

## **Buyers should note the following key enhancements in CCS Plus:**

### **In the *ATM* document**

Addition of specific information about *Industry Briefings* and/or *Site Inspections* and whether potential Suppliers attendance at either or both is a *Mandatory Condition of Participation* in the tendering process.

Significant enhancements to the Requirement to assist buyers to provide clear and concise statements

- Inclusion of questions specific to what is being procured to enable automatic inclusion of appropriate standards eg web content accessibility guidelines for online publications or websites;
- Improved clarity about security clearances and who pays for them – inclusion of a link to the applicable fees and charges if Suppliers are required to pay;
- Specifying what reporting is required during the contract and its frequency;
- Inclusion of optional Key Performance Indicators.

Inclusion of standard Intellectual Property clause for Goods contracts.

### **In the *Response* document**

Based on buyer selection of options in the *ATM* document, automatically including or excluding information potential Suppliers are required to provide in their Response;

To enable buyers to comply with *the Workplace Gender Equality Act 2012*, (WGEA Act) a new question about whether potential Suppliers are classified as a relevant employer under the WGEA Act and if the answer selected is 'yes' whether the Supplier has included a copy of their compliance letter with the Response or will provide it prior to contract. Inclusion of a note to potential Suppliers that the Customer is not able to enter a contract until the Customer has received that WGEA Act compliance letter, where applicable.

To enable Customers to comply with their *Indigenous Procurement Policy* obligations, inclusion of new questions to determine whether an enterprise meets the Commonwealth's definition of an indigenous business (and greater clarity about the evidence potential Suppliers need to provide to confirm indigenous ownership) plus a Drafting Note in the Response Executive Summary requesting potential suppliers highlight any indigenous subcontractors or indigenous staff who will be involved in the project.

New pricing tables and explanations to improve clarity around how pricing should be set out, particularly about whether fixed prices or daily rates are required. Similarly, greater clarity about whether all expenses must be included in fees or variable expenses based on actual costs can be reimbursed and the standards for any travel.

### **In the *ATM Terms***

Greater clarity around the factors that Customers will consider as part of the pricing criteria assessment as well as a note that the Customer may consider the Supplier's ability to assist the Customer to meet its Indigenous Procurement Policy obligations.

To encourage wider access by new and/or small businesses, removal of the requirement to demonstrate prior financial stability.

### **In the *Commonwealth Contract Terms***

Extensive re-ordering of clauses into a more logical sequence.

Enabling the contract to be executed on separate, but identical, copies.

Requiring the Supplier to seek the Customer's written consent before replacing subcontractors and requiring removal, at the Suppliers expense, of any Subcontractor the Customer reasonably considers should be removed.

Enabling the Customer to request additional time for evaluation of the compliance of the Goods and/or Services with the requirements of the Contract where circumstances outside the Customer's control cause a delay;

Enabling limitation of liability for industry participants of schemes operating under *Schedule 4 of the Civil Law (Wrongs) Act 2002 (ACT)*, or any corresponding State, Territory or Commonwealth legislation.

Greater clarity about transition in / transition out arrangements by inclusion of standard requirements

Improved alignment with legislative requirements regarding access to the Suppliers promises and access to, and ownership of, information in the Supplier's possession.

Defining the limited circumstances under which the Customer may report information regardless of its confidential status (ie when required by law, a Minister, or a House or Committee of Parliament) and explicitly providing that the Supplier does not breach confidentiality where that information is already available from another source.

Removal of the requirement for a Supplier to use its best endeavours to comply with the Commonwealth's *Indigenous Procurement Policy*.

Inclusion of standard requirements for fraud (Clause C.C.21(F)).

#### **In the Online Form**

Registered users who have logged in have the ability to populate agency specific fields (ABN, Entity Name) on the profile page. This data will flow through to the online form.