including those appointed to SON3495937 - Rate of Return Consultants Panel in 2017) must submit a tender to this ATM to be considered for future work with the ACCC/AER.
**Expert Consultancy Panel**

**Australian Government**

**Approach to Market**

To establish Standing Offer for Expert Consultancy Panel

**ATM Reference ID:** ACCC 2019-03  
UNSPSC: 80100000 Management Advisory Services

This Approach to Market (ATM) is for the establishment of a Standing Offer Arrangement for the provision of Expert Consultancy work for the following nine Service Categories:

A. Services required for competition and consumer protection matters  
B. Services required for infrastructure regulation  
C. Engineering & technical services  
D. Services required for establishing allowed rates of return for regulated infrastructure  
E. Retail and wholesale energy market services  
F. Services related to behavioral economics/insights  
G. Data and analytical services  
H. Digital technology services  
I. Digital forensic services.

The Commonwealth of Australia, as represented by the Australian Energy Regulator (AER) of the Competition and Consumer Commission (ACCC) (Lead Customer), is seeking submissions for the provision of the Required Capabilities as described in this ATM comprising:

<table>
<thead>
<tr>
<th>Part</th>
<th>Description</th>
<th>Notes</th>
</tr>
</thead>
</table>
| A    | Introduction and Background to this ATM  
• this CCS DoSO ATM;  
• the Additional DoSO Terms (if any)  
• the CCS DoSO ATM Annexes (if any)  
• the Commonwealth DoSO ATM Terms  
• the Commonwealth DoSO Glossary | To be considered by Potential Suppliers when preparing their response |
| B    | The ACCC/AER Services Requirements | To be considered by Potential Suppliers when preparing their response |
| C    | The Draft Deed  
• the Commonwealth DoSO Terms; | To be considered by Potential Suppliers when preparing their response |
| D    | The templates intended to be used during an RFQ process amongst panellists when a specific project is to be conducted  
• RFQ templates and Service Order  
• the Commonwealth Contract Terms | To be considered by Potential Suppliers when preparing their response.
Tenderers do not need to complete these forms when responding to this tender |
| E    | The technical returnable schedules for tenderers to complete  
• the CCS DoSO ATM Response Form; | To be submitted by Potential Suppliers on AusTender |
| F    | The pricing returnable schedules for tenderers to complete | To be submitted by Potential Suppliers on AusTender |

The Lead Customer may select any number of Suppliers to form a Standing Offer Arrangement and may add additional Suppliers from time to time.


## D.A.1 Key Information and Dates

### Approach to Market

<table>
<thead>
<tr>
<th>Event</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>ATM Closing Date</td>
<td>Refer cover page of this Part A</td>
</tr>
<tr>
<td>ATM Closing Time</td>
<td>Refer cover page of this Part A</td>
</tr>
<tr>
<td>Industry Briefing</td>
<td>Unless otherwise notified by an addendum, there are no industry briefing sessions for this ATM.</td>
</tr>
<tr>
<td>Question Closing Date and Time</td>
<td>Questions to be in writing (ACCCAERE <a href="mailto:ExpertConsult@accc.gov.au">ExpertConsult@accc.gov.au</a>) and submitted up until 5:00 pm, 22 July 2019 ACT local time.</td>
</tr>
</tbody>
</table>
| Minimum Content and Format Requirements | For a Potential Supplier’s Response to be eligible for further consideration, in addition to the matters addressed in D.B.4.2 of the Commonwealth DoSO ATM Terms, the Potential Supplier’s Response must comply with Conditions of Participation and other requirements that may be listed in the RFT document, including:  
  a) Tenders must be in Plain English and legible  
  b) Tender measurements must be expressed in Australian legal units of measurement, unless otherwise required by the scope  
  c) Tenders must not exceed the guideline limits to respond to the submission (Part E)  
  d) Pricing information specified in Tender must be completed (Part F) |
| Conditions for Participation  | Nil                                                                      |
| Evaluation Criteria           | In clarification (and variation) of items DB.5.3 and DB.5.4 the evaluation criteria for this ATM are:  
  Experience and Capability (weighted criterion):  
    • Company Experience  
    • Key personnel experience  
  Service Delivery (weighted criterion):  
    • Project Resourcing  
    • Quality Management  
    • Managing Conflict of Interest  
    • Confidentiality  
  Cultural Fit (weighted criterion):  
    • Tenderer’s understanding of ACCC/AER’s challenges |
<table>
<thead>
<tr>
<th>Event</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Proposed Start Date</td>
<td>1 October 2019</td>
</tr>
<tr>
<td>Proposed End Date</td>
<td>30 September 2022</td>
</tr>
<tr>
<td>DoSO Extension Option</td>
<td>The Lead Customer may issue a Notice seeking agreement to exercise an</td>
</tr>
<tr>
<td></td>
<td>Extension Option no less than thirty (30) days prior to the End Date.</td>
</tr>
<tr>
<td></td>
<td>This DoSO may be extended by Two (2) periods each of one (1) year in</td>
</tr>
<tr>
<td></td>
<td>duration.</td>
</tr>
</tbody>
</table>

- Tenderer’s demonstrated ability to address these challenges
- Rate Card (unweighted)
- Compliance with DoSo (unweighted)
- Financial Viability of the Tenderer (unweighted)
- Other risks, identified (unweighted)
D.A.2 Overview of Proposed Standing Offer Arrangement

The ACCC/AER has a requirement to refresh its Expert Consultancy Panel (SON2639351) together with the integration of the current Rate of Return Panel (SON3495937).

Our intent is to establish a single panel (Standing Offer Arrangement) for expert consulting services that are uniquely required for the day to day operational activities undertaken by the ACCC/AER, commencing 1 October 2019. Part B of this ATM details the types of work the ACCC/AER is seeking to engage consultants for. The panel will be governed by the Commonwealth Contracting Suite DoSO (Part C).

All consultants intending to undertake work with the AER/ACCC (including those appointed to SON3495937 - Rate of Return Consultants Panel in 2017) must submit a tender to this ATM by the Closing Date and Time to be considered for future work with the ACCC/AER.

The ACCC/AER has issued approximately 160 consulting contracts since 2014 comprising of smaller engagements between $10,000 and $80,000 and larger engagements in excess of $80,000. Tenderers are not to mistake past volumes as a guarantee for future volumes. Instead the ACCC/AER is sharing this (public) information to indicate approximate workload for panellists appointed.

The services that are to be performed by appointed Expert Consultants will be detailed in the Service Order issued after a competitive RFQ process amongst panellists (for your interest, refer to Part D of this ATM for templates that will be used during the RFQ process).

The Tenders will be requested to respond to at least one of the required capabilities in Part E and provide a fixed Rate Card for the initial term of the panel at Part F.

Critical Success Factors

The ACCC/AER identified the following critical success factors for panellists appointed. We will continuously monitor the performance of each Expert Consultant against these during the term of the panel.

1. The appointed consultants have the required capacity and specialist expertise
2. Consultants can effectively manage conflicts of interest and confidentiality
3. Consultants deliver consistent quality of work considered value for money within the required timeframes.

Notice to panellists currently appointed to SON3495937 - Rate of Return Consultants Panel

This ATM is to combine and consolidate two consultancy panels into a single Expert Consultancy Panel at the proposed commencement date of 1 October 2019.

After that date, the ACCC/AER will discontinue its use of SON3495937 - Rate of Return Consultants Panel.

The ACCC/AER are encouraging the RoR panellists to submit a response to this ATM to be considered for future work after 1 October 2019.
D.A.3 ATM Distribution

AusTender
This ATM and any updates are subject to the AusTender Terms of Use. Any updates to this ATM will be distributed via AusTender.

AusTender is the Australian Government’s procurement information system. Access to and use of AusTender is subject to the AusTender Terms of Use. In participating in this ATM process, Tenderers must comply with the AusTender Terms of Use and any applicable instructions, processes, procedures and recommendations as advised on AusTender.

D.A.4 Lodgement of Responses

AusTender
Responses must be lodged electronically via AusTender before the Closing Date and Time and in accordance with the Response lodgement procedures set out in this ATM documentation and on AusTender.

All queries and requests for technical or operational support must be directed to:

AusTender Help Desk
Telephone: 1300 651 698
International: +61 2 6215 1558
Email: tenders@finance.gov.au

The AusTender Help Desk is available between 9am and 5pm ACT Local Time, Monday to Friday (excluding ACT and national public holidays).

The Closing Time will be displayed on the relevant AusTender webpage together with a countdown clock that displays, in real time, the time left until Closing Time (for more information refer to AusTender Terms of Use). For the purpose of determining whether a tender response has been lodged before the Closing Time, the countdown clock will be conclusive.

Response File Format, Naming Convention and Size
The Customer will accept Responses lodged in the following formats:

- Microsoft Word (.docx)
- Microsoft Excel (.xlsx)
- Portable Document Format (.pdf)

The Response file name(s) should:

a) incorporate the Supplier’s name; and
b) reflect the various parts of the bid they represent (where the Response comprises multiple files).

Response files must not exceed a combined file size of 5 megabytes per upload.

Responses must be completely self-contained. No embedded files can be included. No hyperlinked or other material may be incorporated by reference. No Cloud response files.
D.A.5 Lead Customer’s Contact Officers

D.A.5(a) ATM Contact Officer
For all matters relating to this ATM, the Contact Officer is:

| Email Address: | ACCCAERExpertConsult@accc.gov.au |

Note: Only the ATM Contact Officer is authorised to provide information relating to this ATM.

D.A.5(b) Complaints Handling
In the first instance, complaints relating to this ATM should be directed to the Lead Customer’s ATM Contact Officer or:

| Name/Position: | Bruce Paul |
| Email Address: | bruce.paul@accc.gov.au |
| Telephone: | (02) 6243 4991 |

Please direct all complaints about this procurement, including those raised under Government Procurement (Judicial Review) Act 2018 (GPJR Act) to the Lead Customer’s ATM Contact Officer or the Complaints contact specified above. Potential Suppliers are reminded that the GPJR Act places time limits on making applications under that Act.

Commonwealth Deed of Standing Offer Approach to Market Terms
(Commonwealth DoSO ATM Terms)

D.B.1 Background

1.1 Some terms used in this document have been given a special meaning. Their meanings are set out either in the Commonwealth DoSO Glossary, the CCS DoSO ATM, or the draft CCS DoSO.

1.2 The Lead Customer may amend, or clarify any aspect of this ATM, prior to the ATM Closing Date and Time set out in D.A.1 [Key Information and Dates] by issuing a formal addendum to the ATM in the same manner as the original ATM was distributed. Addendums will be issued simultaneously to all Potential Suppliers, as far as practicable.

1.3 Any queries regarding this ATM must be directed to the ATM Contact Officer set out in D.A.5 [Lead Customer’s Contact Officers].

1.4 No Standing Offer Arrangement will exist until the DoSO is executed by the Lead Customer. The Lead Customer, acting in good faith, may discontinue this ATM, decline to accept any Response to this ATM; or satisfy its requirements separately from this ATM process.

1.5 Participation in this process is at the Potential Supplier’s risk and cost, noting that there is no guarantee that a DoSO will be executed or any Contracts will be issued under any resulting DoSO.

1.6 Before the DoSO End Date, the Lead Customer reserves the right to extend the term of the Standing Offer Arrangement or to add new suppliers to the Standing Offer Arrangement.

D.B.2 Inconsistencies

2.1 If there is inconsistency between any of the parts of the ATM as issued by the Lead Customer, the following order of precedence shall apply:

(a) CCS DoSO ATM;
(b) Additional DoSO Terms (if any);
(c) CCS DoSO ATM Response Form;
(d) CCS DoSO ATM Annexes (if any);
(e) Commonwealth DoSO ATM Terms;
(f) Commonwealth DoSO Terms;
(g) draft CCS DoSO;
(h) Commonwealth DoSO Glossary; and
(i) Commonwealth Contract Terms.

so that the provision in the higher ranked document will prevail to the extent of the inconsistency.

D.B.3 Referenced Material

3.1 For the purpose of this clause, Referenced Material means any materials referenced in this ATM, including but not limited to, reports, plans, drawings or samples. Potential Suppliers are responsible for considering Referenced Material in framing their Response.

3.2 The Lead Customer may make available Referenced Material (if any) referenced in this ATM. Potential Suppliers are responsible for obtaining all other Referenced Material (if any).

D.B.4 Lodging a Response

4.1 By lodging a Response, Potential Suppliers agree:

(a) that the Response will remain open for acceptance for ninety (90) calendar days from the ATM Closing Date and Time as set out in D.A.1 [Key Information and Dates];

(b) if successful, to sign a DoSO which incorporates the Commonwealth DoSO Terms; and

(c) if successful, to offer to provide goods and services for the duration of the DoSO.

4.2 When lodging a Response, in addition to any Minimum Content and Format Requirements set out in D.A.1 [Key Information and Dates],

(a) Potential suppliers agree Responses are subject to these Commonwealth DoSO ATM Terms;

(b) the Response must be lodged as set out in D.A.4 [Lodgement of Responses];

(c) Potential Suppliers must submit Responses using the Response to the ATM form provided without making any changes to the structure or formatting of the Response form;

(d) Potential Suppliers must submit all details in English;

(e) Pricing Rates must

i. be quoted in Australian currency

ii. show the GST exclusive price, the GST component, if any, and the GST inclusive price;

iii. be inclusive of all taxes, duties (including any customs duties) and any government charges imposed or levied in Australia or overseas; and

iv. unless identified in the Pricing Schedule, include any and all other charges and costs and be the maximum payable by a Customer under the DoSO.

4.3 The Lead Customer may decline to consider a Response that is unable to be read or contains alterations, erasures, ambiguity or incomplete details.

4.4 Potential Suppliers and their officers, employees, agents and advisors must not engage in any collusive, anti-competitive or any other similar conduct with any other Potential Supplier or person, or offer any unlawful inducements in relation to their Response or this ATM process.
4.5 The Lead Customer will only extend the ATM Closing Time noted at D.A.1 [Key Information and Dates], in exceptional circumstances and, if extended, the extension will apply equally to all Potential Suppliers. The Lead Customer will not consider any Responses received after the Closing Time specified in this ATM unless the Response is late as a consequence of the Lead Customer’s mishandling.

4.6 At any time prior to execution of a DoSO, the Lead Customer may seek clarification or additional information from, and enter into discussions and negotiations with, any or all Potential Suppliers in relation to their Response. In doing so, the Lead Customer will treat all Potential Suppliers equitably and not allow any Potential Supplier to substantially alter their Response.

4.7 If any Conflicts of Interest arise during the evaluation period, Potential Suppliers must notify the Lead Customer immediately and comply with any reasonable directions issued by the Lead Customer. All communications must be confirmed in writing.

D.B.5 Evaluation

5.1 The Lead Customer will evaluate Responses in accordance with the ATM and consistent with the Commonwealth Procurement Rules to determine the best value for money outcome for the Lead Customer.

5.2 The Lead Customer will exclude from consideration any Response that does not meet the Minimum Content and Formal Requirements, and the Conditions for Participation, if any, as set out in D.A.1 [Key Information and Dates].

5.3 The criteria for evaluation are the:
   (a) extent to which the Potential Supplier demonstrates its capacity and capability to provide the Required Capabilities; and
   (b) whole of life costs. Evaluation will take account of the Pricing Schedule, and any other costs that the Lead Customer will incur as a result of the Potential Supplier’s Response, for the duration of the Standing Offer Arrangement. This will also include consideration of the potential economic benefit to the Australian economy, if included in the ATM.

5.4 Unless otherwise stated in the DoSO ATM, the above two (2) criteria for evaluation will be of equal importance.

5.5 The Lead Customer reserves the right to contact the Potential Supplier’s referees, or any other relevant person, directly and without notifying the Potential Supplier.

5.6 The Lead Customer will notify all Potential Suppliers of the final decision and, if requested, will debrief Potential Suppliers following the finalisation of the ATM.

D.B.6 Reporting Requirements

6.1 Potential Suppliers acknowledge that Customers are subject to legislative and administrative accountability and transparency requirements including disclosure to Parliament and its Committees.

6.2 Without limiting a Customer’s right to disclose other information, for any DoSO entered, the Lead Customer or relevant Customer will publicly disclose the Supplier’s name, postal address and other details about the DoSO, and the value of any Contracts issued under the DoSO.

6.3 Potential Suppliers acknowledge that the Lead Customer or relevant Customer may disclose the names of any subcontractors engaged in respect of a DoSO or any Official Order. Potential Suppliers should also note the requirements of the Freedom of Information Act 1982 (Cth).

D.B.7 Confidentiality of Potential Supplier’s Information

7.1 Potential Suppliers should note that if successful, parts of their Response may be included in a subsequent DoSO and made available to Potential Customers on AusTender.

7.2 Potential Suppliers should note that the Lead Customer will only agree to treat information as confidential if it meets the Australian Government’s Confidentiality Test. Potential Suppliers must identify any aspects of their Response that they consider should be kept confidential, including reasons. In the absence of such an agreement, Potential Suppliers acknowledge that the Lead Customer has the right to publicly disclose the information.

7.3 The Potential Supplier agrees to provide the Lead Customer, or its nominee, relevant personal information relating to the Potential Supplier, its officers, employees, agents and/or subcontractors, for the purposes of preventing, detecting, investigating or dealing with a fraud or security breach relating to this ATM. When providing personal information to the Lead Customer, Potential Suppliers warrant that they will have obtained consent or provided reasonable notification in accordance with the Privacy Act 1988 (Cth).

D.B.8 Criminal Code

8.1 Potential Suppliers acknowledge that the giving of false or misleading information to the Commonwealth is a serious offence under section 137.1 of the schedule to the Criminal Code Act 1995 (Cth).

8.2 The Potential Supplier must ensure that any intended subcontractors participating in the Potential Supplier’s Response are aware of, and acknowledge the information in this clause.
D.B.9 Workplace Gender Equality

9.1 Where the Potential Supplier is a relevant employer under the Workplace Gender Equality Act 2012 (Cth) (WGE Act) the Supplier must provide evidence that it complies with its obligations, if any, under the WGE Act before commencement of the DoSO and annually thereafter for the duration of the Standing Offer Arrangement and any Contract under the DoSO.

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Commonwealth Deed of Standing Offer Glossary
(Commonwealth DoSO Glossary)

In the Commonwealth Contracting Suite Deed of Standing Offer documentation:

A reference to:

a) \( D.A[x] \) – is a reference to an clause in the **CCS DoSO ATM**;
b) \( D.B[x] \) – is a reference to a clause in the **Commonwealth DoSO ATM Terms**;
c) \( D.C[x] \) – is a reference to an item in the **CCS DoSO ATM Response Form**;
d) \( D.D[x] \) – is a reference to a clause in the **CCS DoSO**;
e) \( D.D.3[x] \) – is a reference to a clause in the **Additional DoSO Terms**;
f) \( D.E[x] \) – is a reference to a clause in the **Commonwealth DoSO Terms**;
g) \( C.C[x] \) – is a reference to a clause in the **Commonwealth Contract Terms**.

"Approach to Market" or "ATM" means the notice inviting potential suppliers to participate in the DoSO.

"Business Days" means a day that is not a Saturday, a Sunday or a public holiday or bank holiday in the place concerned, as defined by the Corporations Act 2001 (Cth), and also excludes the period between Christmas Day and New Year’s Day.

"Commonwealth Contracting Suite" or "CCS" means the suite of proprietary documents developed for Commonwealth procurements.

"Confidential Information" means any information that any Party does not wish to be shared outside those involved in the Standing Offer Arrangement. It can include anything that has been acquired, developed or made available to any of the Parties in the course of the relationship between the Parties. It includes but is not limited to the information:

- specifically identified in \( D.D.3\) [Additional DoSO Terms] or elsewhere in the DoSO or a Contract;
- where disclosure would cause unreasonable detriment to the owner of the information or another party; or
- where the information was provided under an understanding that it would remain confidential.


"Contract" means an order for Goods and/or Services executed by the Supplier and a Customer.

"Contract Manager" means the manager for the Customer and Supplier specified a Contract.

"Contract Price" means the total price specified in a Contract, including any GST component payable, but does not include any simple interest payable on late payments.

"Correctly Rendered Invoice" means an invoice that:

- is correctly addressed and calculated in accordance with a Contract;
- relates only to Goods and/or Services that have been accepted by the Customer in accordance with a Contract;
- includes any Contract number, and the name and phone number of the Customer’s Contract Manager;
- is for an amount which, together with previously Correctly Rendered Invoices, does not exceed the Contract Price; and
- is a valid tax invoice in accordance with the GST Act.

"Customer" means a party specified in a Contract as a Customer.

"Deed of Standing Offer" or "DoSO" means the document and its attachments (specified in the DoSO) as executed between the Lead Customer and the Supplier.
Commonwealth Deed of Standing Offer Glossary
(Commonwealth DoSO Glossary)

“Delivery and Acceptance” means the process by which Goods and/or Services are delivered to a Customer and accepted by the Customer as meeting the terms specified in the Contract.

“DoSO Extension Option” means an option of the Lead Customer to extend the term of a DoSO for one or more additional time periods.

“DoSO Manager” means the manager for the Lead Customer and Supplier specified in the DoSO.

“Eligible Data Breach” means an ‘Eligible Data Breach’ as defined in the Privacy Act 1988 (Cth).

“Fraud” means dishonestly obtaining a benefit from the Commonwealth or causing a loss to the Commonwealth by deception or other means and includes alleged, attempted, suspected or detected fraud.

“General Interest Charge Rate” means the general interest charge rate determined under section 8AAD of the Taxation Administration Act 1953 (Cth) on the day payment is due, expressed as a decimal rate per day.

“GST” means a Commonwealth goods and services tax imposed by the GST Act.


“Intellectual Property Rights” means all intellectual property rights which may subsist in Australia or elsewhere, whether or not they are current or future or registered or capable of being registered, including without limitation in relation to, copyright, designs, trade marks (including unregistered marks), business and company names, domain names, database, circuit layouts, patents, inventions, discoveries, know-how, trade secrets and confidential information, but excluding Moral Rights.

“Lead Customer” means the party specified in the DoSO as the Lead Customer.

“Material” means any material used or brought into existence as a part of or for the purpose of producing the Goods and/or Services, and includes but is not limited to documents, equipment, information or data stored by any means.

“Moral Rights” means the rights in Part IX of the Copyright Act 1968 (Cth), including the right of attribution, the right against false attribution and the right of integrity.

“Notice” means an official notice or communication under the DoSO or any Contract in writing, from one DoSO or Contract Manager to the other DoSO or Contract Manager (as the case may be), at the postal address, or email address, or facsimile number set out in the DoSO or relevant Contract.

“Party” or “Parties” means the Lead Customer or Supplier specified in the DoSO and a Customer or Supplier specified in a Contract.

“Personal Information” means information relating to a natural person as defined in the Privacy Act 1988 (Cth).

“Potential Customer” means an Australian Government entity that is identified within the DoSO as being able to use the Standing Offer Arrangement.

“Potential Supplier” means any entity who is eligible to respond to an ATM or RFQ.

“Pricing Schedule” means a schedule of maximum pricing rates that a Supplier can offer in an RFQ for Goods and/or Services as set out in the DoSO.

“Quoted Price” means the price offered by a Potential Supplier for Goods and/or Services in response to an RFQ.

“Request for Quote” or “RFQ” means any notice to Potential Supplier(s) inviting quotations to provide specific Goods and/or Services under the DoSO.
**Commonwealth Deed of Standing Offer Glossary**

(Commonwealth DoSO Glossary)

“Required Capabilities” means:
   a) in an ATM, the description of the Lead Customer’s requirement of Goods and/or Services. These may be categorised into several descriptions of Required Capabilities.
   b) in the DoSO, the description of the Goods and/or Services that a Supplier can offer.

“Response” means information provided by the Potential Supplier demonstrating their capacity and capability to meet a Required Capability under the ATM or specific Goods and/or Services under an RFQ.

“Specified Personnel” means Supplier personnel who are nominated to supply services under a Contract that are specified in the DoSO, that Contract, or who are accepted by the Customer in accordance with clause C.C.13 [Specified Personnel].

“Standing Offer Arrangement” means the DoSO Arrangement, any Contract that is executed under the DoSO and any other document that applies to it.

“Subcontractors” means an entity employed by the Supplier to supply some or all of the Goods and/or Services required under a Contract.

“Supplier” means a party specified in the DoSO or a Contract as a Supplier.

“WGE Act” means the *Workplace Gender Equality Act 2012* (Cth).

Additional Definition adding to the above DoSO Glossary:

“Plain English” (layman’s terms) is language that is clear and concise. It avoids complex vocabulary, is free of clichés and needless technical jargon and should be appropriate to the audience’s development or educational level and their familiarity with the topic. The term is commonly used when discussing government or business communication.