*Text Legend* *Delete this legend before finalising the document*

*Red text is an instruction and should be deleted after reading*

*Blue text should be edited or deleted as required.* *Change Blue text to Black if keeping*

*Black text should generally be considered as fixed text*

Request

[Products and services procurement templates - Request]

REQUEST TITLE:

[Insert Request Title Here]

REQUEST NUMBER:

[insert the Request Number]

CLOSING TIME:

2:30 PM [insert the Closing Date], Western Australia

ISSUED BY THE CUSTOMER:

**[Director General [OR] Chief Executive Officer, of the (insert Public Authority Name)]**

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PART A – REQUEST NO [Insert Request Number]

# INTRODUCTION

## BACKGROUND

*[Provide an overview of the proposed contract, where products/services are to be delivered, proposed contract period and other relevant contract information. Corporate information is not required.]*

## SUBMISSION OF OFFER

*[Do not change this clause number as it is referenced in the Request Conditions]*

### HAND AND POST LODGEMENT

*[Due to COVID-19, electronic tender lodgement is strongly encouraged and the option for submission of hardcopies by hand or post is discouraged.* *Any agency who considers hardcopy submission to be critical should discuss with Tendering Services or their tender box operators, as applicable, prior to issuing the Request].*

The Respondent may not submit the Offer by hand or post.

[OR if hand or postal lodgement is critical]

*[Where lodgement of an Offer, by hand, post and/or fax, is going to be at the Agency then the Agency is to ensure it has in place appropriate procedures for the receipt, opening and registration of offers to safeguard their security and confidentiality]*

The Respondent may submit the Offer:

|  |  |
| --- | --- |
| By hand at: | By post at: |
| **[insert Agency address for hand submission OR Tendering Services, Optima Centre,16 Parkland Road, OSBORNE PARK WA 6017.]** | **[insert Agency address for postal submission OR Tendering Services, Locked Bag 11, OSBORNE PARK BC WA 6916]** |

If the Respondent submits the Offer by hand or post, the Respondent must submit the Offer to the relevant addresses above and provide One (1) unbound copy marked “Original Copy” and provide [insert number] (X) copies.

### FACSIMILE LODGEMENT

*[Please ensure that any Request closing at Tendering Services is marked "Offers may not be submitted by facsimile"]*

The Respondent may submit the Offer by facsimile at **[insert Agency's fax number]**.

[OR]

Offers may not be submitted by facsimile.

### ELECTRONIC LODGEMENT

The Respondent may submit the Offer electronically by uploading at: www.tenders.wa.gov.au.

Tenders WA can facilitate the uploading of files to a maximum 100MB limit per upload request.

The Respondent must be registered on Tenders WA to submit an offer electronically.

Guidelines to assist Respondents with registering on Tenders WA and lodging an Offer electronically can be downloaded at [www.tenders.wa.gov.au](http://www.tenders.wa.gov.au) by following the links ‘Help’ > ‘Help Guides’ > ‘Suppliers Help Guides’.

*[OR]*

Offers may not be submitted electronically

### Conditions regarding the submission of Offers (including late lodgement and mishandling) are contained in the Request Conditions.

## OFFER VALIDITY PERIOD

The Offer Validity Period is for a period of [insert number] months.

## TENDERS WA

The Respondent may register (free) for the Tenders WA website to ensure that the complete Tender has been downloaded including any and all addenda.

## BRIEFING

*[Delete this clause if a briefing is not required]*

A [mandatory / non-mandatory] briefing to Respondents will be conducted at:

Date: [Insert Date]

Time: [Insert time] AM/PM Western Australia

Location:

The Respondent is requested to confirm its attendance by no later than [time] [AM/PM], Western Australia [& date] by contacting [contact person’s name and phone number].

[Only insert the following paragraph if the briefing is mandatory]

**Failure to attend the Request briefing will result in the Offer being ineligible for further consideration.**

## CONTACT PERSONS

Different enquiries can be best dealt with by the most appropriate contact, shown below.

The Respondent must not contact any other person within Government or any consultant engaged in relation to this Request to discuss this Request.

**CONTRACTUAL AND ROUTINE ENQUIRIES:**

Name:

Title:

Telephone:

E-mail:

**TECHNICAL / CUSTOMER ENQUIRIES:**

Name:

Title:

Telephone:

E-mail:

ADVICE ON DELIVERING OFFERS:

Name: Tendering Services

Telephone: (08) 6551 2345

[OR your agency contact and delete the above]

Name: [Insert name]

Telephone: [Insert phone number]

Facsimile: [Insert fax number]

*[Delete the following paragraph if not applicable, ie. not advertised on Tenders WA, no option to submit offers via upload to Tenders WA]*

ADVICE ON USING TENDERS WA:

Name: Procurement Systems Support

Telephone: (08) 6551 2020

## REQUEST CONDITIONS

The “Request Conditions” are contained in the Part A of the *Request Conditions and General Conditions of Contract* [August 2019] located at [www.wa.gov.au/government/publications/request-conditions-and-general-conditions-of-contract](https://www.wa.gov.au/government/publications/request-conditions-and-general-conditions-of-contract) and contain important provisions regarding the nature of this Request and the consequences of the Respondent submitting an Offer. The Respondent is deemed to have read and considered the Request Conditions prior to submitting an Offer.

# SELECTION PROCESS

## SELECTION PROCESS

Value for Money is a key State Supply Commission policy objective to ensure that when purchasing products and/or services, Public Authorities achieve the best possible outcome, for every dollar spent, by assessing the costs and benefits of, and the risks inherent in, an Offer, rather than simply selecting the lowest Offered Price.

In determining Value for Money, the Contract Authority or Customer will:

1. apply relevant State Supply Commission and Government policies to the assessment of Offers;
2. require Offers to meet the Pre-Qualification Requirements in Section 3 in Part B;
3. assess Offers against the Compliance and Disclosure Requirements in Section 4 in Part B;
4. assess Offers against the Qualitative Requirements in Section 5 in Part B;
5. assess Offers against the Insurance Requirements in Section 6 in Part B; and
6. assess the Offered Prices, which includes assessing the Offered Price and Pricing Requirements in Schedule 3.

The determination of Value for Money will require a consideration of all of the above factors and any other matters that the Contract Authority or Customer considers relevant.

## STATE SUPPLY COMMISSION AND GOVERNMENT POLICIES

The following State Supply Commission policies apply to this Request:

1. Value for Money;
2. Probity and Accountability;
3. Open and Effective Competition; and
4. Sustainable Procurement.

The following Government policies apply *OR* policy applies [Amend as appropriate] to this Request:

1. Buy Local Policy; including the Addenda; and

*[Include the following statement if the procurement has a metropolitan contract delivery point and is valued at $1,000,000 or above OR if the procurement has a regional contract delivery point and is valued at $500,000 or above. For further information on the Western Australian Participation Strategy, go to the WA Industry Link website (*[*https://industrylink.wa.gov.au*](https://industrylink.wa.gov.au/)*).]*

1. Western Australian Industry Participation Strategy.

The Buy Local Policy can be viewed and downloaded at [www.wa.gov.au/government/publications/buy-local-policy](https://www.wa.gov.au/government/publications/buy-local-policy) or copies of these policies are available from the State Supply Commission (telephone (08) 6551 1500). [Delete if WAIPS is not applicable]The WAIPS can be downloaded at the Industry Link Advisory Service (ILAS) website (<https://industrylink.wa.gov.au>).

*[Include the following statement if the procurement is valued at $680,000 or above. The inclusion of this statement is required due to the agreement of the State of Western Australia to be bound by the Government Procurement chapters of the Free Trade Agreements that the Australian Government has entered into with the United States, Chile, Korea, Japan and Singapore. For further information on the FTAs, go to* [*www.wa.gov.au/government/publications/free-trade-agreement-guidelines*](https://www.wa.gov.au/government/publications/free-trade-agreement-guidelines) *and download the FTA Guidelines document.]*

This Request is a covered procurement under the Australia-United States Free Trade Agreement (AUSFTA), the Australia-Chile Free Trade Agreement (ACl-FTA), the Korea-Australia Free Trade Agreement (KAFTA), the Japan-Australia Economic Partnership Agreement (JAEPA) and the Singapore-Australia Free Trade Agreement (SAFTA).

SCHEDULE 1 - CUSTOMER CONTRACT DETAILS

|  |  |
| --- | --- |
| 1. **Customer**
 | The Customer is specified on the front page of this Request. |
| 1. **The Term of the Customer Contract**
 | The Term of the Customer Contract is [insert number of months or years]. [If a period contract with extension options, clauses 4 and 5 below must be included][OR]The Term will commence on the Commencement Date and will expire when the Services have been supplied in accordance with Clause 6 of the General Conditions.[OR]The Term will commence on the Commencement Date and will expire when the Products have been supplied in accordance with Clause 7 of the General Conditions. |
| 1. **Commencement Date**
 | The Customer will notify the Contractor of the Commencement Date in the Letter.[OR]The Customer and the Contractor will agree on the Commencement Date and the Customer will confirm the agreed Commencement Date in the Letter.[OR]The Commencement Date is [insert date]. |
| [If you have chosen the first option in clause 2 and wish to establish a period contract with extension options, include clauses 4 and 5 below] |
| 1. Extensions
 | The Customer has [insert number] options to extend the Term, each option having a one (1) year duration. |
| 1. Notice of Extension
 | [insert period of notice] [OR]Clause 3.4 of the General Conditions applies. |
| 1. Price Variation
 | The Price is fixed for the Term.[OR option 2]The Price is fixed for the first year of the Term.On each anniversary of the Commencement Date, the Price will be varied by the Consumer Price Index (Consumer Price Index, Australia (Cat No 6401.0): 1 All Groups, Index Numbers – Perth).[OR option 3]The Price is fixed for the first year of the Term.The Price will be varied after the first year of the Term on [SPECIFY DATE] by [SPECIFY MECHANISM].[Important Note: If price variations are linked to exchange rate variations seek advice on the financial risk involved from the WA Treasury Corporation (WATC) at www.watc.wa.gov.au or on (08) 9235 9100.][The following text must be included if option 2 or 3 above are used]The Contractor shall apply in writing for the Customer’s approval each time a revised price is to be applied to the Customer Contract. Twenty one (21) days prior notice is required for a price variation request. Documentation will be required to justify applications for revised Customer Contract prices during the term of the Customer Contract.No price variation is payable unless and until approved by the Customer.Any request by the Contractor for back-payment of price variations will not be considered. |
| IMPORTANT NOTE: Insurance requirements should be determined by an insurable assessment of the contract risk (and after consultation with the Insurance Commission of WA, if required – Ph: 9264 3333). Examples of Insurance requirements set out below: (DELETE INDIVIDUAL INSURANCES IF NOT APPLICABLE) |
| 1. Public Liability
 | Public liability insurance covering the legal liability of the Contractor and the Contractor’s Personnel arising out of the Services for an amount of not less than [$20 million] for any one occurrence and unlimited in the number of occurrences happening in the period of insurance. |
| 1. Public and Product Liability
 | Public and products liability insurance covering the legal liability of the Contractor and the Contractor’s Personnel arising out of the Products and / or Services for an amount of:1. not less than [$20 million] for any one occurrence;
2. unlimited in the number of occurrences happening in the period of insurance for public liability; and
3. limited in the annual aggregate to [$20 million] for products liability.
 |
| 1. Professional Indemnity
 | Professional indemnity insurance covering the legal liability of the Contractor and the Contractor’s Personnel under the Customer Contract, arising out of any act, negligence, error or omission made or done by or on behalf of the Contractor, or any subcontractor in connection with the Contract for a sum of [$1 million - $5 million] for any one claim and in the annual aggregate, with a provision of one automatic reinstatement of the full sum insured in any one period of insurance.Professional indemnity insurance required under this clause must include:1. fraud and dishonesty;
2. defamation;
3. infringement of intellectual property rights;
4. loss of or damage to documents and data; and
5. breach of Australian Consumer Law.
 |
| 1. **Workers’ Compensation**
 | Workers’ compensation insurance in accordance with the provisions of the *Workers’ Compensation and Injury Management Act 1981* (WA), including cover for common law liability for an amount of not less than **$50 million** for any one occurrence in respect of workers of the Contractor. The insurance policy must be extended to cover any claims and liability that may arise with an indemnity under section 175(2) of the *Workers’ Compensation and Injury Management Act 1981*. |
| 1. Motor vehicle third party
 | The $30 million coverage stated in this clause should be reassessed where the nature of the use of the vehicle may require a higher limit, for example, fuel cartage.Motor vehicle third party insurance covering legal liability against property damage and bodily injury to, or death of, persons (other than compulsory third party motor vehicle insurance) caused by motor vehicles used in connection with the Products and / or Services for an amount of not less than $30 million for any one occurrence or accident. |
| 1. Compulsory third party
 | Compulsory third party insurance as required under any statute relating to motor vehicles used in connection with the Products and / or Services. |
| 1. Technology (Cyber) Liability
 | The inclusion of this insurance type should be considered for procurements, **when as part of a detailed risk assessment**, a cyber liability exposure is identified.The risks covered by Technology (Cyber) Liability insurance include the Respondent’s legal liability following a “cyber attack” for claims arising from:o the public disclosure of personal or corporate informationo liability, loss of, damage or destruction to any property (including data) whilst in the care, custody or control of the Respondento a breach of confidentiality or privacyo any act or omission by an unauthorised person or entity resulting in loss of, damage or destruction to the computer system (including hardware, software and data) owned or used by the Respondent.Where it is believed this insurance type may need to be included, contact the Insurance Commission of WA to discuss and, as applicable, obtain the clause to be inserted here.If the clause is added here, the insurance type will need to be added to the Customer Contract Insurance Requirements table at section 6. |
| 1. **Contract Management Requirements**
 | *Supplier Performance Management requirements should be considered and included here. Refer to the Supplier Performance Management Framework located at* [*www.wa.gov.au/government/collections/goods-and-services-procurement-practice-resources*](https://www.wa.gov.au/government/collections/goods-and-services-procurement-practice-resources)*.*Customer’s Representative [insert details]Customer’s address and email details[insert details]Reporting [insert details]Meetings [insert details]Key Performance Indicators [insert details] |
| 1. **Confidential Information**
 | [**IMPORTANT NOTE**: If there is any particular information that the Contractor must treat as confidential, insert the first option below and specify that particular information. If there is not any particular information that the Contractor must treat as confidential, insert the second option below. ]The Customer specifies the following information to be “Confidential Information” under paragraph (b) of the definition of “Confidential Information” in clause 2.1 of the General Conditions: [Insert confidential information] OR (second option). For the purposes of paragraph (b) of the definition of “Confidential Information” in clause 2.1 of the General Conditions, there is no information that is specified by the Customer as confidential. |
| 1. **Police Clearance**
 | Clause 18.4 of the General Conditions applies.OR Clause 18.4 of the General Conditions does not apply. |
| 1. **Confidential Declaration – Prevention of Paedophilia**
 | Clause 18.5 of the General Conditions applies. OR Clause 18.5 of the General Conditions does not apply. |
| 1. **Warranties**
 | The Contractor must give, or ensure the Customer has the benefit of, the following warranties: [Insert warranties] If the warranty specified exceeds the Term of the Customer Contract, the warranty survives the expiry or termination of the Customer Contract.OR For the purposes of clause 19.5 of the General Conditions, no warranties are specified. |
| 1. **Intellectual Property Owner**
 | IMPORTANT NOTE: Under clause 23.1 of the General Conditions, the owner of Intellectual Property Rights in New Material is the State of Western Australia, unless otherwise specified. If the owner is to be an entity other than the State (e.g. a particular statutory authority), specify that entity in this Special Condition. Clause 23.1 (a) of the General Conditions applies. OR[ ] is the owner of the Intellectual Property Rights in New Material for the purposes of clause 23.1 of the General Conditions. OR If the owner of Intellectual Property Rights in New Material is to be the Contractor, use this Special Condition. The Contractor is the owner of the Intellectual Property Rights in New Material for the purposes of clause 23.2 of the General Conditions. |
| 1. **Working Papers**
 | Clause 23.1 (e) of the General Conditions applies.OR Copyright and property in all Working Papers vest in the Contractor. |
| 1. **Publicity**
 | IMPORTANT NOTE: Under clause 24.4 of the General Conditions, the Contractor may not use the name or logo of the Customer or any other Public Authority without the requisite prior written consent. If there is "any other Public Authority", specify in this Special Condition. [ ] is specified for the purposes of clause 24.4 of the General Conditions. OR For the purposes of clause 24.4 of the General Conditions, no other Public Authority is specified. |
| 1. **Government Policies**
 | IMPORTANT NOTE: If the Request requires the Contractor to comply with Government Procurement Policies, then insert the first option below and specify the relevant policies.If not applicable insert the second option below. The following obligations are obligations relating to Government procurement policies for the purposes of clause 32 of the General Conditions: OR (second option) For the purposes of clause 32 of the General Conditions, no obligations relating to Government procurement policies are specified. |
| 1. **Western Australian Industry Participation Strategy – Requirements For Exempted WAIPS Contracts**
 | *IMPORTANT NOTE**Include where:** *the estimated total contract value is $1 million and above (metropolitan delivery point), or $500,000 and above (regional Western Australia delivery point); and*
* *an exemption from inclusion of the Standard Participation Plan as a qualitative requirement HAS been granted by the Director General, Department of Jobs, Tourism, Science and Innovation.*
1. **Exemption Reporting**
	1. The Contractor must submit a completed Exemption Reporting for WAIPS Contracts report to the Customer:
		1. annually (**Annual Report**); and
		2. upon the expiry of the Customer Contract (**Final Report**),

in accordance with this clause.* 1. Each report submitted under subclause a i must use the form of, and must address the matters outlined in, the Exemption Reporting Template for WAIPS Contracts (**Exemption Reporting Template for WAIPS Contracts**) which is available to download from the Industry Link portal at <https://industrylink.wa.gov.au/resources-library>.
	2. Subject to subclause a iv below, the Contractor must submit:
		1. an Annual Report on the anniversary of the Commencement Date, or on such other date each year as is notified by the Customer to the Contractor; and
		2. a Final Report no later than two months after the expiry of the Customer Contract.
	3. Where the Customer Contract is 12 months or less, only one report from the Contractor is required, being the Final Report, which the Contractor must submit in accordance with subclause a iii (B).
	4. The report required by this clause must be endorsed and verified as being true and correct by the Contractor’s Chief Executive Officer, Managing Director or equivalent.
1. **Use of Information**

The Customer may use or disclose the reports provided under this clause for the legitimate purposes of or relating to government or the business of government.1. **Clause** **survives**

This clause survives the termination or expiration of the Customer Contract. |
| 1. **Western Australian Industry Participation Strategy – Requirements For Standard Participation Plans**
 | *IMPORTANT NOTE**Include where:** *the estimated total contract value is $1 million and above (metropolitan delivery point), or $500,000 and above (regional Western Australia delivery point); and*
* *an exemption from inclusion of the Standard Participation Plan as a qualitative requirement HAS NOT been sought and granted by the Director General, Department of Jobs, Tourism, Science and Innovation.*
1. **Standard Participation Plan Reporting**
	1. The Contractor must submit a completed Standard Participation Plan report to the Customer:
		1. annually (**Annual Report**); and
		2. upon the expiry of the Customer Contract (**Final Report**),

in accordance with this clause.* 1. Each report submitted under subclause a i must use the form of, and must address the matters outlined in, the Standard Participation Plan Reporting Template (**Standard Participation Plan Reporting Template**) which is available to download from the Industry Link portal at[www.industrylink.wa.gov.au > Participation Plans > Reporting](https://industrylink.wa.gov.au/participation-plans/reporting-for-participation-plans).
	2. Subject to subclause a iv below, the Contractor must submit:
		1. an Annual Report on the anniversary of the Commencement Date, or on such other date each year as is notified by the Customer to the Contractor; and
		2. a Final Report no later than two months after the expiry of the Customer Contract.
	3. Where the Customer Contract is 12 months or less, only one report from the Contractor is required, being the Final Report, which the Contractor must submit in accordance with subclause a iii (B).
	4. The report required by this clause must be endorsed and verified as being true and correct by the Contractor’s Chief Executive Officer, Managing Director or equivalent.
1. **Use of Information**

The Customer may use or disclose the reports provided under this clause for the legitimate purposes of or relating to government or the business of government.1. **Clause survives**

This clause survives the termination or expiration of the Customer Contract. |
| 1. **Disability Access and Inclusion Plan**
 | Note: this clause should only be used if the Customer is required to have a Disability Access and Inclusion Plan (DAIP) under the Disability Services Act 1993 (In which case, the Customer must take all practicable measures to ensure that the DAIP is also implemented by the Contractor. The DAIP only applies to services provided to the public. It does not apply to services provided by the Contractor directly to the Customer e.g. cleaners, re-wiring of telephones etc.). If the Customer Contract involves the supply of Services to the public, then the Contractor will:1. to the extent practicable, implement the Customer’s “Disability Access and Inclusion Plan” prepared under the *Disability Services Act 1993*; and
2. provide a report to the Customer by [insert date] in each year of the Term reporting on the extent to which the Contractor has implemented the Customer’s Disability Access and Inclusion Plan.
 |
| 1. **Pro Bono Legal Services**
 | [IMPORTANT NOTE: This condition and Appendix 1 must be included in all Requests where the Contractor will be providing legal services to the State of Western Australia.]As a condition of provision of Services under this Contract, the Contractor must provide Pro Bono Legal Services in accordance with the Pro Bono Appendix in Appendix 1. This condition includes compliance with reporting requirements as set out in Appendix 1. |

SCHEDULE 2 - SPECIFICATION / STATEMENT OF REQUIREMENTS

# STATEMENT OF REQUIREMENTS

[insert brief description of the product/project/services to be carried out]

# SPECIFICATION

[insert detailed description of the specification of product/project/services to be carried out]

[Clearly set out the request for Products and / or Services.]

## PRODUCTS

The following are some suggestions that may be considered:

* Product/quality description with the possible inclusion of a minimum technical specifications table.
* Quantities required or specify an estimated number required annually.
* Samples to be supplied (if required) – at no cost, when and where they are to be provided and sample returns.
* Delivery Free into Store, date, time and location of deliveries.
* Ordering arrangements.
* Warranties.
* Installation (if required).
* Training (if required).
* Post warranty maintenance.
* Any special payment provisions and where invoices are to be submitted.
* Contract Management requirements: rectification of unsatisfactory work – contract meetings – any performance indicators.

## SERVICES

The following are some suggestions that may be considered:

* Description – objectives – tasks of the services.
* Quality standards that may be required.
* Where the services are to be performed.
* Outline of methodology.
* Indicative hours (if applicable).
* Any material to be provided by the Customer.
* Stakeholder consultations.
* Service outcomes: project timetable – development of a project plan – deliverables – reports (when they required both draft and final – whether progress reports are required – are presentations to the Customer required –format of report – number of copies).
* Any special payment provisions and where invoices are to be submitted.
* Contract management requirements: rectification of unsatisfactory work – contract meetings – any performance indicators.

PART B – CONTENT REQUIREMENT AND RESPONDENT’S OFFER

PART B SHOULD BE COMPLETED BY THE RESPONDENT AND RETURNED TO THE CONTRACT AUTHORITY OR CUSTOMER (REFER ‘SUBMISSION OF OFFER’ REQUIREMENTS OF CLAUSE 2.1 IN THE REQUEST CONDITIONS).

# NOTE TO RESPONDENT

In preparing its Offer, the Respondent must:

1. address each requirement in the form set out in this Part B;
2. take into account the Customer Contract requirements, as explained in the Customer Contract Details. The Respondent must read these in conjunction with the General Conditions.
3. in respect of the Qualitative Requirements in Section 5 in this Part B, provide full details of any claims, statements or examples;
4. assume that the Contract Authority or Customer has no knowledge of the Respondent, its activities, experience or any previous work undertaken by the Respondent for the Contract Authority, Customer or any other Public Authority; and
5. nominate any Offer Information that the Respondent wishes to expressly and reasonably nominate as confidential for the purposes of the Request Conditions.

# IDENTITY OF RESPONDENT

The Respondent must provide the following details:

|  |
| --- |
| **RESPONDENT TO COMPLETE**: |
| 1. Name of Legal Entity:
 |   |
| 1. ACN (if a company):
 |   |
| 1. Registered address of Company or address of principal place of business if no registered address:
 |    |
| 1. Business Name:
 |   |
| 1. ABN:
 |   |
| 1. Contact Person:
 |   |
| 1. Contact Person Position Title:
 |   |
| 1. Email:
 |   |
| 1. Telephone:
 |   |
| 1. Address and email for service of contractual notices:
 |    |

**NB: The Offer does not require the Respondent’s signature**.

# PRE-QUALIFICATION REQUIREMENTS

There are no pre-qualification requirements for this Request.

*[OR]*

The Contract Authority or Customer will not consider any Offer that does not meet all of the following Pre-Qualification Requirements:

*THESE SHOULD BE SPECIFIED WITH EXTREME CAUTION*

1. (for example) QUALITY

[Requesting that Respondents have certification to the AS/NZS ISO 9001:2016 Quality Management Systems standard (or similar standards) is appropriate for complex, high risk and high value procurements, particularly those requiring specialist skills, knowledge, innovation or design that may affect departmental programs. Unless there is a specific need for this standard, do not request it]

|  |
| --- |
| The Respondent must provide a management system certified as complying with the requirements of AS/NZS ISO 9001:2016 – Quality Management Systems – Requirements. The Respondent’s scope of registration must include **[state specific requirement]** [Design / Standard].**RESPONDENT TO COMPLETE:**Does the Respondent have a quality management system that complies with the quality assurance requirements specified in this clause? |
| Yes [ ]  | No [ ]  |

1. (for example) ATTENDANCE AT MANDATORY BRIEFING

|  |
| --- |
| The Respondent, or its representative, must have attended the mandatory briefing described in clause 1.5 of Part A**RESPONDENT TO COMPLETE:**(for example) Did the Respondent attend the mandatory briefing? |
| Yes [ ]  | No [ ]  |

1. (for example) LICENSING OR STATUTORY APPROVAL REQUIREMENTS

|  |
| --- |
| **RESPONDENT TO COMPLETE:**(for example) Is the Respondent licensed as required, or able to attain the statutory approvals as required? |
| Yes [ ]  | No [ ]  |

# COMPLIANCE AND DISCLOSURE REQUIREMENTS

The Contract Authority or Customer will, in its Value for Money assessment, consider the extent to which the Offer satisfies the following Compliance and Disclosure Requirements. The Contract Authority or Customer reserves the right to reject any Offer that does not properly address any of the Compliance and Disclosure Requirements, and/or which contains material departures from the Customer Contract Details and/or General Conditions.

a) **Compliance**

(i) **Customer Contract Details**

|  |
| --- |
| The Respondent must confirm whether it will comply with the Customer Contract Details (excluding the General Conditions and Schedules). If the Respondent will not comply with any clause of the Customer Contract Details, the Respondent must set out:1. the clause it will not comply with;
2. the extent of non-compliance – including the alternative clause, if any, or a description of any changes it requires to the Customer Contract Details; and
3. the reason for non-compliance.

**RESPONDENT TO COMPLETE:**Does the Respondent agree to the Customer Contract Details? |
| Yes [ ]  | No [ ]  |
| If no, provide details: |

(ii) **General Conditions / Schedules**

|  |
| --- |
| The Respondent must confirm whether it will comply with the General Conditions and Schedules. If the Respondent will not comply with any of the General Conditions and Schedules, the Respondent must set out:* + 1. the General Condition / Schedules it will not comply with;
		2. the extent of non-compliance – including the alternative clause, if any, or a description of any changes it requires to the General Conditions / Schedules; and
		3. the reason for non-compliance.

**RESPONDENT TO COMPLETE:**Does the Respondent agree to the General Conditions/Schedules? |
| Yes [ ]  | No [ ]  |
| If no, provide details: |

b) **DISCLOSURES**

(i) **Participants (including subcontractors)**

|  |
| --- |
| **RESPONDENT TO COMPLETE:**Is the Respondent acting as an agent or trustee for another person or persons? |
| Yes [ ]  | No [ ]  |
| If yes, provide details: |
| ANDIs the Respondent acting jointly or in association with another person or persons? |
| Yes [ ]  | No [ ]  |
| If yes, provide details: |
| ANDHas the Respondent engaged, or does the Respondent intend to engage, another person or persons as a subcontractor in connection with the supply of the Services? |
| Yes [ ]  | No [ ]  |
| If yes, provide details: |

(ii) **Criminal Convictions**

|  |
| --- |
| The Respondent must confirm that neither the Respondent nor any person included in the Specified Personnel has been convicted of a criminal offence that is punishable by imprisonment or detention.**RESPONDENT TO COMPLETE:**Has the Respondent or any person included in the Specified Personnel been convicted of a criminal offence that is punishable by imprisonment or detention? |
| Yes [ ]  | No [ ]  |
| If yes, provide details: |

(iii) **Conflict of Interest**

|  |
| --- |
| The Respondent must declare and provide details of any actual, potential or perceived conflict of interest.**RESPONDENT TO COMPLETE:**Does the Respondent have any actual, potential or perceived conflict of interest in relation to the performance of the Customer Contract (if awarded) by the Respondent? |
| Yes [ ]  | No [ ]  |
| If yes, the reasons why: |

(iv) **Small Business, Australian Disability Enterprise (ADE) and/or Aboriginal Business**

|  |
| --- |
| **RESPONDENT TO COMPLETE:**Respondent is required to disclose whether it is a: |
| 1. small business that employs less than twenty (20) people; and/or
 |
| Yes [ ]  | No [ ]  |
| 1. registered Australian Disability Enterprise (ADE) – registered means to be listed as an approved ADE on the Australian Disability Enterprises website at: [*http://buyability.org.au/directory/*](http://buyability.org.au/directory/); and/or
 |
| Yes [ ]  | No [ ]  |
| 1. registered Aboriginal business – the business is to be registered on the Aboriginal Business Directory WA at: [*http://www.abdwa.com.au/*](http://www.abdwa.com.au/) and/or on Supply Nation’s Indigenous Business Direct at [*http://supplynation.org.au/*](http://supplynation.org.au/).
 |
| Yes [ ] If Yes, registered on:[ ]  Aboriginal Business Directory WA[ ]  Supply Nation’s Indigenous Business Direct[ ]  Both | No [ ]  |
| The Respondent should note that its response to this Compliance and Disclosure Requirement:* 1. will be used by the Department of Finance for statistical purposes only; and
	2. will not be used by the Customer in its evaluation of the Offer.
 |

(v) **Credit Card/Purchasing Card Payment** [delete if not applicable]

|  |
| --- |
| **RESPONDENT TO COMPLETE:**The use of credit cards/purchasing cards by agencies is actively promoted as a payment method.The Respondent is required to disclose whether it agrees to receive credit card/purchasing card payment.Does the Respondent agree to receive credit card/purchasing card payments? |
| Yes [ ]  | No [ ]  |
| [Please refer to clause 21.6 of the Request Conditions and General Conditions of Contract for additional information] |

(vi) Competitive Neutrality [for services only - delete if not applicable]

|  |
| --- |
| If the Respondent is a tertiary institution or statutory or Government body (including a Public Authority), the Respondent’s Offer must:(A) be calculated on a full commercial basis (in accordance with the guidelines issued by Western Australian Department of Treasury entitled “Costing and Pricing Government Services – Guidelines for use by agencies in the Western Australian Public Sector, June 2015<https://www.treasury.wa.gov.au/Treasury/Publications/Costing_and_Pricing_Guidelines/>(B) be certified by the chief executive officer of the Respondent; and(C) be verified by an independent expert, if required by the Customer.Certification must be in the form of a letter from the chief executive officer of the Respondent certifying that the Offer has been calculated on a full commercial basis.**RESPONDENT TO COMPLETE:**If the Respondent is a tertiary institution or statutory or Government body (including a Public Authority), has the Respondent included certification as required under this clause? |
| Yes [ ]  | No [ ]  | N/A [ ]  |
| If no, the reasons why: |

(vii) Professional Standards Scheme [for selected services only delete if not applicable]

|  |
| --- |
| [https://www.psc.gov.au/professional-standards-schemes/Scheme-documents provides a list of schemes some of which are applicable to Western Australia.] **RESPONDENT TO COMPLETE:**Is the Respondent a member of an occupational association for which a scheme has been approved under the Professional Standards Act 1997 (WA) or equivalent legislation of another State or Territory of Australia? |
| Yes [ ]  | No [ ]  |
| If yes, the Respondent must provide details: |

# QUALITATIVE REQUIREMENTS

The Contract Authority or Customer will, in its Value for Money assessment, consider the extent to which the Offer satisfies the following Qualitative Requirements. The Contract Authority or Customer reserves the right to reject any Offer that does not properly address and satisfy any of the Qualitative Requirements.

Each Qualitative Requirement has equal weighting.

**OR**

The Qualitative Requirements are not weighted equally. Refer to the % weighting (xx% weighting) for each Requirement listed below.

EXAMPLES OF “QUALITATIVE” REQUIREMENTS:

PRODUCTS

1. SUITABILITY OF PROPOSED PRODUCTS (XX% WEIGHTING)
2. The Respondent must demonstrate how the proposed Products are suitable and fit for purpose, in accordance with the description set out in Schedule 2 - Specification / Statement of Requirements; and
3. Provide brochures and any relevant information detailing the features of the specified Products.

RESPONDENT TO COMPLETE:

Respondent to demonstrate suitability of proposed Products.

1. ORGANISATIONAL CAPACITY (XX% WEIGHTING)

(i) The Respondent must demonstrate that it has the organisational capacity to perform the Customer Contract; and

(ii) Provide a comprehensive timeframe for the delivery of the proposed Products and any related services identifying key dates and milestones and outlining how any timing requirements specified in Schedule 2 - Specification / Statement of Requirements, will be met.

RESPONDENT TO COMPLETE:

Respondent to provide the organisational capacity information required under this clause.

1. SERVICE AND MAINTENANCE (XX% WEIGHTING)

The Respondent must provide details in relation to:

1. Conditions and exclusions of the warranty applicable, including duration and any terms and conditions;
2. The availability of spare parts for the proposed Products in Western Australia;

(ii) The frequency of servicing requirements for the proposed Products; and

(iii) The arrangements for repairs and maintenance for the proposed Products, including response times.

RESPONDENT TO COMPLETE:

Respondent to provide the service and maintenance information required under this clause.

**OR**

**DELIVERY, TRAINING, SERVICE AND MAINTENANCE** (XX% WEIGHTING)

The Respondent must provide details in relation to:

1. The delivery timeframe for the proposed Products;
2. Availability of training and the nature of the proposed training;
3. Warranty provisions including inclusions and exclusions and response times for warranty repairs;
4. The availability of spare parts in Western Australia;
5. The frequency of servicing requirements for the proposed Products; and
6. The arrangements for post warranty repairs and maintenance for the Products, including response times.

**RESPONDENT TO COMPLETE**

Respondent to provide training, delivery, service and maintenance information requested under this clause.

1. DEMONSTRATED EXPERIENCE (XX% WEIGHTING)

(i) The Respondent must provide details of contracts for similar products and any related services provided for other clients. The Respondent must provide:

(A) A detailed description of the Products and / or Services provided;

(B) Similarities between the previous contracts and this Request;

(C) When the previous contracts were performed; and

(D) The outcome of the previous contracts.

(ii) The Respondent must also provide a minimum of [2] referees in respect of the contracts detailed above. Referee details must include:

(A) The referee’s name and position;

(B) Company name;

(C) The contact telephone number; and

(D) The contract or project title.

RESPONDENT TO COMPLETE:

Respondent to provide the demonstrated experience information required under this clause.

*SERVICES*

1. SUITABILITY OF PROPOSED SERVICES (XX% WEIGHTING)

The Respondent must:

(i) Demonstrate how the proposed Services meet the description set out in Schedule 2 - Specification / Statement of Requirements; and

(ii) Demonstrate an appreciation and understanding of the requirements of the Request and the Respondent must provide an outline of its proposed methodology and approach. Details of the methodology should include:

(A) The scope of work/requirements broken into components including timeframes and the estimated number of hours required to complete each component of the requirements;

(B) Details of the roles of the Specified Personnel and an estimated percentage of time spent by each in completing the requirements;

(C) A description of critical issues, and quality control mechanisms used in undertaking the requirements.

RESPONDENT TO COMPLETE:

Respondent to demonstrate suitability of proposed Services.

1. SPECIFIED PERSONNEL (XX% WEIGHTING)

The Respondent must:

(i) Identify any proposed Specified Personnel together with a brief curriculum vitae for each of them;

(ii) Detail the availability of the proposed Specified Personnel for the Customer Contract during the Term; and

(iii) Describe the skills and industry experience of all proposed Specified Personnel, especially how their experience relates to the requirements set out in Schedule 2 – Specification / Statement of Requirements.

RESPONDENT TO COMPLETE:

Respondent to provide the Specified Personnel information required under this clause.

**OR**

DEMONSTRATED SKILLS AND EXPERIENCE OF THE ORGANISATION TO UNDERTAKE PROJECTS OF A SIMILAR NATURE (XX% WEIGHTING)

 The Respondent must provide information regarding:

(i) The skills and experience of the key Specified Personnel who will be involved with this contract. A brief curriculum vitae should be provided outlining their similar experience to the requirements as set out in Schedule 2 – Specification / Statement of Requirements;

(ii) Roles of the Specified Personnel and their availability during the term of the contract; and

(iii) The organisational capacity to perform the Customer Contract including relevant skills and experience within the organisation (other than the specified personnel) in performing similar requirements.

Respondents must provide contact details of referees for Contracts of a similar nature have been successfully completed by the proposed Specified Personnel. These referees may be contacted to verify claims of relevant experience.

RESPONDENT TO COMPLETE:

Respondent to demonstrated skills and experience to undertake projects of a similar nature.

1. ORGANISATIONAL CAPACITY (XX% WEIGHTING)

(i) The Respondent must demonstrate that it has the organisational capacity to perform the Customer Contract.

(ii) The Respondent must provide a comprehensive timeframe for the delivery of the proposed Products and / or Services, identifying key dates and milestones and outlining how any timing requirements specified in Schedule 2 - Specification / Statement of Requirements, will be met.

RESPONDENT TO COMPLETE:

Respondent to provide the organisational capacity information required under this clause.

1. DEMONSTRATED EXPERIENCE (XX% WEIGHTING)

(i) The Respondent must provide details of contracts for similar products and / or services provided for other clients. The Respondent must provide:

(A) A detailed description of the Products and / or Services provided;

(B) Similarities between the previous contracts and this Request;

(C) When the previous contracts were performed; and

(D) The outcome of the previous contracts.

(ii) The Respondent must also provide a minimum of [2] referees in respect of the contracts detailed above. Referee details must include:

(A) The referee’s name and position;

(B) Company name;

(C) The contact telephone number; and

(D) The contract or project title.

RESPONDENT TO COMPLETE:

Respondent to provide the demonstrated experience information required under this clause.

*(Open [double click] the embedded document below for alternate Services examples. Copy and paste any example/s into this section as required. Delete the embedded document before finalising the Request)*



1. STANDARD PARTICIPATION PLAN (10% OR 20% WEIGHTING)

[Use for both Products and Services, for all Requests with estimated contract value of $1 Million and above for contract delivery points in the Metropolitan Area, or $500,000 for delivery points in Regional Western Australia and an exemption from inclusion of the Standard Participation Plan as a qualitative requirement HAS NOT been sought and granted by the Director General, Department of Jobs, Tourism, Science and Innovation]

[Agencies have discretion to choose if this criterion is weighted at 10% or 20%. The decision should consider factors like, but not limited to, contract value, duration, location, market competition and realisable benefits. Refer to the current WAIPS Agency Operations Guide for more detail. Follow the instructions at https://industrylink.wa.gov.au/resources-library to obtain a copy of the guide or email industrylink@jtsi.wa.gov.au]

*[If the procurement has been declared by the Minister for Jobs as a Strategic Project, reflect any prescribed upward variation of the Participation Plan weighting]*

This criterion is a requirement of the Western Australian Industry Participation Strategy (WAIPS). Guidance on the WAIPS may be found at [www.industrylink.wa.gov.au](https://industrylink.wa.gov.au/).

The Participation Plan type required for this Request is a **[choose type - Core or Full] Participation Plan** for goods and services.[Core = total contract value of $1 million to $5 million for Metro delivery points or total contract value of $500,000 to $5 million for Regional delivery points. Full = total contract value of above $5 million for both Metro and Regional delivery points]

The Respondent must download the Standard Participation Plan template, published version 01/07/2019 [Check what the current published version is before releasing Request. Change as required], from the Industry link portal at [www.industrylink.wa.gov.au > Participation Plan](https://industrylink.wa.gov.au/participation-plans/participation-plans).

Respondents are required to complete and submit the Standard Participation Plan with their Offer as a separate attachment.

[If a Core Participation Plan is being requested, insert this paragraph otherwise delete]Respondents are to note, for a Core Participation Plan, all questions except question 7 in Section A and questions 5 and 6 in Section B are to be completed. Even so, do not leave any question blank. All questions should be answered with a valid response or NA if the question is not applicable. In Section B, if you believe a question is not applicable, respond by entering NA and provide a reason why you believe the question isn’t applicable.

[If a Full Participation Plan is being requested, insert this paragraph otherwise delete]Respondents are to note, for a Full Participation Plan, all questions are to be completed. All questions should be answered with a valid response or NA if the question is not applicable. In Section B, if you believe a question is not applicable, respond by entering NA and provide a reason why you believe the question isn’t applicable. Do not leave any question blank.

Guidance on “How to Complete a Participation Plan” is available on the Industry Link portal at [www.industrylink.wa.gov.au > Services to Businesses - Head Contractors > How to Complete a Participation Plan](https://industrylink.wa.gov.au/participation-plans/how-to-complete-a-participation-plan).

Additional assistance may also be sought from the [Industry Link Advisory Service](https://industrylink.wa.gov.au/advisory-services/services-to-businesses-head-contractors/industry-link-advisory-service), Department of Jobs, Tourism, Science and Innovation no later than five (5) business days before the Request Closing Date.

The Contract Authority/Customer will, in its value for money assessment, consider as a Qualitative Requirement the extent to which Section B of the Participation Plan meets the Participation Objectives.

The Contract Authority/Customer reserves the right to reject any Offer that does not contain a Participation Plan which properly addresses the matters outlined in the Participation Plan template.

**RESPONDENT TO COMPLETE:**

A [Drafter to state Participation Plan type][Core or Full] Participation Plan has been completed and attached to our Offer.

Yes [ ]  No [ ]

If successful, your response to the Participation Plan will be forwarded to the Industry Link Advisory Service (ILAS), Department of Jobs, Tourism, Science and Innovation.

# CUSTOMER CONTRACT INSURANCE REQUIREMENTS

The Respondent must demonstrate that it has the insurances required under Schedule 1 - Customer Contract Details.

|  |
| --- |
| **RESPONDENT TO COMPLETE**Does the Respondent have the insurance requirements set out in Schedule 1 - Customer Contract Details?(Yes / No)If yes, the Respondent must complete the following table: |
|  | **Insurer** | **ABN** | **Policy No** | **Insured Amount** | **Expiry Date** | **Exclusions, if any** |
| Public Liability Insurance [delete row if not applicable] |  |  |  |  |  |  |
| Public and Product Liability Insurance [delete row if not applicable] |  |  |  |  |  |  |
| Professional Indemnity [delete row if not applicable] |  |  |  |  |  |  |
| Workers’ Compensation including common law liability of $50 million |  |  |  |  |  |  |
| Motor Vehicle Third Party Liability [delete row if not applicable] |  |  |  |  |  |  |
| ORIf no, does the Respondent confirm that prior to being awarded a contract, they will obtain the insurance policies set out in Schedule 1 - Customer Contract Details before the Commencement Date?(Yes / No)If no, the reasons why. |

SCHEDULE 3 – PRICING

The Customer will, in its Value for Money assessment, consider the extent to which the Offer satisfies the following Offered Price and Pricing Requirements. The Customer reserves the right to reject any Offer that does not properly address and satisfy any of the Offered Price and Pricing Requirements.

1. OFFERED PRICE AND PRICE SCHEDULE

(i) The Respondent must include in the Offer this completed Schedule 3 - Pricing.

(ii) The Respondent must state the basis of its Offered Price in Australian Dollars.

(iii) The Offered Price will be deemed to include the cost of complying with this Request (including the Customer Contract Details and any Addenda available, if any) and the General Conditions and the cost of complying with all matters and things necessary or relevant for the due and proper performance of the Customer Contract. Any charge not stated as being additional to the Offered Price will not be payable by the Customer.

(iv) If the Offered Price is consideration for a taxable supply under the GST Act, the Offered Price will be deemed to be inclusive of all GST applicable to the taxable supply at the rate in force for the time being.

Example 1 Lump Sum (for Products)

|  |
| --- |
| RESPONDENT TO COMPLETE: |
| DESCRIPTION | QUANTITY REQUIRED | PRICE PER UNIT(inclusive of GST) | Total Cost (inclusive of GST) |
| *SUPPLY AND DELIVERY OF*  |  |  |  |
| *TRAINING* |  |  |
| *POST WARRANTY SERVICE AND MAINTENANCE* |  |  |
| *OTHER COSTS (PLEASE SPECIFY)* |  |  |
| *TOTAL COST (inclusive of GST)* |  |  |

Note: All costs must be fully declared in your response. Any costs that are not clearly identified in your response will not be accepted when approving payments under this contract.

Example 2: Hours (for Services)

|  |
| --- |
| RESPONDENT TO COMPLETE:The Respondent must provide a fixed fee based on [xx] hours per annum as detailed in the Specification:$ ………………………. (including GST)\*Given the hours and fixed fee provided above, the Respondent must also provide the hourly rates proposed to be charged for the provision of the Services, stratified on the basis of the staffing requirements and levels assessed by the Respondent as being required to meet the Specification. The proposed hourly rates must include all management and supervision hours and charges. |
| DESCRIPTION OF SERVICES | NAME & POSITION OF CONSULTANTS | HOURS ALLOCATED TO SERVICES PER CONSULTANT | HOURLY RATE A$ | TOTAL COST (inc GST) |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
| **Other Costs – Please Specify:** |  |  |
| **TOTAL** |  | $ (\*amount shown above) |
| The Respondent should indicate whether the above hourly rates also apply to hours over and above the stated hours. If not, please advise the applicable rates. |

Note: All fees and charges must be fully declared in your response. Any fees and charges that are not clearly identified in your response will not be accepted when approving payments for engagements under this contract.

Example 3: Schedule of Rates (for Services)

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Specified Personnel** | **Hourly Rate** **(Normal Business Hours) Inc GST** | **Hourly Rate****(Outside Business Hours e.g. weekends and Public Holidays) Inc GST** | **Maximum Short-Term Daily Rate** **(Normal Business Hours) Inc GST** | **Maximum Long-Term Daily Rate** **(Normal Business Hours) Inc GST** |
|  | ***$*** | ***$*** | ***$*** | ***$*** |
|  | ***$*** | ***$*** | ***$*** | ***$*** |
|  | ***$*** | ***$*** | ***$*** | ***$*** |
|  | ***$*** | ***$*** | ***$*** | ***$*** |
|  | ***$*** | ***$*** | ***$*** | ***$*** |
| **Other costs (please list and specify)** | **$** |
| **Travel and accommodation (if applicable provide details)** | **$** |
| Disbursements or other charges (if applicable provide details) | **$** |

Note: All fees and charges must be fully declared in your response. Any fees and charges that are not clearly identified in your response will not be accepted when approving payments for engagements under this contract.

1. SETTLEMENT DISCOUNT

[Only include this clause if payment within 7, 14 or 21 days is feasible. If not feasible then delete the clause. If settlement discounts are offered by the Respondent, then the discounted price/s must be taken into account when evaluating Offers]

The Respondent must state whether it is prepared to offer a discount if payment of the Price or that part of the Price specified in the invoice is made within:

(i) seven (7) days;

(ii) fourteen (14) days; or

(iii) twenty-one (21) days,

of the date of the invoice.

RESPONDENT TO COMPLETE:

A discount of:

….% is offered if payment of the Price or that part of the Price specified in an invoice is made within seven (7) days of the date of the invoice;

….% is offered if payment of the Price or that part of the Price specified in an invoice is made within fourteen (14) days of the date of the invoice;

….% is offered if payment of the Price or that part of the Price specified in an invoice is made within twenty-one (21) days of the date of the invoice;

1. IMPORTED CONTENT

*[For a WAIPS procurement, that is, the estimated contract value is $1 million and above for contract delivery points in the metropolitan area, or $500,000 and above for delivery points in regional Western Australia, then Imported Content is non-mandatory and the inclusion in the Request is at the discretion of the agency. An agency is to analyse and document the potential impact of the inclusion and/or exclusion of Imported Content in the Request. If Imported Content is included in the Request the impost must be applied as applicable.*

*For a non WAIPS procurement, Imported Content must be included in the Request excepted if procuring services only.]*

The Western Australian Government’s “Buy Local” Policy provides for government agencies to apply a 20% price impost, for evaluation purposes only,to the portion of an Offer that comprises products, services or items that have been imported into Australia from another country, excluding New Zealand and for covered procurements, from FTA countries. A current list of agreements with FTA countries is available at [www.wa.gov.au/government/publications/free-trade-agreement-guidelines](https://www.wa.gov.au/government/publications/free-trade-agreement-guidelines).

The cost of the products, services or items that have been sourced from overseas is referred to as “imported content”.

The imported content is calculated in dollar terms and is defined as the estimated duty paid cost of the portion of the Offer sourced from overseas.

Estimated duty paid cost includes:

1. the cost of any services related to importing the products, services or items (for example – overseas freight and insurance, software in computer tenders, consultancy or engineering effort); and
2. any charges of overseas origin together with customs clearing charges.

The imported content impost is not applied in the case of services purchased separately or in isolation.

The Imported Content Impost can be applied regardless of the location of the contract delivery point, but only in instances where the Respondent is using products, services or items that it has imported directly from overseas for use in the delivery of the contract. Products, services or items of foreign origin that have been purchased through a supplier based in Australia, New Zealand or for a Covered Procurement, FTA countries, will not be considered ‘imported’ for the purposes of the price impost.

|  |
| --- |
| **RESPONDENT TO COMPLETE:**All Respondents are required to complete the imported content questionnaire. Respondents that believe there is no imported content in their Offer must enter “Nil” or “Not Applicable” on the questionnaire.Respondents are required to declare the cost of any portion of their Offer that comprises products, service or items that have been sourced from another country, excluding New Zealand (under the ANZGPA) and, for a Covered Procurement, other FTA countries.Please list details of any products, service or items included in your Offer that have been sourced from another country excluding New Zealand (under the ANZGPA) and, for a Covered Procurement, other FTA countries. |
| **Products/Service/Items Description** | **Country of Origin** | **Cost $** |
|  |  |  |
|  |  |  |
| Total Cost of Imported Content | **$** |

1. REGIONAL PRICE PREFERENCES[delete if not applicable i.e. Metropolitan based contract]

The Western Australian Government provides price preferences to Western Australian businesses when they are in competition with other Western Australian businesses for government contracts where the purchase or contract delivery point is in regional Western Australia.

The two types of regional price preferences are Regional Business Preference and Regional Content Preference. Respondents participating in goods and services procurements can claim *either* the regional business preference or the regional content preference, but not both.

In circumstances where one or more Offers are received from businesses located in other States or Territories of Australian, New Zealand and, for covered procurements, FTA countries and these Offers are not being considered in the final analysis then the regional business preference and the regional content preference will be applied. A current list of agreements with FTA countries is available at [www.wa.gov.au/government/publications/free-trade-agreement-guidelines](https://www.wa.gov.au/government/publications/free-trade-agreement-guidelines). The Contract Authority or Customer (as the case requires) retains the complete discretion to determine those Offers in the final analysis.

Details regarding the regional price preferences and how they are applied are documented in the Western Australian Government’s “Buy Local” Policy. This policy can be viewed and downloaded at [www.wa.gov.au/government/publications/buy-local-policy](https://www.wa.gov.au/government/publications/buy-local-policy) or copies of this policy are available from the State Supply Commission (telephone (08) 6551 1500).

**The regional Contract Delivery Point(s) for this Contract is/are:** [INSERT CONTRACT DELIVERY POINT/S]**.**

**The Prescribed Distance for this contract is:** [INSERT NUMBER OF KILOMETRES] km.

(i) Regional Business Preference

Respondents who meet the following requirements are eligible to claim the Regional Business Preference:

* have maintained a permanent operational office within the prescribed distance of a regional contract delivery point and conducted business from that office for at least six months prior to the date of the Request being called;
* bid from that office; and
* manage/deliver the majority of the contract outcomes from that office.

An eligible regional business is one that can bona fide answer “yes” to all the listed questions below other than question 2b. and question 6.

The Customer, when comparing Offers received from an eligible regional business with Offers received from Western Australian based businesses located outside the Prescribed Distance, including Zone 1, Perth Region, will reduce the price of the Offer received from the eligible regional businesses, for evaluation purposes only, by 10% of the total Offer cost calculated to a maximum of $250,000 for goods and services not related to housing and works projects. The preference is calculated by the Customer assessing the offers. Eligible regional businesses must show the total cost of their Offer.

Respondents participating in goods and services procurements can claim *either* the Regional Business Preference or the Regional Content Preference, but not both.

To receive the regional business preference and to ensure the preference is applied correctly where appropriate, Respondents that wish to claim eligibility for the regional business preference must complete the following questionnaire.

|  |  |
| --- | --- |
| **RESPONDENT TO COMPLETE** | **Please click appropriate box** |
| 1. Is your business located within the prescribed distance from the contract delivery point shown above (excluding Zone 1, Perth Region)? | **Yes**[ ]  | **No**[ ]  |
| 2a. Does your business maintain a permanent operational office within the prescribed distance? | **Yes**[ ]  | **No**[ ]  |
| 2b. What is the address of this permanent operational office? | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
| 3 Has your business conducted business from this office for the past six (6) months or more prior to the date this Request was called? | **Yes**[ ]  | **No**[ ]  |
| 4. Have you bid from your business location described above? | **Yes**[ ]  | **No**[ ]  |
| 5. Will your business manage/deliver the majority of the contract outcomes from the business location described above? | **Yes**[ ]  | **No**[ ]  |
|  |  |  |
| 6. What is the total cost of your Offer? | **$\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |

**(ii) Regional Content Preference**

A regional content preference is available to Western Australian businesses located outside the prescribed distance, including businesses located in Zone 1, Perth Region. The regional content preference is only applied to the cost of the services or materials that will be purchased from other businesses that are located within the prescribed distance of a regional contract delivery point, and will be used in the delivery of the contract outcomes.

The following costs cannot be claimed under the regional content preference:

* estimated costs associated with ‘wear and tear’ on plant and equipment (for example, vehicle or plant repairs and servicing);
* Customer/public authority supplied materials (provided at nominal or no cost);
* goods and services supplied by government utilities (such as water and electricity); and
* all costs associated with travel, accommodation and meals for workers (including travel, accommodation and meal costs associated with sending people from outside the prescribed distance to work on a regional contract and all ongoing travel, accommodation and meal costs associated with the delivery of the contract).

In comparing Offers received from Western Australian based businesses, the cost of the declared regional content must be reduced, for evaluation purposes only, by 10% calculated to a maximum of $250,000. The preference is calculated by the Customer assessing the Offers.

Respondents participating in goods and services procurements can claim *either* the regional business preference or the regional content preference, but not both.

Respondents must show the actual cost of their regional content by completing the following questionnaire.

|  |  |
| --- | --- |
| **RESPONDENT TO COMPLETE** |  |
| 1. What is the address of the business location from which you have submitted your Offer? | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
| 2. Does your business intend purchasing goods and services for use in this contract from regional businesses that are located within the prescribed distance from the contract delivery point (excluding Zone 1, Perth Region)? | **Yes**[ ]  | **No**[ ]  |
| 3. List details of the goods and services, including proposed subcontracting arrangements, your business intends purchasing for use on this contract from regional businesses that are located within the prescribed distance from the contract delivery point. Include the value of the goods and services (attach additional list if required). |
| **Description of the Goods or Services** | **Supplier’s Name & Location** | **Cost****$** |
|  |  |  |  |  |
|  |  |  |  |  |
| **Total Cost of Regional Content:** | $ |
|  |  |

APPENDIX 1 - PRO BONO LEGAL SERVICES

***[DELETE APPENDIX IF NOT APPLICABLE]***

[This Appendix must be included in all Requests for Legal Services – See Schedule 1 Customer Contract Details Clause 26. Contractors who provide Legal Services to the State of Western Australia are required to provide Pro Bono Legal Services in accordance with this Pro Bono Legal Services Appendix].

1. **INTERPRETATION**

In this Appendix, unless expressed to the contrary:

* 1. Approved Causes is defined in clause 3(b).
	2. Excluded Services is defined in clause 3(c).
	3. Government means the State of Western Australia
	4. Law Firm means the Contractor
	5. Legal Services means the Services
	6. Pro Bono Legal Services is defined in clause 3(a)
	7. Pro Bono Hourly Rate is defined in clause 5
1. **GUIDING PRINCIPLES**

(a) The Government is committed to the provision of Pro Bono Legal Services as a means to contribute to the administration of justice.

(b) The Government recognises that the provision of Pro Bono Legal Services complement, rather than substitute, Government funded legal aid and legal assistant services.

(c) The Government seeks to strengthen the community legal sector through the provision of Pro Bono Legal Services.

1. **PRO BONO LEGAL SERVICES**

(a) Pro Bono Legal Services means:

(i) pro bono legal work provide according to the Australian Pro Bono Centre’s National Pro-Bono Target definition;

(ii) services within the definition of 'Approved Causes' in clause 3(b) and otherwise within the terms of the Pro Bono Guidelines; or

(iii) services as approved from time to time by the Attorney General and notified in writing to the Service Provider by the Executive Contract Manager,

but does not include 'Excluded Services'.

(b) Approved Causes means the provision of Pro Bono Legal Services:

(i) to individuals in Western Australia who cannot obtain Legal Aid or otherwise access the legal system without incurring significant financial or other hardship;

(ii) which will enhance access to justice for disadvantaged people in Western Australia;

(iii) to Law Access, a community legal centre in Western Australia, the Aboriginal Legal Services of Western Australia, and to bodies whose primary focus is representation of Aboriginal people; or

(iv) by way of secondment of legal staff to Law Access, a community legal centre in Western Australia, the Aboriginal Legal Services of Western Australia, or bodies in Western Australia whose primary focus is representation of Aboriginal people.

(c) Excluded Services means any services which under this Appendix are not recognised as Pro Bono Legal Services, and include:

(i) giving legal assistance to any person for free, or at a reduced fee, without reference to whether he/she can afford to pay for that legal assistance or whether his/her case raises an issue of public interest;

(ii) free first consultations with clients who are otherwise billed at a Law Firm's normal rates;

(iii) legal assistance provided under a grant of legal assistance from Legal Aid;

(iv) contingency fee arrangements, or other speculative work, which is undertaken with a commercial expectation of a fee;

(v) the sponsorship of cultural and sporting events, work undertaken for business development and other marketing opportunities; and

(vi) time spent by lawyers sitting on the board of a community organisation (including a community legal organisation) or a charity.

1. **REQUIREMENTS**

Law Firms who provide Legal Services to Government must:

(a) be a signatory to the Australian Pro Bono Centre's National Pro Bono Target ([www.probonocentre.org.au/provide-pro-bono/target/](http://www.probonocentre.org.au/provide-pro-bono/target/)); and

(b) undertake Pro Bono Legal Services for Approved Causes to the value of at least 10% of the total value of each Law Firm's contract for Legal Services with the Government.

1. **PRO BONO HOURLY RATES**
	1. The Pro Bono Hourly Rate for a Law Firm is calculated as an average of the Law Firm’s hourly rate for lawyers under the relevant contract for Legal Services with Government.
	2. To avoid doubt and by way of illustration if a Law Firm charges the following hourly rates under a contract for Legal Services with Government:

Partner: $700

Senior Associate: $550

Associate: $400

Restricted Partner: $250

then the Pro Bono Hourly Rate for that Law Firm is $475.

* 1. To avoid doubt the Pro Bono Hourly Rate applies to calculating the requirement set out in Requirements clause 4(a)(b) only.
1. CONFLICTS OF INTEREST

A Pro Bono Coordinator located at the State Solicitor's Office will manage conflicts of interest that may arise for law firms undertaking Pro Bono Legal Services where the Government is the counter-party.

1. **REPORTING**

(a) Law Firms are required to complete the Reporting Template at Table 1 for each contract for Legal Services with the Government by no later than 12 weeks from the end of the financial year in respect of which the Pro Bono amount is calculated and send it to the State Solicitors Office (SSO) at **probono@sso.wa.gov.au**.

(b) Law firms are not required to disclose the names of their pro bono clients in the Reporting Template.

(c) A report using disaggregated data will be tabled in Parliament annually.

**Table 1 – Pro Bono Reporting Template**

|  |  |  |
| --- | --- | --- |
| Item | Category | Description |
| 1 | Law Firm |  |
| 2 | Department | Department, agency or entity the Law Firm has a contract for Legal Services with. Law Firms are required to complete a report for each contract for Legal Services. (I.e. if a Law Firm has two contracts for Legal Services, then it is required to complete two reports). |
| 3 | Signatory to the National Pro Bono Aspirational Target | Yes/No |
| 4 | Total dollar value of the contract for Legal Services for the financial year. | The dollar amount over the relevant financial year. |
| 5 | Total hours of Pro Bono Legal Services (on Approved Causes AND under the Australian Pro Bono Centre’s National Pro Bono Target). | The aggregate sum of hour the Law Firm’s lawyers have provided Pro Bono Legal Services during the financial year.To avoid doubt, Pro Bono Legal Services on Approved Causes hours can be used to satisfy the requirements of the Australian Pro Bono Centre’s National Pro Bono Target. |
| 6 | Total hours provided on Pro Bono Legal Services for Approved Causes | Aggregate sum of hours for the relevant Law Firm’s lawyers during the financial year. |
| 7 | Total dollar amount on Pro Bono Legal Services on Approved Causes | Calculated as the number of aggregate hours (listed in item 5) multiplied by the Pro Bono Hourly Rate. |
| 8 | Is the amount in Item 7 at least 10% of the total value of Legal Services work provided to Government in the financial year the subject of this report (i.e. the amount listed in item 4). | Yes/No |
| 9 | Total hours provided on Pro Bono Legal Services on Approved Causes for1. Individuals; and
2. Organisations.
 | Aggregate sum of hours for the relevant Law Firm’s lawyers during the financial year, broken down into the categories of individuals and organisations (respectively). |
| 10 | Total dollar amount on Pro Bono Legal Services on Approved Causes for:1. Individuals; and
2. Organisations.
 | Calculated as the number of aggregate hours (listed in Item 8) multiplied by the Pro Bono Hourly Rate broken down into the categories of individuals and organisations (respectively). |
| 11 | No FTE lawyers (excluding paralegals) |  |
| 12. | Hours provided on Pro Bono Legal Services on Approved Causes per lawyer |  |
| 13. | Internal Pro Bono Legal Services hours per lawyer target | (if any) |
| 14. | Brief overview of Pro Bono activities | Does not need to identify pro bono clients. |