*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 for Quote

[Goods, services and maintenance works service procurement template - Request for Quote (WQTS)]

Request Title:

[Insert Request Title]

Quotation Number:

[Insert Quotation Number]

Closing Time:

2:30 PM [Insert Closing Date], Western Australia

[**Important Note:** In the ‘Issued by’ section below, insert the legal entity name of the State Agency issuing the Request. For a government department the name is “The State of Western Australia acting through [insert name of department]”. For a statutory authority or other body corporate, the legal entity name is the body corporate name as specified in the relevant enabling legislation.]

Issued by the Customer:

[Insert Entity Name]

In submitting an Offer, Respondents are required to comply with all requirements set out in both the:

* [*Request Conditions*](https://www.wa.gov.au/government/document-collections/written-quote-template-suite) (August 2023), and
* [*Simple Contract Terms*](https://www.wa.gov.au/government/collections/written-quote-template-suite) (November 2022).

# Part A - Statement of Requirement

## Requirements Overview

The Customer is seeking offers for the provision of the [insert a brief description of the requirement] described in this Request.

## Submission Requirements

The Respondent [must](http://must) submit the Offer by uploading file(s) in an approved format (**TWA Approved File Format**) to [Tenders WA](http://www.tenders.wa.gov.au/).

If uploading Offer file(s) at Tenders WA, the Respondent must ensure that:

(a) the lodgement is made in accordance with the [Tenders WA Terms of Use](https://www.tenders.wa.gov.au/watenders/terms-and-conditions.vm?CSRFNONCE=FD7098E53C524FC9D6DA11E3F0AA598B);

(b) the Respondent is registered on Tenders WA to submit an offer electronically;

(c) the Offer is lodged against the correct Request Number;

(d) each file name is no more than 125 characters in length;

(e) each file upload request is equal to or less than 100MB per upload request; and

(f) each file is uploaded in one of the following TWA Approved File Formats:

[Tenders WA only accepts files for uploading in the formats listed on the Tenders WA Whitelist. Refer to the ‘Guide to Completing the Written Quote Suite (WQTS)’ and the Tenders WA Buyers Help Guides for more information.

**Ensure that only Whitelist file formats are listed in the advertised Request.]**

|  |  |  |  |
| --- | --- | --- | --- |
| **TWA Approved File Formats** | | | |
| Adobe Reader File # | .pdf | Image File | .jpeg |
| Microsoft Excel File \* | .xls | Image File | .jpg |
| Microsoft Excel File \* | .xlsx | Image File | .png |
| Microsoft Excel File \* | .csv | Media File | .mp4 |
| Microsoft PowerPoint File \* | .ppt | Media File | .mpp |
| Microsoft PowerPoint File \* | .pptx | Rich Text Format File | .rtf |
| Microsoft Publisher File \* | .pub | Text File | .txt |
| Microsoft Word File \* | .doc |  |  |
| Microsoft Word File \* | .docx |  |  |
| Microsoft Word File \* | .docm |  |  |
| **TWA Approved File Formats – Compression Formats** | | | |
| ZIP File | .zip |  |  |

# PDF files must be Adobe compatible. \* Microsoft files must be PC / Windows compatible.

The Tenders WA Terms of Use can be viewed at [www.tenders.wa.gov.au](https://www.tenders.wa.gov.au/watenders/terms-and-conditions.vm?CSRFNONCE=422EC3D6CEBD0BECC42A2051CE0DD8A6). Guidelines to assist Respondents with registering on Tenders WA and lodging an Offer electronically can be downloaded at [www.tenders.wa.gov.au](https://www.tenders.wa.gov.au/watenders/terms-and-conditions.vm?CSRFNONCE=422EC3D6CEBD0BECC42A2051CE0DD8A6) by following the links ‘Help’ > ‘Help Guides’ > ‘Business Help Guides’.

Queries in relation to Tenders WA, including TWA Approved File Formats, should be directed to the ‘Advice on using Tenders WA’ contact person listed in section 1.4 of this Request.

## Key Dates and Times

|  |  |
| --- | --- |
| Offer Validity Period | [insert period e.g. six months; three months] |
| Contract Term: | *Option 1:* The Term will commence on the Commencement Date. The Term of the Contract is [insert number of months or years].  [or]  *Option 2 (for Services only):* The Term will commence on the Commencement Date and will expire when the Services have been supplied in accordance with the Contract.  [or]  *Option 3 (for Goods only):* The Term will commence on the Commencement Date and will expire when the Goods have been supplied in accordance with the Contract.  The Customer will notify the Supplier of the Commencement Date in the Acceptance of Offer. |
| Contract Extension Option: | *Only include extension options if desired and only if Option 1, above, is chosen.*  The Customer has [insert number] options to extend the Term, each option having a [insert duration] duration. These options are exercisable at the complete discretion of the Customer. |
| Price Basis | The Price is fixed for the Term.  [or option 2]  The Price is fixed for the first year of the Term.  Subject to the following paragraph, 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).  [The following text must be included if option 2 above is used]  No price variation is payable:   1. unless requested in writing with appropriate justification by the Supplier; and 2. unless and until approved by the Customer.   Any request by the Supplier for back-payment of price variations will not be considered. |

## 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.

Customer’s Contact Officer:

Name:

Title:

Telephone:

Facsimile:

E-mail:

Advice on using Tenders WA:

Name: Procurement Systems Support

Telephone: (08) 6551 2020

## Compliance with Simple Contract Terms

*By selecting the clause below, you will not be able to accept any departures from the Simple Contract Terms.*

The [*Simple Contract Terms*](https://www.wa.gov.au/government/collections/written-quote-template-suite) have been designed to enable officials to comply with their legislated responsibilities and therefore are not negotiable.

The Customer will exclude from consideration any Offer that does not comply with the Simple Contract Terms.

*or*

*Use the clause below if you want to allow for departures from the Simple Contract Terms. If you believe that departures are likely, the Written Quote Template Suite may not be appropriate for your procurement and you should consider using the Request template instead.*

The [*Simple Contract Terms*](https://www.wa.gov.au/government/collections/written-quote-template-suite) have been designed to enable officials to comply with their legislated responsibilities and therefore modifications and departures are strongly discouraged.

The Customer may exclude from consideration any Offer that does not comply with the Simple Contract Terms.

## Mandatory Prequalification Requirements

There are no prequalification requirements in this Request.

*or*

The Customer will exclude from consideration any Offer that does not meet the following mandatory Prequalification Requirements:

[Insert mandatory Prequalification Requirements]

## Supplier Debarment Regime

In January 2022, the Western Australian supplier debarment regime commenced operation. The debarment regime establishes grounds and processes through which a supplier can be excluded (by suspension or debarment) from supplying goods, services and works to State agencies. The regulatory scheme is established under Part 7 of the *Procurement Act 2020* and the *Procurement (Debarment of Suppliers) Regulations 2021*. Further information about the regime is available from [wa.gov.au](https://www.wa.gov.au/organisation/department-of-finance/debarment-regime) and [Tenders WA](https://www.tenders.wa.gov.au/watenders/news/browse.do?CSRFNONCE=D698D425818DEE32BA3DFEEFE7D868B7&&ss=1).

Unless operation of the *Procurement (Debarment of Suppliers) Regulations 2021* has been excluded, the Customer must exclude from consideration any Offer received from a Respondent who is suspended or debarred, and any Offer which includes a subcontracting arrangement with a suspended or debarred subcontractor.

## The WA Buy Local Policy 2022

The *WA* *Buy Local Policy 2022* applies to this Request.

This policy can be viewed and downloaded at <http://www.wa.gov.au/government/publications/western-australian-buy-local-policy-2022>.

**Imported Content**

*The requirement to apply the Imported Content Impost is not mandatory under the* [*WA Buy Local Policy 2022*](https://www.wa.gov.au/government/publications/western-australian-buy-local-policy-2020)*.*

*If the Imported Content Impost is to be applied when evaluating bids, use the clause below:*

The imported content section in Part B-5 *is* applicable.

*If the Imported Content Impost is not going to be applied when evaluating bids, use the clause below:*

The imported content section in Part B-5 *is not* applicable.

**Regional Price Preferences**

This Request is for the delivery of Goods and/or Services to the Perth Metropolitan Area therefore the Regional Price Preferences in section Part B-5 *are not* applicable.

*or*

This Request is for the delivery of Goods and/or Services to regional Western Australia therefore the Regional Price Preferences in section Part B-5 *are* applicable.

The contract delivery point for this contract is: [Insert contact delivery point].

The prescribed distance is [Insert number of kilometres – 200km for Zone 2 locations and 400km for Zone 3 locations] km, excluding any area falling within Zone 1 (Perth Metropolitan Area). *Remove the reference to ‘excluding any area falling within Zone 1 (Perth Metropolitan Area)’ if no area of the prescribed distance will fall within Zone 1.*

## The Requirement

[Insert the Specification Here]

Consider whether any of the Western Australian Social Procurement Framework Community Objectives and Outcomes (e.g. Sustainable WA) can be delivered through this procurement. If so, include specifications to set out the requirements for the objectives and outcomes. Refer to the [*Western Australian Social Procurement Framework*](https://www.wa.gov.au/government/publications/western-australian-social-procurement-framework) for information about the Community Objectives and Outcomes and the [*Western Australian Social Procurement Framework Practice Guide*](https://www.wa.gov.au/government/publications/western-australian-social-procurement-framework) for information about identifying and incorporating the Community Objectives and Outcomes into a procurement.

*Refer to and ensure compliance with Procurement Rule D2 – Request Specifications and all the subsection Rules when developing your specification.*

## Delivery and Acceptance

*The following table should be completed and included where Goods are being sourced.*

|  |  |  |
| --- | --- | --- |
| **Item/Description** | **Delivery Address** | **Delivery Date** |
| [Insert Details] | [Insert Details] | [Insert Details] |

*The following table should be completed and included where Services are being sourced.*

|  |  |  |
| --- | --- | --- |
| **Milestone Description** | **Delivery Location** | **Delivery Date** |
| [Insert Details] | [Insert Details] | [Insert Details] |

**Delivery and Acceptance – Additional Instructions**

[Insert Details]

# Special Conditions

*The following sentence should be included if no special conditions are required.*

The Contract does not contain any Special Conditions (SC).

*Or where one or more of the special conditions below are chosen, the following sentence should be included with the special condition/s.*

The Contract will include the following Special Conditions (SC):

*The following Intellectual Property clause should only be inserted where the agency wishes to own any Intellectual Property in the materials developed during the Contract Term. The default position in the Simple Contract Terms allows the supplier to retain ownership of the Intellectual Property rights in the materials created, but gives a broad licence to the State to use the Intellectual Property. In most cases the default position will be sufficient, and this clause should be deleted.*

**SC Intellectual Property**

(a) This clause replaces *Simple Contract Terms* clause 8.6.

(b) The Customer:

(i) will own the Intellectual Property Rights in the New Material, and the Supplier (and its Personnel) automatically assign the entire future Intellectual Property Rights in all New Material to the Customer upon their creation; and

(ii) grants to the Supplier a revocable, non-exclusive, non-transferable, royalty-free licence for the Term to use the New Material for the sole purpose of fulfilling its obligations under the Contract. The licence in this clause is subject to any conditions of limitations of third parties that the Customer notifies to the Supplier.

(c) The Supplier:

(i) grants (and must ensure that any other owner of any Intellectual Property Rights grants) to the Customer an irrevocable, unconditional, perpetual, royalty free, non-exclusive, worldwide and transferrable (including sub-licensable) licence to exercise all the Intellectual Property Rights in the Existing Material;

(ii) warrants that it is entitled to use and deal with any Intellectual Property Rights which may be used by it in connection with providing the Goods or Services and to grant to the Customer the licences contemplated by the Contract;

(iii) gives, or arranges for a third party to give, a Moral Rights Consent in relation to the New Material and Existing Material; and

(iv) indemnifies and will keep indemnified the Customer and its Personnel from and against all Claims and Loss resulting from the Supplier's failure to comply with this Special Condition including resulting from the actual or alleged infringement of the Intellectual Property Rights or the Moral Rights of any third party by the Supplier.

*Schools are included within the definition of Restricted Premises by default. If any other locations need to be designated as Restricted Premises, these must be inserted in the definition.*

**SC Prevention of Child Sex Abuse**

**Restricted Premises** means a school [and] [if any other premises are to be designated as restricted, include details here]

A. Supplier to screen

The Supplier must screen all employees, subcontractors, suppliers and other persons for previous criminal convictions prior to such persons attending any Restricted Premises by ensuring that such persons:

1. hold a National Police Certificate that is no more than two years old and obtained through a State or Commonwealth government agency and not a third party or commercial provider; and
2. complete the Customer's “Confidential Declaration” form for each premises to be attended a copy of which can be obtained from the Customer.

The confidential declaration will be deemed to have been re-made by each of the Supplier Personnel on each and every occasion they enter the Restricted Premises.

B. Provision of National Police Certificates

The Customer may request the Supplier, at any time and from time to time, to provide it with a copy of a National Police Certificate in respect of any employee, subcontractor, supplier or other person engaged by the Supplier in connection with the performance of the Contract. The Supplier must comply with that request within five (5) Business Days of such request.

C. Restricted Premises - prevention of child abuse and other offences

The Supplier must not permit any employees, subcontractors, suppliers or other persons to access a Restricted Premises where that person’s National Police Certificate discloses criminal convictions that relate to:

1. crimes of a violent or sexual nature;
2. dealing or trafficking in illegal drugs; or
3. other serious criminal convictions that are punishable by a term of imprisonment, unless, on disclosure of such convictions, the Customer has approved their access.

If the Contract involves attendance at Restricted Premises, the Supplier must cooperate with the Customer’s nominated representative to maintain effective control of access to those premises.

D. Notice of criminal charges

The Supplier must notify the Customer in writing as soon as practicable upon becoming aware that any employee, subcontractor, supplier or other person engaged by the Supplier in connection with the performance of the Contract has been charged with a criminal offence that, if convicted, could disqualify an individual from attending a premises under paragraph (C) above.

E. Consequences of Breach

A breach of this clause will be deemed a breach that is not capable of remedy for the purposes of clause 10 of the Simple Contract Terms.

*The following clause should only be included where ‘child related work’ Services are being provided. For a definition of ‘child related work’ please refer to section 6 of the Working with Children (Screening) Act 2004.*

**SC Working with Children**

If the Contract involves "child-related work" (as that term is defined in section 6 of the *Working with Children (Screening) Act 2004*) ("the Act") then:

1. all Supplier's Personnel who will undertake "child-related work" must provide to the Customer an assessment notice under section 12 of the Act before they commence work under the Contract; and
2. the Supplier must otherwise at all times comply, and ensure that all Supplier's Personnel comply, with the provisions of the Act.

The Customer may require the Supplier to immediately remove any Supplier's Personnel from the Premises who do not have a current assessment notice.

A breach of this clause will be deemed a breach that is not capable of remedy for the purposes of clause 10 of the Simple Contract Terms.

*The following clause should only be included where Services are being provided by the supplier directly to members of the public.*

**SC Disability Access and Inclusion Plan**

The Supplier will:

(a) to the extent practicable, implement the Customer’s “Disability Access and Inclusion Plan” prepared under the Disability Services Act 1993; and

(b) provide a report to the Customer by the contract anniversary date in each year of the Term reporting on the extent to which the Supplier has implemented the Customer’s Disability Access and Inclusion Plan.

**Important Note:** The inclusion of the following Special Condition in relevant contracts is mandated by General Procurement Direction 2023/01. It must be included in all ongoing cleaning and security contracts with an estimated contract value of $50,000 or above, except where the services are to be undertaken in schools and hospitals.

Include this Special Condition if this Request is being used for the procurement of ongoing security services. Use the Request for Quote – Cleaning if you are procuring cleaning services (available from [wa.gov.au](https://www.wa.gov.au/government/document-collections/goods-and-services-templates)).

**SC Annual Paid Information Session on Workplace Rights**

The Contractor agrees to:

(a) grant paid leave, paid at the ordinary rate of pay during normal working hours, to each of its employees who are Contractor Personnel (each a **Contract Employee**) in order for the Contract Employee to travel for and attend an information session on workplace rights conducted by the relevant union (**Information Session**);

(b) grant that paid leave (Information Session Leave) to the Contract Employee for the period reasonably necessary to enable the Contract Employee to travel for and attend the Information Session,

subject to the conditions that:

(c) this clause does not require the Contractor to grant to the Contract Employee more than two hours of Information Session Leave per calendar year during the Term, running from the commencement of the Term;

(d) this clause does not require the Contractor to grant Information Session Leave to the Contract Employee to attend an Information Session which is scheduled to occur, or which occurs, at a time when the Contract Employee is not rostered or otherwise scheduled or obliged to work; and

(e) the Contractor may stipulate reasonable conditions as to Information Session Leave, including as to the provision of sufficient notice in respect of the Contract Employee's planned attendance at an Information Session.

The Contractor must ensure that each of its contractors and subcontractors at any tier (if any) complies with this clause in respect of their employees who are Contractor Personnel.

In this clause, a reference to "employee" includes a natural person engaged under a contract for services.

**Maintenance Work Services – Special Conditions**

*If the purchase is for simple maintenance works/services, include the following Special Conditions, otherwise remove the clauses below.*

**Completion Date**

The supply must be completed by [insert date / the day that is [x days] from the Service Start Date].

**Delay**

The Supplier must notify the Customer if the Supplier has been, or is likely to be, delayed in completing the supply by the Completion Date.

**Access**

*The Simple Contract Terms do not provide for exclusive access to any portion of the Premises. If that is required, consider a different contract form, or seek advice on the work health and safety provisions that will be required to allow the Supplier its own "site" within the premises.*

1. Subject to the following paragraph (b) below, the Customer will ensure that the Supplier is given access to those portions of the premises necessary for the Supplier to commence supply of the Goods or Services by the Start Date.
2. The Customer may require the Supplier to provide proof and details of insurances required under the Contract (if any) before granting the Supplier access to the premises.
3. If access is not granted as contemplated by paragraph (a) above, other than to the extent due to non-provision or delayed provision of insurance information requested under paragraph (b) above, the Completion Date will be extended for a period equivalent to the period of delay between the Start Date and when access to the premises is granted.

**Commencement**

The Supplier must not commence work under the Contract until the Customer has granted access to the premises.

**Building and Construction Industry Training Fund Levy**

1. The Supplier is deemed to be the project owner under the *Building and Construction Industry Training Fund and Levy Collection Act 1990* (“the BCITF Act”) and must pay all levies required to be paid under the BCITF Act to the Construction Training Fund. The Supplier must not commence work on the Premises until it has paid the levy.
2. At completion of the supply of the Goods and/or Services, where the costs of the Goods and/or Services increase by an amount of $25,000 or more, then the Supplier must pay any additional levy required to be paid into the Construction Training Fund under the BCITF Act.
3. If requested by the Customer, the Supplier must provide evidence in writing that the levy has been paid, in the form or forms requested and within the period specified by the Customer.

**Defects Liability Period**

1. **Defect** means, in respect of any Goods or Services:
   1. any error, deficiency, omission, non-conformity, fault, failure, malfunction, irregularity or other defect other than as a direct result of operation or maintenance by the Customer inconsistent with the operations and maintenance manuals;
   2. any aspect that does not comply with the Contract; or
   3. any failure to perform at expected range of capacity and operation in accordance with the applicable technical specifications.
2. **Defects Liability Period** means the period of one (1) year commencing on the date that the supply is completed to the satisfaction of the Customer.
3. Notwithstanding clause 5 (Delivery and Acceptance) of the *Simple Contact Terms* and without limiting any warranty provided in favour of the Customer, the Customer may at any time during the Defects Liability Period notify the Supplier directing the Supplier to rectify any Defect in the Goods and/or Services that the Customer discovers or is notified of during the Defects Liability Period. The notice must:
   1. detail the nature of the Defect;
   2. set out actions required by the Supplier to remedy the Defect; and
   3. specify a reasonable start date and completion date for compliance with the direction.
4. The Supplier must remedy the Defect at its risk and cost in accordance with the direction, and in so doing comply with clause 6 (Access to Premises) of the *Simple Contract Terms*. If the Defect is not remedied by the date specified in the notice, the Customer may arrange to have the Defect remedied by a third party and the costs incurred by the Customer will be a debt due and payable by the Supplier to the Customer on demand.
5. This clause survives the termination or expiry of the Contract.

# Part B – Response to Request for Quote

***Before completing the following sections read the information below:***

***Instructions to Respondents*** *and* ***Handy Hints*** *have been included throughout the following sections of the Request to assist Respondents to complete their Offers. The* ***Instructions to Respondents*** *and* ***Handy Hints*** *appear in shaded boxes.*

*Prior to submitting their Offer, Respondents should remove all* ***Instructions to Respondents*** *and* ***Handy Hints****.*

***Instruction to Respondents:***

*In preparing its Offer, the Respondent must:*

*a). address each requirement in the form set out in this Part B, including the provision of full details of any claims, statements or examples;*

*b). take into account the Contract requirements, as explained in Part A of this Request. The Respondent must read these in conjunction with the Simple Contract Terms.*

*c). assume that the Customer has no knowledge of the Respondent, its activities, experience or any previous work undertaken by the Respondent for the Customer or any other State Agency; and*

*d). nominate any Offer Information that the Respondent wishes to expressly and reasonably nominate as confidential for the purposes of the Request Conditions.*

*Specific questions on this procurement should be directed to the Contact Officer nominated in Part A, clause 1.4.*

**Handy Hints**

*When completing this section of the Request, provide all information requested and submit your Offer as required by Part A of the Request and the Request Conditions. Demonstrate that your organisation meets the mandatory Prequalification Requirements [Part A, clause 1.6], as failure to do so will result in your response being excluded from consideration.*

*The Customer will assess all Offers received by the Closing Time which meet the mandatory Prequalification Requirements [Part A, clause 1.6], (if any) and compare Offers to determine which Respondent has proposed the best value for money outcome for the Customer.*

*In making this decision, a panel will:*

*(a) apply relevant* [*Western Australian Procurement Rules*](https://www.wa.gov.au/government/publications/western-australian-procurement-rules) *and Government policies and priorities, including those referenced in the* [*Western Australian Social Procurement Framework*](https://www.wa.gov.au/government/publications/western-australian-social-procurement-framework)*, to the assessment of Offers;*

*(b) assess Offers against the Disclosure Requirements in Part B of this Request;*

*(c) consider which Offer best meets the Customer’s requirements set out in Part A of this Request;*

*(d) consider whether the Respondent has proven capacity to provide the Customer’s requirements; and*

*(e) consider the total cost the Customer will incur in accepting the Respondent’s Offer.*

*The successful Respondent will have demonstrated its ability to provide the best value for the Customer. This will not necessarily be the lowest price.*

*The determination of value for money will require a consideration of all of the above factors and any other matters that the Customer considers relevant.*

**Part B.1 -** **Respondent’s Details and Disclosures**

***Instruction to Respondents:***

*Provide the following organisational details. These details should be for the legal entity that would be the Supplier under a Contract.*

*Where a box () is to be checked (**), double click the box and then change the Default value from ‘Not checked’ to ‘Checked’.*

|  |  |
| --- | --- |
| Full legal business name: |  |
| Registered business address: |  |
| ACN/ARBN  (if applicable): |  |
| ABN  (if applicable): |  |
| Web address: |  |
| What is the entity’s legal status: | Company  Partnership  Sole Trader  Sole Director Company  Other (if other please state entity type) |
| Is the above entity: | acting as an agent or trustee for another person or persons?  Yes No  (if yes, please provide details) |
| acting jointly or in association with another person or persons?  Yes No  (if yes, please provide details) |
| a non-government employer with fewer than 20 employees (small business)?  Yes No |
| a registered Australian Disability Enterprise (ADE) – registered means to be listed as an approved ADE on the [Australian Disability Enterprises website](https://buyability.org.au/directory/).  Yes No |
| a registered Aboriginal business – the business is to be registered on the [Aboriginal Business Directory WA](https://abdwa.icn.org.au/) and/or on [Supply Nation’s Indigenous Business Direct](https://supplynation.org.au/).  Yes No  If yes, registered on:  Aboriginal Business Directory WA  Supply Nation’s Indigenous Business Direct  Both |
| an Aboriginal Community Controlled Organisation (**ACCO**)  Yes No  An ACCO is an organisation that is:   * incorporated under State or Commonwealth legislation and not for profit; * controlled and operated by a majority of Aboriginal and/or Torres Strait Islander people; * involved or connected to the community, or communities, in which it delivers the services; * governed by a majority Aboriginal and/or Torres Strait Islander governing body.   *(Aboriginal Community Controlled Organisation is as defined in the* [*Delivering Community Services in Partnership Policy*](https://www.wa.gov.au/government/multi-step-guides/buying-community-services/getting-started-community-services-procurement/introducing-the-delivering-community-services-partnership-policy)*.)*  If yes, provide the entity’s Australian Charities and Not-for-profits Commission (ACNC) registration as well as one of the following:   * details of the Respondent’s registration with the [Office of the Registrar of Indigenous Corporations](https://www.oric.gov.au/) (ORIC) or the [Australian Securities & Investments Commission](https://asic.gov.au/) (ASIC) or the [Department of Energy, Mines, Industry Regulation and Safety](https://www.dmirs.wa.gov.au/) (DEMIRS); or * an extract of the relevant provisions of the Respondent’s constitution or governing documents. |
| a tertiary institution or statutory or Government body (including a State Agency)?  Yes No  If yes 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](https://www.wa.gov.au/government/publications/financial-policy-publications-and-agency-advice) May 2020”;  (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.  Has the Respondent included certification as required under this clause?  Yes No  (If no, the reasons why). |
| Has the above entity, any senior officer (as defined in regulation 3(1) *Procurement (Debarment of Suppliers) Regulations 2021*) of the above entity, or any person included in the Specified Personnel (Part B.3) been convicted of a criminal offence that is punishable by imprisonment or detention? | Yes No  (If yes, provide details) |

***Compliance with Simple Contract Terms***

***Instruction to Respondents:***

*If your Offer is successful, you will be sent an Acceptance of Offer, which formalises the Contract with you. The Contract so formed incorporates the* [*Simple Contract Terms*](https://www.wa.gov.au/government/collections/written-quote-template-suite) *and the other documents referred to in Clause 1 of the Simple Contract Terms).*

*[Instruction for drafters – choose one of the options below, consistent with the option selected in Part A, 1.5 Compliance with Simple Contract Terms].*

*The Simple Contract Terms have been designed to enable officials to comply with their legislated responsibilities and are therefore not negotiable. The Customer will exclude from consideration any Offer that does not comply with the Simple Contract Terms.*

***Or***

*The Simple Contract Terms have been designed to enable officials to comply with their legislated responsibilities and therefore modifications and departures are strongly discouraged. The Customer may exclude from consideration any Offer that does not comply with the Simple Contract Terms.*

**Respondent’s Response:**

I agree with the Simple Contract Terms.

*Or*

I disagree with the Simple Contract Terms and set out below the terms I disagree with and the changes that I propose:

**Respondent’s Response:**

***Mandatory Prequalification Requirements***

***Instruction to Respondents:***

*If there are any mandatory Prequalification Requirements [Part A, Clause 1.6], specifically respond to them here. If there are no mandatory Prequalification Requirements write “Not Applicable”.*

*Please Note: If you are unable to meet any mandatory Prequalification Requirements your response will be excluded from consideration.*

**Respondent’s Response:**

***Contact Officer***

For all matters relating to this Offer, the Respondent’s Contact Officer will be:

Name:

Position title:

Telephone:

Mobile:

Email:

Postal Address:

***Address for Notices*** (if different from the Contact Officer)***:***

Name:

Position title:

Email:

Postal Address:

***Contract Manager*** (if different from the Contact Officer)

***Instruction to Respondents:***

*Respondents should provide the requested details of the person they propose to be their Contract Manager if a contract is awarded. That person will be responsible for general liaison with the Customer and accepting and issuing any written notices for that Contract.*

Name:

Position title:

Telephone:

Mobile:

Email:

Postal Address:

(if different from above)

**Part B.2 – Qualitative Criteria: Suitability of Proposed Goods and/or Services**

***Handy Hint***

*This is your organisation’s opportunity to convince the evaluation panel that your organisation understands the Customer’s requirements and can deliver them to a high standard.*

*This is the place to highlight your competitive advantage as well as any special or unique features of your Offer. Depending on the requirements, your organisation’s Offer could propose a detailed project plan including project milestones and completion dates; timeframes; quality standards or performance indicators which demonstrate success or progress. It could also detail any critical issues or key delivery risks of which the Customer should be aware.*

*Do not rely solely on your organisation’s reputation – it is the opportunity to promote your organisation.*

***Detailed proposal to meet the Customer’s requirements***

***Instruction to Respondents:***

*The information you provide in this section will be considered in evaluating the extent to which this Offer meets the Customer’s requirements, be as concise as possible. Do not provide general marketing material that does not relate to the specific requirement.*

*Provide a detailed description of your proposal to supply the Customer’s requirements, including any delivery methodology.*

**Respondent’s Response:**

**Part B.3 – Qualitative Criteria: Respondent’s Organisational Capacity, Experience and Specified Personnel**

***Handy Hint***

*This is your opportunity to highlight any unique capabilities.*

*Depending on the requirements, this could include a detailed description of your recent experience in successfully supplying similar Goods and/or Services. It could also include your organisation’s expertise in this field, brief information about your personnel (highlighting relevant expertise and experience), details of relevant intellectual property or unique Goods used.*

*You may also attach brief supporting information specific to this procurement including tailored CVs for Specified Personnel, where relevant.*

***Statement of Organisational Capacity and Experience***

***Instruction to Respondents:***

*The information you provide in this section will be considered in evaluating your organisation’s proven capacity to meet the Customer’s requirements.*

*Provide clear, concise details of your relevant abilities to deliver what you have proposed above.*

*This is your opportunity to prove to the evaluation panel that you can meet the Customer’s requirements to a high standard.*

**Respondent’s Response:**

***Specified Personnel***

***Handy Hint***

*Where the person proposed is a recognised expert in their field and the quality of your proposal relies on their expertise, they must be specified in the table below. Only include names for Specified Personnel where their unique skills are relevant or a security clearance is required to perform a particular role.*

*However, where you have a number of staff who could perform a particular role, include details of the position/role, and the % of the project time which this role will perform. In these circumstances it would not be necessary to name the person.*

*The % Time column is the % of the total project time each specified person/role will provide.*

*Include subcontractor personnel in this table, if applicable.*

***Instruction to Respondents:***

*Usually it will not be necessary to include Specified Personnel for Goods and/or Services contracts. However, if your proposal has referenced the skills of specific personnel provide details in the table below. Include their role, the percentage of the project that they will complete (the total of all specified personnel will add to not more than 100% of the project). Only propose Specified Personnel where you can reasonably expect them to perform the roles nominated.*

*Also include the same details for any subcontractor personnel, if applicable.*

*Add extra lines to the table if required. If no Specified Personnel are proposed insert “Not Applicable” in the table.*

|  |  |  |
| --- | --- | --- |
| ***Position/Role*** | ***% Time*** | ***Name*** |
|  |  |  |
|  |  |  |
|  |  |  |
| **Total all project personnel** | **100%** |  |

***Subcontractors***

***Handy Hint***

*The Supplier remains solely responsible to the Customer for all obligations under the Contract and therefore is responsible for subcontractor performance and management. The Supplier must ensure that any subcontract the Supplier enters into for the purpose of fulfilling their obligations under the Contract imposes any necessary obligations on the subcontractor (including this requirement on any subcontracts by a subcontractor).*

*If you are intending to include subcontractors, ensure that you undertake reasonable enquiries to determine their suitability to supply the subcontracted goods or services. This includes consulting the public register of debarred suppliers to ensure that the subcontractor is not currently debarred under the Procurement (Debarment of Suppliers) Regulations 2021, and inquiring with the subcontractor as to their suspension status to ensure that they are not suspended under the Procurement (Debarment of Suppliers) Regulations 2021. You should read and understand what your obligations would be under the Simple Contract Terms; including in particular the obligations set out in Subcontracting [Clause 8.4]. The written consent of the Customer is required if the Supplier proposes to subcontract any obligations under the Contract.*

***Instruction to Respondents:***

*Provide details of each subcontractor individual or organisation you will use below.**If no subcontractors are proposed write “Not Applicable”.*

*Note that the Customer is required to publicly disclose information about subcontractors.*

*Respondents must identify the roles or the specific parts of the contract each subcontractor will perform.*

*You must obtain consent from each subcontractor permitting the Customer to disclose information to you as to whether the subcontractor is suspended under the Procurement (Debarment of Suppliers) Regulations 2021.*

**Respondent’s Response:**

Full legal name of subcontractor:

Business name of the subcontractor:

ACN/ARBN (if applicable):

Postal address:

Requirements to be subcontracted:

I warrant that I have obtained consent from each above-named subcontractor permitting me to receive information from the Customer as to whether the subcontractor is a suspended supplier within the meaning of the *Procurement (Debarment of Suppliers) Regulations 2021*, for the purposes of this procurement process and any resulting Contract.

***Conflict of Interest***

***Handy Hint***

*A perceived Conflict of Interest is one in which a reasonable person would think that the person’s judgement and/or actions may be compromised.*

*It is important that the Respondent notify the Customer immediately if an actual, perceived or potential conflict of interest arises or may arise after the Offer has been submitted or during the Contract period.*

***Instruction to Respondents:***

*Would a real or perceived conflict of interest exist, or a potential conflict arise, if the Respondent (or where applicable the subcontractor) entered into a contract with the Customer? If so, include full details and strategies to manage the conflict here.*

*Has this Offer been prepared with any assistance from a current or former employee of the Customer? If so, include full details here.*

*If none, write “Nil”.*

**Respondent’s Response:**

***Referees***

***Handy Hint***

*A reference is stronger if your organisation and/or Specified Personnel has recently provided the referee with similar Goods and/or Services.*

*It is also good practice to make sure that any referees nominated are aware they might be contacted.*

***Instruction to Respondents:***

*Provide daytime contact details for two (2) referees who can attest to your capacity to meet the Customer’s requirements.*

|  |  |  |  |
| --- | --- | --- | --- |
| ***Referee Name*** | ***Position/Company/Agency*** | ***Phone No*** | ***Email Address*** |
|  |  |  |  |
|  |  |  |  |

***Additional Information***

***Handy Hint***

*Respondents may use this opportunity to identify any pre‑existing intellectual property or unique methodology. This section should not be used to include generic marketing information that is not specific to the requirements. Be as concise as possible.*

***Instruction to Respondents:***

*Are there additional details relevant to this Offer that you have not already included but want the Customer to consider? Any information included here should be relevant to this Offer and be as concise as possible.*

**Respondent’s Response:**

**Part B.4 – Total Costs to be incurred by the Customer**

***Instruction to Respondents:***

*The information you provide in this section will be considered in assessing the total costs the Customer will incur if it accepts your Offer.*

**Pricing**

***Lump Sum Fees and Charges***

***Handy Hint***

*Include in the table(s) below all the known costs for the Goods and/or Services on a lump sum price basis.*

***Instruction to Respondents:***

*Fill out table A if the specification only requires the delivery of Goods.*

*Fill out table B if the specification only requires the delivery of Services.*

*Fill out both table A and B if both Goods and Services are required.*

*Fill out the table(s) below including lump sum prices for each item. These lump sum prices must include any taxes, duties and any other government charges which may be imposed or levied in Australia or overseas. Add extra rows to the table if required.*

*The Item Descriptions and Milestone Descriptions should reflect those contained in the Delivery and Acceptance section at Part A of this Request.*

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Table A: For Goods only** | | | | | |
| ***Due Date*** | ***Item Description*** | ***Qty*** | ***Price (GST Exclusive)*** | ***GST component*** | ***Total Price  (GST Inclusive)*** |
|  |  |  | $ | $ | $ |
|  |  |  | $ | $ | $ |
|  |  |  | $ | $ | $ |
|  |  |  | $ | $ | $ |
|  |  |  | $ | $ | $ |
| **Total Lump Sum Price for Goods** | | | | | **$** |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Table B: For Services only** | | | | |
| ***Due Date*** | ***Milestone Description*** | ***Price (GST Exclusive)*** | ***GST component*** | ***Total Price  (GST Inclusive)*** |
|  |  | $ | $ | $ |
|  |  | $ | $ | $ |
|  |  | $ | $ | $ |
|  |  | $ | $ | $ |
|  |  | $ | $ | $ |
| **Total Lump Sum Price for Services** | | | | **$** |

***Other Fees and Charges***

***Instruction to Respondents:***

*Include only those other charges which are not included in the prices quoted above. An example of another charge could be a delivery fee for split deliveries where the total number of deliveries are not able to be calculated in advance. Add extra rows to the table if required.*

*If none, Respondents should complete the table with “Not Applicable”.*

|  |  |  |  |
| --- | --- | --- | --- |
| ***Description / Comments*** | ***Cost (GST Exclusive)*** | ***GST  component*** | ***Total cost (GST Inclusive)*** |
|  | $ | $ | $ |
|  | $ | $ | $ |
| **Total Other Costs (additional to above)** | | | **$** |

***Proposed Payment Schedule***

***Handy Hint***

*The total payment amount is the Total Lump Sum Price excluding any other costs. If Other Costs have been proposed the Total Payment Amount percentage will be less than 100%.*

***Instruction to Respondents:***

*Only complete this table if you are proposing that progress payments be made. If there are no progress payments, leave this table blank.*

*Do not propose a payment schedule that reflects more than the value of the milestones or deliverables achieved at any stage. Prepayment for Goods/Services is not allowed.*

*Add extra lines to the table if necessary.*

|  |  |  |  |
| --- | --- | --- | --- |
| ***Estimated Date*** | ***Milestone*** | ***Payment amount GST Inclusive*** | ***% of Maximum Contract Price*** |
|  |  | $ | % |
|  |  | $ | % |
|  |  | $ | % |
| **Total Payment Amount** | | **$** | **100%** |

**Part B.5 – Imported Content and Regional Price Preferences**

[Instruction for drafters – edit this section in accordance with Part A – clause 1.8 – The WA Buy Local Policy 2022.]

***Imported Content***

[Instruction for drafters – if Part A clause 1.8 states that Imported Content is not applicable, include the following statement and delete all other content in the Imported Content section.]

Imported Content is not applicable.

[Instruction for drafters – alternatively, if Part A clause 1.8 states that Imported Content is applicable, delete the above statement and include the Instruction to Respondents and Imported Content Table below]

***Instruction to Respondents:***

*The Western Australian Government’s* [*WA Buy Local Policy 2022*](http://www.wa.gov.au/government/publications/western-australian-buy-local-policy-2022.) *provides for State Agencies, when comparing bids, to apply a 20% price impost to the portion of a bid that comprises Goods, Services or items that the Respondent is proposing to import into Australia directly from**another country(excluding New Zealand. The cost of the Goods, Services or items that have been directly sourced from overseas is referred to as “imported content”. Goods, services or items of foreign origin that have been, or will be, purchased through a supplier based in Australia or New Zealand are not considered ‘imported’ for the purposes of the price impost.*

*The Respondent must complete the table below.*

*If the Respondent believes that there is no imported content in its Offer, the Respondent must enter “Nil” or “not applicable” in the final row.*

*All values used and shown in the table shall not include any allowance for GST.*

|  |  |  |
| --- | --- | --- |
| **Goods/Services/Items Imported from Another Country, Excluding New Zealand.** | | |
| **Goods/Services/Items** | **Country of Origin** | **Cost ($A)** |
|  |  |  |
|  |  |  |
| **Total Cost of Imported Content** | | **$** |

***Regional Price Preferences***

[Instruction for drafters – if Part A clause 1.8 states that Regional Price Preferences are not applicable, include the following statement and delete all other content in the Regional Price Preferences section.]

Regional Price Preferences are not applicable.

[Instruction for drafters – alternatively, if Part A clause 1.8 states that Regional Price Preferences are applicable, delete the above statement and include the Instruction to Respondents and both sections (i) and (ii) below]

***Instruction to Respondents:***

*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.*

*Details regarding the regional price preferences and how they are applied are documented in the Western Australian Government’s WA Buy Local Policy 2022. This policy can be viewed and downloaded at* [*wa.gov.au*](https://www.wa.gov.au/government/document-collections/western-australian-buy-local-policy-2022)*.*

*When a bid is received from a business that is located in another state or territory of Australia, or New Zealand under the ANZGPA, the regional business preference and the regional content preference will not be applied.*

*However, in circumstances where one or more bids are received from businesses located in the jurisdictions above and these bids are not being considered in the final analysis then the regional business preference and/or the regional content preference will be applied. The Customer retains the complete discretion to determine those bids in the final analysis.*

*The Customer reserves the right to request the Respondent to provide documentary evidence to the Customer’s reasonable satisfaction to verify the validity of any claim for a Regional Price Preference. Where the Respondent is unable to provide evidence to the Customer’s reasonable satisfaction to verify its claimed preference, the Customer may consider any such applicable preference to be invalid and not applied to the bid.*

1. **Regional Business Preference**

Eligible regional businesses located within a prescribed distance from the purchase or contract delivery point can claim the regional business preference.

The contract delivery point for this contract is as specified in Part A – clause 1.8 - The WA Buy Local Policy 2022.

The prescribed distance is as specified in Part A – clause 1.8 - The WA Buy Local Policy 2022.

State Agencies, when comparing bids received from regional businesses located within the prescribed distance, with bids received from Western Australian businesses located outside the prescribed distance, including the Perth region, will reduce the price of bids received from regional businesses located within the prescribed distance, for evaluation purposes only, by 10% (for delivery of goods and services) or 5% (for maintenance works services) of the total Offered Price calculated to a maximum of $250,000.

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.

|  |  |  |
| --- | --- | --- |
| The permanent operational office for the Offer submission and for contract delivery and management purposes is located in: | | |
|  | | |
| An eligible regional business is one that can bona fide answer “Yes” to all the listed questions below. | **Please click appropriate box** | |
| 1. Is your business located within the prescribed distance from the contract delivery point (excluding Zone 1, Perth Metropolitan Area)? | **Yes** | **No** |
| 2. Does your business maintain a permanent operational office within the prescribed distance from the contract delivery point (excluding Zone 1, Perth Metropolitan Area)? | **Yes** | **No** |
| 3. Has your business maintained this office and conducted similar business and contracting from this office for at least six (6) months prior to the date this Request was released? | **Yes** | **No** |
| 4. Is your business resourced by at least one person who resides in the region? | **Yes** | **No** |
| 5. Will your business manage/deliver the majority of the contract outcomes from the regional office located within the prescribed distance of the contract delivery point? | **Yes** | **No** |
| 6. The regional business preference is only available to eligible Respondents that bid from their regional business location. Have you bid from an office within the prescribed distance of the contract delivery point? | **Yes** | **No** |

1. **Regional Content Preference**

A regional content preference is available to Western Australian businesses, including businesses located in the Perth region, that use Goods, materials or Services in regional contracts that are purchased from businesses located within the prescribed distance.

The preference applies to the cost of Goods, materials or Services purchased and used in the delivery of the contract outcomes. The preference can also be applied to the cost of any travel, accommodation and meal costs associated with working on a regional contract and all ongoing travel, accommodation and meal costs associated with the delivery of the contract outcome. Land property rental or leasing costs cannot be claimed under regional content preference, however other forms of leasing, renting and hiring of services can be claimed.

For the delivery of goods and/or services:

* the regional content preference is only available to Western Australian businesses located outside the prescribed distance; and
* the cost of the declared regional content will be reduced, for evaluation purposes, by 10%, calculated to a maximum of $250,000.

For maintenance works services:

* the regional content preference is available to Western Australian businesses located both inside and outside the prescribed distance; and
* the cost of the declared regional content will be reduced, for evaluation purposes, by 5%, calculated to a maximum of $250,000.

To claim the regional content preference and to ensure that the preference is applied correctly where appropriate, businesses must be able to answer the questions set out below:

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| The permanent operational office for the Offer submission and for contract delivery and management purposes is located in: | | | | | |
|  | | | | | |
| 1. Does your business intend purchasing Goods and/or 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 Metropolitan Area)? | | | **Yes** | | **No** |
| 2. 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:** | | | $ | | |