Marketing services register

Prequalification terms

Contents

[Part 1 – Introduction and Background 1](#_Toc26281280)

[Part 2 – Scope 1](#_Toc26281281)

[Part 3 – Prequalification 3](#_Toc26281282)

[1. Applications for Prequalification 3](#_Toc26281283)

[2. Registration for Prequalification 3](#_Toc26281284)

[3. Duration of Prequalification 3](#_Toc26281285)

[4. Pricing 4](#_Toc26281286)

[5. Financial Capacity 4](#_Toc26281287)

[Part 4 – Acknowledgements 5](#_Toc26281288)

[6. No assurance as to business 5](#_Toc26281289)

[7. No exclusivity 5](#_Toc26281290)

[8. Register subject to Government Policy 5](#_Toc26281291)

[9. Amendments 5](#_Toc26281292)

[Part 5 – Performance 6](#_Toc26281293)

[10. Monitoring Performance 6](#_Toc26281294)

[11. Collection of information relating to Prequalified Suppliers 6](#_Toc26281295)

[Part 6 – Prequalification 7](#_Toc26281296)

[12. Review of Prequalification 7](#_Toc26281297)

[13. Suspension of Prequalification 7](#_Toc26281298)

[14. Cancellation of Prequalification 7](#_Toc26281299)

[15. Right of review 8](#_Toc26281300)

[Part 7 – Acceptance of conditions and contract terms 9](#_Toc26281301)

[16. Conditions of engagement 9](#_Toc26281302)

[Part 8 – Miscellaneous 10](#_Toc26281303)

[17. Warranties 10](#_Toc26281304)

[18. Change of circumstances 10](#_Toc26281305)

[19. Solicitation 10](#_Toc26281306)

[20. Use of Prequalification status for advertising and promotion 10](#_Toc26281307)

[21. Confidentiality and Privacy 11](#_Toc26281308)

[22. Termination of Register 11](#_Toc26281309)

[23. Notices 11](#_Toc26281310)

[24. Record retention and reporting 12](#_Toc26281311)

[Part 9 – Definitions and interpretation 13](#_Toc26281312)

[25. Definitions 13](#_Toc26281313)

[26. Terms not defined in these Prequalified Terms 14](#_Toc26281314)

[27. Interpretation 14](#_Toc26281315)

# Part 1 – Introduction and Background

The Department of Treasury and Finance (the **Department**) is responsible for establishing a Marketing Services Register (the **Register**) for the ongoing delivery of advertising and communication services to Victorian Government departments and agencies.

*VendorPanel* will be replacing *MarketingOnLine* system and suppliers of marketing services are invited to apply for a position on the Register by passing a set of mandatory prequalification criteria.

# Part 2 – Scope

The Register will consist of the following services:

|  |  |
| --- | --- |
| Category title | Definition |
| Marketing – Strategic planning and development | In consultation with the client, develop integrated marketing strategies that support achievement of the organisation’s business or project goals in accordance with the client brief. This may incorporate a number of different target audiences, delivery channels and comprehensive research. |
| Campaign planning | In consultation with the client, develop campaigns that support the achievement of marketing, communication, advertising or public relations goals, consistent with Victorian Government communication policies and guidelines and overarching organisational communication strategies. May include clarifying business goals, establishing a creative theme, identifying and researching target audiences, establishing and reporting on metrics to measure success of the campaign. |
| Creative concept and development | Develop creative concepts that support relevant campaigns or communication strategies in accordance with the client brief and effectively engage the target audience in line with campaign goals. Where necessary, review and/or undertake research relevant to the campaign. |
| Brand development and evaluation | Develop a brand strategy that effectively supports organisational, service delivery or project business goals, consistent with Victorian Government policies and guidelines. The strategy should outline how to apply the brand in all aspects of business delivery, including marketing and communication activities. Evaluate the execution of the strategy against established objectives. |
| Copywriting (optional) | Write copy for marketing and communication mediums that captures the message and tone required for the target audience and is suitable for the media format/s being employed, consistent with Victorian Government policies and style guides. |
| Art direction | Provide specialist direction to the artistic team for a marketing and communication campaign consistent with campaign objectives and any relevant branding strategies. |
| Issues management | Provide timely support, advice and communications solutions to effectively manage issues, potentially with limited advanced notice. May involve developing, implementing and evaluating comprehensive issues management strategies. |
| Public relations | Develop and manage public relations strategies that support integrated communication, marketing or campaign objectives. May involve proactive media promotions, launches, events and other means of communication to generate public understanding, support and awareness consistent with communication goals. |
| Stakeholder relations | Manage stakeholder engagement activities that support the achievement of business or project goals. May include planning, implementing and evaluating stakeholder engagement activities including consultation, briefings, launches and other activities. May also include capturing, analysing and reporting on stakeholder feedback and providing responses to stakeholders. |
| Writing and editing (optional) | Writing and editing communications material including: speeches, presentations, articles, web copy and brochures. This may involve sourcing and reviewing related material to inform the work. |
| Marketing research | Plan and implement market research activities related to campaign development and evaluation, target audience profiling and evaluation and other communication activities. May include quantitative and qualitative methods of research and expertise in a range of research delivery methods including focus groups, surveys, telephone interviewing, online methods etc. |
| Change communications | Plan / implement / evaluate communication strategies that support an internal or external change management program. |
| Digital marketing (including social media) | Plan / implement / evaluate digital strategies to market government services or programs. Includes expertise in the application of digital tools including internet, smartphones, gaming, social media and other digital media to effectively reach audiences in a timely, relevant, personal and cost‐effective manner.May involve push and /or pull strategies as part of the digital marketing approach. |
| Video production (optional) | Capacity to script, produce and edit video footage that supports the marketing, promotion or communication of government services or programs. May be used for television, corporate events, websites or other media |
| Media monitoring (optional) | Supply of broadcast media content and associated metadata from all television and radio outlets available within Victoria.Supply of bespoke analysis reports on the above media monitoring data, including audience demographic and geographic targeting and reach, share of voice, or others by request, and supply of media monitoring of Culturally and Linguistically Diverse (CALD) print, broadcast, online and social media outlets based in Australia. |
| Graphic design (optional) | Deliver creative visual design concepts and elements that support communication of ideas, messages or identity of government programs. Includes the capacity to apply the design concepts to a range of visual media including publications, online or digital media, advertisements, posters, billboards, signs and other marketing collateral. |

The Department may add, amend or replace these categories at any time in its absolute discretion. In the event that the Department adds, amends or replaces these categories, it will publish a notice on the *Buying for Victoria* website.

In addition, the Department may delete a category at any time in its absolute discretion. In the event that the Department deletes a category, it will issue a notice to each Prequalified Supplier in that category advising that the category has been deleted.

# Part 3 – Prequalification

1. Applications for Prequalification

Applicants are invited to apply for Prequalification at any time by submitting an application via *VendorPanel*.

Applicants apply for Prequalification subject to these Prequalification Terms and at their own risk and expense.

Without limiting any of the Department’s rights under the Prequalification Terms, Applications will be assessed on the basis of the Prequalification Requirements. Only those Applications which are complete and fully satisfy all the Prequalification Requirements will be considered by the Department for Prequalification pursuant to these Prequalification Terms.

The Department or any Participating Agency may, in their absolute discretion, seek further information from an Applicant or investigate information provided by an Applicant. Without limiting the discretion of the Department or the Participating Agency (as the case may be), the Department or Participating Agency may investigate information provided by conducting reference checks, searches (such as, for example, company searches) and invite Applicants to participate in interviews. By submitting an Application, Applicants are deemed to authorise the Department and Participating Agencies to seek verification of the information supplied.

The Prequalified Supplier acknowledges that the number of Prequalified Suppliers on the Register will change throughout the existence of the Register.

1. Registration for Prequalification

If the Department is satisfied that an Applicant meets the Prequalification Requirements and is eligible for Prequalification, then the Department will grant Prequalification to the Applicant. Information from the Applicant’s Application will be available to Victorian Government buyers on the system.

An Applicant may be Prequalified in one or more categories on the Register.

Prequalification does not extend to related or subsidiary companies owned or controlled by the Applicant or Prequalified Supplier (as the case may be) and is not transferrable to any other entity.

1. Duration of Prequalification

Subject to these Prequalification Terms, including, without limitation, Part 6, a Prequalified Supplier’s Prequalification:

* 1. takes effect from the time that the Department activates the Suppliers profile on the Prequalification on the Register;
	2. remains in force until the Department cancels a Prequalification or dissolves the Register; or
	3. requests that Prequalified Suppliers resubmit an Application in accordance with these Prequalification Terms,

as the case may be.

The Department also reserves its rights to seek confirmation from Prequalified Suppliers that they remain in compliance with these Prequalified Terms.

1. Pricing

The rates Applicants submit as part of their Application are ceiling rates and will be fixed for 12 months starting from the date an Application is approved by the Department (**Initial Period**).

Following expiration of the Initial Period, the Department and the Prequalified Supplier may enter into discussions for an adjustment (if any) of the ceiling rates.

1. Financial Capacity

The Department or a Participating Agency may at any time request, by notice in writing to a Prequalified Supplier, that the Prequalified Supplier confirm the currency of details relating to its financial capacity or provide additional details regarding its financial capacity. The Prequalified Supplier must respond in writing to such a request within the time specified by the Department or the Participating Agency in the notice. For the avoidance of doubt, the Prequalified Supplier must notify the Department and any Participating Agency that it is currently providing a service to immediately if it becomes subject to an Insolvency Event.

# Part 4 – Acknowledgements

1. No assurance as to business

The Prequalified Supplier acknowledges that Prequalification does not result in:

continuity of the Prequalification for the duration of the Register;

an assurance any services will be acquired from the Prequalified Supplier; or

a warranty or representation by the Department that any business, engagements or work of any kind or quantity will be conducted by the Prequalified Supplier as a result of a Prequalification.

1. No exclusivity

Prequalified Suppliers acknowledge that Participating Agencies may seek services from any Prequalified Supplier on the Register. In addition, Prequalified Suppliers acknowledge that the fact that they may have previously been engaged by a Participating Agency does not preclude that Participating Agency from engaging other Prequalified Suppliers to perform other Services in the future.

In the event that a Participating Agency determines to transition from one Prequalified Supplier to another Prequalified Supplier, the first Prequalified Supplier agrees to provide assistance to the Participating Agency and the second Prequalified Supplier to ensure seamless transition.

1. Register subject to Government Policy

The Register is subject to Government Policy, as amended from time to time. The Department may dissolve the Register by notice in writing to the Prequalified Suppliers if there is a change in Government Policy which, in the reasonable opinion of the Department, has the effect of making the continuation of the Register unviable, inappropriate or otherwise unsuitable.

1. Amendments

The Department may from time to time, and in its absolute discretion, amend, add to or replace:

its Prequalification Requirements;

these Prequalification Terms;

its reporting requirements;

any key performance indicators, which the Department may introduce from time to time; and

any information contained in the Register.

In the event that the Department makes amendments in accordance with **clause 9(a)** of these Prequalification Terms, the Department may, in its absolute discretion, require Prequalified Suppliers to resubmit Applications. Failure by a Prequalified Supplier to resubmit an Application upon request in accordance with this **clause 9(b)**, will result in suspension of that Prequalified Supplier’s registration on the Register.

The Department will not be liable for any costs or damages incurred by an Applicant or a Prequalified Supplier in the exercise of the Department’s discretion.

# Part 5 – Performance

1. Monitoring Performance

The Department will nominate a Category Manager to manage the operation of the Register. The Department will publish the contact details of that Category Manager on the Buying for Victoria website from time to time.

The Prequalified Supplier must nominate a representative **(Account Manager**)who must make him or herself available during business hours to meet with the Category Manager and/or a representative of a Participating Agency as required to discuss any queries, concerns, issues or disputes arising under or in connection with the Register.

A Participating Agency may submit a performance report (written or verbal) to the Category Manager where the Participating Agency considers Prequalified Supplier’s performance to be unsatisfactory (**Performance Report**). The Performance Report may relate to, without limitation, a Prequalified Supplier’s performance of Services pursuant to an Agreement or other dealing under the Register.

Upon receipt of a Performance Report, the Category Manager may arrange a meeting between representatives of the Prequalified Supplier and the Participating Agency to discuss and consider the performance report.

1. Collection of information relating to Prequalified Suppliers

Prequalified Suppliers acknowledge that the Department may collect information from Participating Agencies relating to the performance of Prequalified Suppliers. This information will include, but not be limited to:

quality of Services performed;

timeliness in performance of Services;

responsiveness (including, for example, promptness in responding to Requests for Quote);

customer service; and

accuracy of invoices

together (**General Performance Information**).

# Part 6 – Prequalification

1. Review of Prequalification

The Department reserves the right to review any Prequalification at any time. A review may be initiated by the Department or at the request of a Participating Agency. The Prequalified Supplier must provide any details required for the review upon request. Failure to comply with any request by the Department for such information may result in suspension of Prequalification.

1. Suspension of Prequalification

The Department may, in its absolute discretion, suspend a Prequalified Supplier’s Prequalification, by notice in writing to the Prequalified Supplier, (in respect of one or more categories or in respect of the Register) for unsatisfactory performance or behaviour which may be, but is not required to be, described in a performance report, (the **dissatisfaction**). The Department may, in its absolute discretion, set out actions that the Prequalified Supplier must take to remove or resolve the cause of the suspension.

A Prequalified Supplier that has been suspended must inform the Category Manager if and when the actions required by the Department to lift the suspension have been undertaken. At such time, the suspended Prequalified Supplier may apply for reinstatement of its Prequalification status.

The Department may lift the suspension and restore the Prequalification if the action taken by the suspended Prequalified Supplier to address the reasons for suspension is considered by the Department to be appropriate.

1. Cancellation of Prequalification

The Department may cancel a Prequalification and remove the Prequalified Supplier from the Register in the following circumstances:

breach of a Prequalification Term (including, without limitation, breach of any warranty given pursuant to the Prequalification Terms);

failure to maintain appropriate insurances and licences;

failure to meet financial requirements;

failure by the Prequalified Supplier to promptly and adequately resolve the reasons for a temporary suspension from the Register;

failure to maintain appropriate administration systems and processes (including reporting, invoicing and work administration);

being or having been the subject of substantiated reports of unsatisfactory performance;

adverse changes in capacity or capability or business structure or status of the Prequalified Supplier;

where the Prequalified Supplier commits any act or does anything that is contrary to prevailing community standards, or is otherwise regarded by the public as unacceptable or which brings the reputation of the Prequalified Supplier into disrepute and as a consequence the Department believes that its continued association with the Prequalified Supplier will be prejudicial or otherwise detrimental to the reputation of the State;

fraud, dishonesty or any other serious misconduct by the Prequalified Supplier or any of its employees, agents or sub-contractors; or

within 30 days of the Department receiving a written notice from a Prequalified Supplier requiring or requesting the Department to cancel its Prequalification.

The cancellation of a Prequalification is affected by written notice given to the Prequalified Supplier by the Department.

A Prequalified Supplier whose Prequalification was cancelled must not become or seek to become a Prequalified Supplier for a period of one year from the date of cancellation. A Prequalified Supplier whose Prequalification was cancelled under clause 14(a)(viii) or clause 14 (a)(ix) is disqualified from obtaining or applying for Prequalification.

1. Right of review

An Applicant or Prequalified Supplier (as the case may be) may seek a review of the Department’s decision to:

refuse to accept an Application for Prequalification;

suspend the Prequalification status of a Prequalified Supplier; or

cancel the Prequalification status of a Prequalified Supplier.

A request for review of a decision must be submitted to the Department within 10 Business Days of the Department’s notification of the decision and must provide full details of the reasons for the request for review. Requests should be submitted in writing to:

*The Executive Director, Strategic Sourcing
Department of Treasury & Finance
Level 6, 1 Macarthur Street, Melbourne, Victoria 3002*

The Department must, as soon as practicable after receipt of the request, determine the request and make such decision as it thinks appropriate. The Department’s decision will be final and binding on the Applicant or Prequalified Supplier (as the case may be). The Department:

will notify the Applicant or Prequalified Suppler (as the case may be) of the decision by notice in writing;

is not required to provide reasons for its decision; and

will not be liable for any costs or damages incurred in the exercise of any discretion or the making of any decision.

# Part 7 – Acceptance of conditions and contract terms

1. Conditions of engagement

Prequalification entitles a Prequalified Supplier to perform services only within its category or categories of Prequalification.

For the avoidance of doubt, the Prequalified Supplier must comply with any Agreement between it and a Participating Agency (including, without limitation, the Standard Marketing Services Terms) in the event that the parties sign a Purchase Order following the exchange of a Request for Quote and Supplier’s Proposal.

A Participating Agency may request that a Prequalified Supplier provide referees. If the Participating Agency makes such a request, the Prequalified Supplier agrees:

to provide details of its referees to a Participating Agency as soon as possible after the request;

that the Participating Agency may contact the referees and discuss the Prequalified Supplier’s capability, expertise and performance in relation to services performed by the Prequalified Supplier for the relevant referee.

A Participating Agency may request that the Prequalified Supplier provide evidence that it has sufficient experience to deliver the Services described in the Request for Quote.

# Part 8 – Miscellaneous

1. Warranties

The Applicant’s or Prequalified Supplier’s representative (as the case may be) warrants to the Department and each Participating Agency that:

they are authorised to submit the Application on behalf of the Applicant;

the Applicant is not the subject of an Insolvency Event;

the Applicant is not subject to legal proceedings;

the Applicant’s representative and the Applicant have read the Privacy Statement, accept the terms and provide the warranties set out in the Privacy Statement; and

any representations and warranties made or given by the Applicant in connection with the Application or subsequently, were and remain accurate throughout the term of the Prequalification.

1. Change of circumstances

A Prequalified Supplier must immediately notify the Department of any significant change in its financial capacity, technical capability, or ownership status by notice in writing setting out the fully details of the change. The notice must be sent to:

*The Category Manager**dtfmarketingservicesadmin@dtf.vic.gov.au*

A Prequalified Supplier must ensure that contact details or addresses are kept up to date in the *VendorPanel* system.

For the avoidance of doubt, the Prequalified Supplier acknowledges that it is responsible for ensuring that any details published on the Register pertaining to it (including, without limitation, insurance details) are correct and amending that information as necessary.

1. Solicitation

A Prequalified Supplier must not use its Prequalification status on the Register to unreasonably solicit Participating Agencies for business.

1. Use of Prequalification status for advertising and promotion

An Applicant may not use any information relating to its Application or any subsequent Prequalification in its advertising or promotional material or publish such information in any form without the express written consent of the Department or the relevant Participating Agency.

A Prequalified Supplier may generally promote its credentials and relevant experience via the *VendorPanel* or any subsequent eProcurement system in use for the Register in accordance with its Application.

1. Confidentiality and Privacy

The Department will treat as confidential any information of or relating to an Applicant or Prequalified Supplier submitted in an Application which is designated in writing by the Applicant or Prequalified Supplier (as the case may be) as confidential to the Applicant or Prequalified Supplier. The Department will not disclose any such information unless:

the disclosure is required for the purpose of briefing Ministers or the Government;

the disclosure is required for the Department to respond to a request from the Victorian Auditor General’s Office, internal audit or a Government integrity body;

compelled to do so by law;

the information is already legally in the public domain; or

the Prequalified Supplier has consented to the disclosure.

The Prequalified Supplier acknowledges that any information provided in its Application (except for any information expressly designated in writing by the Prequalified Supplier as confidential to the Prequalified Supplier) will be published on *VendorPanel* or any subsequent eProcurement system in use. No responsibility is accepted by the Department for any consequences arising from the publication of any such information.

Information relating to Prequalified Suppliers published on the Register in accordance with these Prequalification Terms will only be made available to authorised representatives of Participating Agencies upon registration on behalf of that Participating Agency (**Agency Registration**). Participating Agencies will deal with the information in accordance with their confidentiality obligations under the Agency Registration.

The Department and Participating Agencies may share General Performance Information collected pursuant to these Prequalification Terms with each other and other Participating Agencies for the purpose of monitoring performance and to determine continued eligibility for Prequalification.

The Prequalified Supplier will (and will ensure that its employees, agents and advisers will):

use and reproduce any confidential information of any one or more of the Department, a Participating Agency or the State only to perform its obligations in relation to the Register; and

not disclose or otherwise make available the confidential information of any one or more of the Department, a Participating Agency or the State, other than to personnel who have a need to know the information to enable the Prequalified Supplier to perform the Register services.

The Prequalified Supplier agrees, and must ensure that its employees, agents and subcontractors observe all applicable privacy laws with respect to any act done, or practice engaged in, by the Prequalified Supplier in respect of the Register.

1. Termination of Register

The Department may, in its absolute discretion, terminate the Register with 90 days’ notice in writing to Prequalified Suppliers. In addition, the Department will publish notice of such termination on the Buying for Victoria website.

1. Notices

Subject to anything else in these Prequalification Terms, any notice which the Department is required to provide to an Applicant or a Prequalified Supplier will be provided by electronic mail and sent to the email address set out in the Application (in relation to an Applicant) or on the Register (in relation to a Prequalified Supplier).

1. Record retention and reporting

Prequalified Suppliers must keep true and particular records of all Services performed in accordance with Agreements entered into pursuant with this Register. Without limiting Prequalified Suppliers’ obligations in this regard, Prequalified Suppliers must retain records of:

all Requests for Quote received;

all Supplier Proposals prepared and submitted in response to Requests for Quote; and

details of all Agreements entered into, including, for example, the number of Agreements, the names of the relevant Purchasers, the quote included in the Supplier Proposal, and the final invoiced amount.

All records retained in accordance with these Prequalified Terms must be kept for a period of seven years following the termination of the Register.

The Department may, from time to time, request reports from Prequalified Suppliers detailing the information described in this **clause 24**.

# Part 9 – Definitions and interpretation

1. Definitions

Unless the context otherwise requires, capitalised terms have the following meaning:

**Applicant** means an entity that has submitted an Application to become a Prequalified Supplier to be admitted on the Register.

**Application** means an application for Prequalification in the form prescribed by the Department.

**Category Manager** means the person nominated by the Department from time to time.

**Department** means the Department of Treasury and Finance, for and on behalf of the State.

**Government Policy** means the policy of the government of Victoria.

**Insolvency Event** means gone into liquidation or a receiver, receiver and manager or mortgagee’s or chargee’s agent is appointed or becomes subject to any form of insolvency administration or arrangement, or in the case of an individual, becomes bankrupt or enters into a scheme or arrangement with creditors.

**Participating Agency** means:

a public sector body as defined in section 4 of the *Public Administration Act 2004* (Vic) and each office holder as defined in section 16 of the *Public Administration Act 2004* (Vic);

a Government Owned Entity, meaning a statutory corporation, a State owned company, a State body or a State business corporation as those terms are defined in the *State Owned Enterprises Act 1992* (Vic), as amended from time to time;

a ‘Council’ as defined in the *Local Government Act 1989* (Vic), as amended from time to time;

an entity which receives the majority of its funding from any of the entities listed in paragraphs (i) to (iii) or any entity under the control of any of the entities listed in paragraphs (i) to (iii); or

an entity which is located in Victoria and:

listed in the Victorian Government Directory, as amended from time to time; or

approved in writing by the Department as being a Participating Agency for the purposes of these Prequalification Terms,

but excludes the Commonwealth, a Territory, the Crown in right of a State other than Victoria, and an agency of instrumentality of any of them.

**Prequalification** means the status given to a successful Applicant under the Prequalification Terms and Prequalified has a corresponding meaning.

**Prequalification** **Requirements** means the mandatory requirements, including those set out in the Application and the Scope, that an Applicant must meet in order to achieve and maintain Prequalification.

**Prequalification Terms** means these terms, including all Annexures, giving effect to the Prequalification on the Register.

**Prequalified Supplier** means a supplier who has applied for and been granted Prequalification in one or more categories of the Register

**Privacy Statement** means the statement published as [www.dtf.vic.gov.au/Legal/Privacy](https://www.dtf.vic.gov.au/Legal/Privacy), as amended from time to time.

**Register** means the register of Prequalified Suppliers administered by the Department.

**Scope** means the scope of services, including any relevant performance requirements, technical constraints, warranties and quality standards, as set out in Part 3.

**State** means the State of Victoria.

1. Terms not defined in these Prequalified Terms

Capitalised terms used in these Prequalification Terms but not defined in these Prequalified Terms will have the meaning given to those terms in the Standard Marketing Services Terms.

1. Interpretation

Unless expressed to the contrary,

‘including’ and similar expressions are not words of limitation;

if a word or phrase is defined its other grammatical forms have corresponding meanings;

where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning; and

headings are for convenience only