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## TRP Request for Offers (RFO)

This whole-of-government template has been developed by the Department of Finance (**Finance**) in collaboration with the State Solicitor's Office. It is designed for use by State Agencies that are subject to the [Western Australian Procurement Rules](#) and has been issued by Finance in connection with the Template Redevelopment Project (**TRP**) Pilot – Phase 1.

Refer to:

- the Buying for Government page on [WA.gov.au](http://WA.gov.au) for more information about procurement policies and templates; and
- the Template Redevelopment Project page on [WA.gov.au](http://WA.gov.au) for more information about the TRP Pilot – Phase 1.

If you have any queries about using this template, contact [TRPAdvice@finance.wa.gov.au](mailto:TRPAdvice@finance.wa.gov.au).

### Document Control

Finance officers can access the current version of this template via SharePoint at the TRP Pilot – Phase 1 Teams channel.

The document history is set out below.

PUBLICATION DATE	VERSION	REVISION NOTES
1 July 2024	1	Internal release to Finance (Buildings and Contracts).
January 2025	2	Parts A to E, H and I updated (WAIPS Portal, confidential information, information security and other minor edits)

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## DRAFTING INSTRUCTIONS

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The colour of the text in this template indicates whether the text is an instruction to the template drafter, information to be completed by the drafter or standard text that should be retained in the final document.

### Black text

The recommended content developed by the Department of Finance and the State Solicitor's Office is in black text. Black text should not be changed without first seeking legal and/or practice advice.

### <Instructions>

*Instructions for the drafter are written in red text. It is important that all instructions are deleted from the document before the RFO is finalised or otherwise provided to a supplier.*

*Instructions are surrounded by < >, e.g. <instruction text>, so it is easy to search for and delete all instructions before finalising the document. Refer to the TRP Formatting Guide for tips and shortcuts.*

### Optional Text

Optional text that may apply, depending on the applicable facts and circumstances, is in blue text. Where both the heading and the provision is in blue text, it means the whole provision is optional. If optional text:

- is relevant, you should select the text, remove the square brackets (if any) and reformat the text as black text (select the text and click **Ctrl + spacebar** to remove Optional Text formatting); or
- is not relevant, you should delete it from the document,

in each case, before the document is finalised or otherwise provided to a supplier.

### [Placeholders]

Placeholders for information are surrounded by square brackets and highlighted in yellow Placeholder formatting, e.g. [insert information], so it is easy to search for and complete the required information.

Placeholders are formatted in **black text** if the required information must be completed, or in **Optional Text** if the placeholder forms part of optional content.

All placeholders should be completed or deleted (if an optional text placeholder is not required) before the document is finalised or otherwise provided to a supplier.

### Cross references

Cross references to section, parts etc. are highlighted in **blue**. Clear X-ref formatting by selecting the text and click **Ctrl + spacebar**.

Cross references to **parts, schedules and annexures** in this document are formatted using Word auto-cross reference fields. To automatically update those fields, select the text and click **F9**. To automatically update all fields click '**Ctrl + A**' and then click **F9**.

Cross references to Response Form section numbers are static text. If a cross reference to a Response Form section is in square brackets, you must check it after the RFO and Response Form are finalised. The reference may change, depending on which optional provisions have been selected.

### Clearing Character Formatting

Select text and click **Ctrl + spacebar** to clear character formatting of **instructions**, **optional text**, **placeholders**. For more formatting tips and shortcuts, refer to the TRP Formatting Guide.



# Request for Offers (RFO)

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## Request Title:

[Insert Request Title]

## Request Number:

[Insert Request Number]

## Closing Time:

2:30PM [DD Month YYYY], Western Australia

## Issued By:

[Insert Requesting Agency Name]

*<Insert the legal entity name of the Requesting Agency. For a government department, the name is 'State of Western Australia acting through [insert name of department]'. For a statutory authority or other body corporate, the name is the body corporate name specified in the relevant enabling legislation>*

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## Part A – Overview

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### A.1 BACKGROUND INFORMATION

<Include relevant background information and an overview of the proposed procurement. For example, describe where the goods and/or services will be delivered, the proposed contract term, if this is a new procurement or a refresh of an expiring contract.

Do not use this Part to describe detailed specification information or contractor obligations that should be described in **Part F (Specification)** of this document.>[insert here]

### A.2 BUY LOCAL ZONE

<If the contract delivery location is in the Perth Metropolitan area, this provision may be deleted. Otherwise, enter the contract delivery location (address) and update the Buy Local Policy information using the drop-down lists below.>For the purposes of the Western Australian Buy Local Policy 2022 (**Buy Local Policy**), the contract Point of Delivery, Zone and Prescribed Distance applicable to the Request are as listed below.

**Point of Delivery:** [Location where contract outcomes will be delivered / managed]

**Zone:** Select from drop down menu

**Prescribed Distance:** Select from drop down menu

<In accordance with the Buy Local Policy, an Accountable Authority can approve the extension of Zone 3 to include the next nearest town, or towns where there is more than one town of similar distance from the Point of Delivery. If this applies, include the text below.>Given the remote Point of Delivery location, the Prescribed Distance has been extended to include the following town(s):

- [Insert here]

Enquiries regarding a town not nominated here should be directed to the contractual enquiries contact person nominated in **Part B.3.1 (Contractual and Routine Enquiries)**.

The Buy Local Policy is available from [WA.gov.au](https://www.wa.gov.au).<sup>1</sup>

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<sup>1</sup> <https://www.wa.gov.au/government/document-collections/western-australian-buy-local-policy-2022>

## Part B – Documents and Information

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### B.1 DOCUMENTS

Part B.1 of this document describes the Request for Offers and Response Form (together, the Request Documents), and the associated terms and conditions.

#### B.1.1 RFO Parts

This document contains the following Parts:

- Part A: Overview
- Part B: Documents and Information
- Part C: Offer Requirements
- Part D: Government Policy Framework
- Part E: Assessment of Offers
- Part F: Specification
- Part G: Pricing Requirements
- Part H: Standing Offer Details [(not applicable)] <State if not applicable, do not delete>
- Part I: Contract Details
- Part J: Glossary
- Schedule 1 [to 4] <Update number when Schedules are finalised>
- [Annexure 1: Standing Offer Buying Rules] <Select if the Request is for a standing offer procurement with a panel of a suppliers, otherwise delete>

#### B.1.2 Defined Terms

This document incorporates defined terms from:

- the Request Conditions[, Standing Offer Conditions] and Contract Conditions specified in Part B.1.4 below; and <Delete reference to Standing Offer Conditions if the Request is not a standing offer procurement>
- Government policies, strategies and regulatory schemes specified in Part D (Government Policy Framework).

Refer to Part J (Glossary) for a list of key defined terms used in this document.

#### B.1.3 Request Documents and Terms and Conditions

The documents listed below describe the requirements of the Request.

### B.1.3.1 Request for Supply Documents

*<Delete, amend or supplement the optional components of the list below as required. All documents issued by the Requesting Agency describing the request for supply must be listed.>* The following documents describe the request for supply:

- this Request for Offers[. / incorporating the:]
  - Statement of Requirements document*<Delete if Part F (Specification) does not refer to a separate Statement of Requirements document>*

### B.1.3.2 Response Documents

*<Delete, amend or supplement the optional components of the list below as required. All documents that are issued for completion and submission by Respondents must be listed.>* The following documents are issued for completion and submission by the Respondent:

- the Response Form[. / incorporating the:]
  - WAIPS Participation Plan *<Delete if Part C.3.2.1 is not selected>*
  - Maintenance Agreement Form *<Delete if Part C.3.2.3 is not selected>*

### B.1.3.3 Terms and Conditions

The documents listed below contain the applicable terms and conditions:

- the Request Conditions
- [the Standing Offer Conditions] *<Delete if the Request is not for a standing offer procurement>*
- the Contract Conditions

Refer to Part B.1.4 below for information on how to access these documents.

### B.1.3.4 Addenda

The Requesting Agency may vary, supplement, supersede or replace any of the documents listed in this Part B.1.3 by issuing an Addendum.

## B.1.4 Accessing the Documents

### B.1.4.1 Request Documents

*<This template has been developed to facilitate the release of documents via Tenders WA. If you are intending to release documents via email or via an alternative Electronic Lodgement Platform, you will need to adapt this Part B.1.4.>*

*List all documents published on Tenders WA for downloading by the Respondent in connection with the Request. Delete references to Statement of Requirements (see Part F) and/or Maintenance Agreement Form (see Part C.3.2.3) if those documents are not applicable.>* The following documents are available for download from [www.tenders.wa.gov.au](http://www.tenders.wa.gov.au):

- this Request for Offers;

- [the Statement of Requirements referred to in Part F (Specification) of this document;]
- the Response Form; [and]
- [the Maintenance Agreement Form referred to in Part C.3.2.3 of this document; and]
- Addenda (if any).

The Respondent may register (free of charge) on [Tenders WA](#)<sup>2</sup> and should ensure that a complete copy of each document (including all Addenda, if any) has been downloaded.

#### B.1.4.2 Request Conditions

The conditions governing this Request process and the submission of Offers are contained in the Template Redevelopment Project (TRP) *Request Conditions (January 2025 version)* which are available from [WA.gov.au](#).<sup>3</sup> *<Check [WA.gov.au](#) before releasing the RFO and ensure that you refer to the month and year of the then current version of the TRP Request Conditions in this provision>*

#### B.1.4.3 Standing Offer Conditions

*<Option 1 – Select if the procurement is not for a standing offer>* The Standing Offer Conditions are not applicable to the Request.

*<Option 2 - Select this option for a standing offer procurement>* The conditions applicable to a Standing Offer (if any) resulting from the Request will be the Template Redevelopment Project (TRP) *Standing Offer Conditions (January 2025 version)*, available from [WA.gov.au](#).<sup>4</sup> *<Check [WA.gov.au](#) before releasing the RFO and ensure that you refer to the month and year of the then current version of the TRP Standing Offer Conditions in this provision>*

#### B.1.4.4 Contract Conditions

The Contract Conditions applicable to a Contract (if any) resulting from [the Request / *<or if, a standing offer procurement>* a Standing Offer Order] will be the Template Redevelopment Project (TRP) *General Conditions of Contract (January 2025 version)*, available from [WA.gov.au](#).<sup>5</sup> *<Check [WA.gov.au](#) before releasing the RFO and ensure that you refer to the month and year of the then current version of the TRP General Conditions of Contract in this provision>*

#### B.1.4.5 WAIPS Participation Plan

*<This provision must be included where a Participation Plan will be evaluated (see Section [E.3.13] of the Response Form). The Requesting Agency must use the WAIPS Portal to generate a unique link for each Request and insert the full link below. WAIPS related information and resources for agencies are available from [WA.gov.au](#) on the WA Industry Link: Information for agencies page>* The WAIPS Participation Plan form is available on the WAIPS Portal at

<sup>2</sup> <https://www.tenders.wa.gov.au/watenders/index.do>

<sup>3</sup> <https://www.wa.gov.au/government/publications/trp-request-conditions>

<sup>4</sup> <https://www.wa.gov.au/government/publications/trp-standing-offer-conditions>

<sup>5</sup> <https://www.wa.gov.au/government/publications/trp-general-conditions-of-contract>

the following link – [Insert the unique link generated by the WAIPS Portal specifically for this Request].

## B.2 TENDER BRIEFINGS[ AND SITE VISITS]

*<Option 1 – Select this option if there will be no tender briefings or site visits. Update the heading to this Part B.2 as required>*No tender briefings[ or site visits] will be conducted in connection with the Request.

*<Option 2 – Select this option if there will be a tender briefing and/or site visit. Update the heading to this Part B.2 if there will only be briefing(s)>*The Requesting Agency will conduct the [tender briefing(s) / site visit(s)] detailed below.

### B.2.1 Briefing Details

A [*<select the required option>*mandatory / non-mandatory] tender briefing to Respondents will be conducted at:

Date: Click to Select Date

Time: [insert] AM / PM

Location: [insert]

*<Only insert the following paragraph if the briefing is mandatory>***Failure to attend the briefing will result in the Respondent's Offer being ineligible for consideration.**

### B.2.2 Site Visit Details

A [*<select the required option>*mandatory / non-mandatory] site visit for Respondents will be conducted at:

Date: Click to Select Date

Time: [insert] AM / PM

Location: [insert]

*<Only insert the following paragraph if the site visit is mandatory>***Failure to attend the site visit will result in the Respondent's Offer being ineligible for consideration.**

### B.2.3 Attendance Details

*<This optional provision must be included if the tender briefing and/or site visit is mandatory. You are also encouraged to include this option for non-mandatory tender briefings or site visits to remind Respondents to confirm attendance etc.>*The Respondent is requested to confirm its attendance at the [tender briefing / site visit] by no later than [insert time] on [insert date] by contacting [insert email].

The Requesting Agency will maintain a register of attendees on the day of the [tender briefing / site visit]. The Respondent must include its legal entity details on the register of attendees[*<only insert the following wording if the briefing and/or site visit is mandatory>* for its Offer to be eligible for consideration].

## B.2.4 Other Briefing[ and Site Visit] Requirements

*<Review and amend to suit agency specific requirements, e.g. police facilities, court houses, prisons, hospitals, etc. If there are no agency specific requirements, or briefings or site visits are not applicable to the Request, then this provision should not be selected.>* The Respondent's attendees at briefings[ and site visits] conducted in connection with the Request must comply with the following requirements:

(a) [insert]

## B.3 CONTACT PERSONS

Enquiries in connection with the Request should be directed to the most appropriate contact person listed below.

The Respondent must not contact any other person within Government or any consultant to Government (other than those listed below, if any) engaged in relation to the Request to discuss the Request or any document or matter in connection with the Request.

### B.3.1 Contractual and Routine Enquiries

Name: [insert]

Title: [insert]

Phone: [insert]

Email: [insert]

### B.3.2 By Hand or By Post Lodgement Enquiries

Name: Tendering Services (Department of Finance)

Phone: (08) 6551 2345

*<Only **retain** this provision if the Requesting Agency allows Respondents to lodge hard copy Offers by hand or by post (see Part C.5.1). Update the contact details if you are using your agency's tendering services rather than the Department of Finance's Tendering Services team.>*

### B.3.3 Tenders WA Enquires

Name: Procurement Systems Support (Department of Finance)

Phone: (08) 6551 2020

*<Only **delete** this provision if the Request is not released on Tenders WA. If your agency uses an alternative platform for the lodgement of Offers, add those contact details to this Part B.3.3 and update Part C.5.2 (Electronic Lodgement) accordingly.>*

**B.3.4 Technical Enquiries**

Name: [insert]

Title: [insert]

Phone: [insert]

Email: [insert]

*<A technical enquiries contact is optional. Only retain if relevant. List contact details for a subject matter expert.>*

## Part C – Offer Requirements

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### C.1 REQUEST CONDITIONS AND OFFER VALIDITY PERIOD

#### C.1.1 Acceptance of Request Conditions

The Request Conditions contain important provisions regarding the Request process and the consequences of the Respondent submitting an Offer.

The Respondent is deemed to have read and agreed to the Request Conditions prior to submitting an Offer.

#### C.1.2 Closing Time

The Closing Time for the purposes of the Request Conditions is specified on the front page of this document.

Offers must be submitted in accordance with Request Conditions and this document, and be received in full by the Closing Time.

#### C.1.3 Offer Validity Period

*<Your agency may have standard offer validity periods for certain types of procurements. Check before specifying the period of time in this document.>* The Offer Validity Period for the Request is a period of [insert] months commencing from the Closing Time.

The Offer Validity Period may be extended in accordance with condition 6.2(c) of the Request Conditions.

### C.2 MANDATORY PREQUALIFICATION REQUIREMENTS

*<Option 1 – Select if there are no mandatory prequalification requirements>* There are no mandatory prequalification requirements applicable to Offers submitted in response to the Request.

*<Option 2 – Select if mandatory prequalification requirements apply. Example requirements are provided below. Delete, select or amend as required. Mandatory prequalification requirements should be used with extreme caution as an Offer that fails to meet the requirement(s) will be excluded from further consideration.>* The Requesting Agency will not consider any Offer that does not warrant that it meets all of the following mandatory prequalification requirements and provide satisfactory evidence thereof.

#### C.2.1 Mandatory Briefing / Site Visit

The Respondent and its attendees must comply with the mandatory briefing [*<select applicable option>*] and site visit / or site visit] requirements described in Part B.2 of this document.



## C.2.2 Licences and Statutory Approvals

*<If relevant, consider whether to include this requirement as a mandatory prequalification requirement or move it to Part F (Specification) of this document. If you select this provision ensure you take a consistent approach in the Response Form, Section [B.3] (licences and statutory approvals mandatory prequalification disclosure).*

*Only include this as a mandatory prequalification requirement, if the licence or approval is legally mandatory. Evidence of relevant, but non-mandatory, licences and approvals may be dealt with via a disclosure or in the qualitative requirements if relevant to evaluating the Respondent's Offer. Refer to Response Form Section [C.4.8] for the non-mandatory disclosure and Section E for qualitative requirements). Adapt the wording in this provision to reflect the applicable mandatory legal requirements>* The Respondent is required to hold the following licences and/or statutory approvals:

(b) [List required licences / statutory approvals]

## C.2.3 Quality Standards

*<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.*

*If quality standards are relevant, consider whether to include this requirement as a mandatory prequalification requirement or move it to Part F (Specification) of this document. If you select this provision, ensure you take a consistent approach in the Response Form, Section [B.4] (quality standards mandatory prequalification disclosure).*

*Unless there is a specific need for this standard as a mandatory prequalification requirement, do not include this provision. Evidence of quality standard certification may be dealt with via a disclosure or in the qualitative requirements if it is relevant to evaluating the Respondent's Offer but is not a mandatory requirement. Refer to Response Form Section [C.4.9] for the non-mandatory disclosure and Section E for qualitative requirements>* The Respondent must hold current certification for 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:

(a) [List the specific requirement / standard / design]

## C.3 OFFER DOCUMENTS

*<Specify the document format that Respondents must use to submit their Offer. Two examples have been included below. The first is for a single electronic file or hard copy Response Form. The second example requires Respondents to submit one file with completed sections A to G, I and J of the Response Form and a second file with section H (Pricing) of the Response Form. Amend as required. Adapt the content below as needed to reflect the requirements of the Requesting Agency>*

### C.3.1 Response Form and Attachments

If the Respondent elects to submit an Offer, they are requested to complete and submit the Response Form document in the manner describe below.

#### C.3.1.1 Response Form

**<Option 1 – Select this option when the Requesting Agency wants the Respondent to submit its Offer in a single document or file using the Response Form>** The Response Form document completed by the Respondent should to be submitted as a single [**<select required option>**electronic file / hardcopy document] using the method of lodgement specified in Part C.5 (Submission of Offer) of this document.

The [**<select required option>**file / document] should include the Request Number (listed on the front page of this document) and the Respondent's legal entity name.

**<Select if electronic lodgement is permitted>** The electronic file should be named using the following format: **<e.g. XYZ2311 – Response Form – ABC Pty Ltd>**

**[Insert Request Number] – Response Form – [Respondent legal entity name, e.g. ABC Pty Ltd]**

**<Option 2 – Select this option when the Requesting Agency wants the Respondent to submit its Offer using the Response Form document split into multiple parts.**

**The text below describes an Offer split into two files / documents. Amend the text as required to properly describe the number and format of documents required to be submitted. If you require additional documents such as an Electronic Response Schedule for pricing, make sure you list those document(s) in Part B.1.3.2 as forming part of the Response Form.>** The Response Form document completed by the Respondent should to be separated into the [**<select required option>**files / documents] described below and be submitted using the method of lodgement specified in Part C.5 (Submission of Offer) of this document.

#### Response Form Sections A to G, [and ]I[ and J]

The first [**<select required option>**electronic file / hardcopy document] should only contain Sections A to G, [and ]I[ and J] of the completed Response Form. **<Section J (Attachments) in the Response Form is optional and may be deleted. Update the cross reference in this paragraph and the heading above, is required>**

The [**<select required option>**file / document] should include the Request Number (listed on the front page of this document) and the Respondent's legal entity name.

**<Select if electronic lodgement is permitted>** The electronic file should be named using the following format: **<e.g. XYZ2311 – Response Form – ABC Pty Ltd>**

**[Insert Request Number] – Response Form – [Respondent legal entity name, e.g. ABC Pty Ltd]**

#### Response Form Section H (Pricing)

The second [**<select required option>**electronic file / hardcopy document] should only contain Section H (Pricing) of the completed Response Form.

The [*<select required option>*file / document] should include the Request Number (listed on the front page of this document) and the Respondent's legal entity name.

*<Select if electronic lodgement is permitted>* The electronic file should be named using the following format: *<e.g. XYZ2311 – Response Form – Pricing – ABC Pty Ltd>*

*[Insert Request Number] – Response Form – Pricing – [Respondent legal entity name, e.g. ABC Pty Ltd]*

### C.3.1.2 Response Form Attachments

Each section of the Response Form will specify whether the Requesting Agency:

- (a) requires the Respondent to submit evidence in support of a statement made in the completed Response Form as an attachment; or
- (b) gives the Respondent the option to provide additional information as an attachment.

If the Requesting Agency requires or permits the Respondent to submit information as an attachment in response to a question in the Response Form, the Respondent must submit the attachment(s) as [*<select required option>*electronic file(s) / hardcopy document(s)]. Each attachment should clearly identify the section of the Response Form to which it relates and should be named using the following format: *<e.g. XYZ2311 – Attachment B.1.2 – ABC Pty Ltd>*

*[Insert Request Number] – Attachment [Response Form Section no.] – [Respondent legal entity name, e.g. ABC Pty Ltd]*

## C.3.2 Other Documents at Closing Time

*<This provision has been developed for use where there is other information (in addition to the Response Form document and attachments thereto) that all Respondents must submit at the Closing Time. Delete items if not applicable or add items as necessary. If there is additional information that Respondents may submit at their discretion, adapt the provision to make clear the requirements are discretionary>* If the Respondent elects to submit an Offer, they must submit the documents described below using the method of lodgement specified in Part C.5 (Submission of Offer) of this document. [*<select if electronic lodgement is permitted>*] The documents must be uploaded in accordance with the process and format requirements specified in Part C.5.2.]

### C.3.2.1 WAIPS Participation Plan

*<This provision must be included where a Participation Plan will be evaluated (see Section [E.3.13] of the Response Form). WAIPS related information and resources for agencies are available from [WA.gov.au](http://WA.gov.au) on the WA Industry Link: Information for agencies page>* The Respondent must complete and submit a Participation Plan as part of its Offer. This is a requirement of the Western Australian Industry Participation Strategy (**WAIPS**).

The Participation Plan must be prepared using the form available via the WAIPS Portal link for this Request specified in Part B.1.4.5 of this document.

Upon completion of the WAIPS Participation Plan form, the Respondent will receive their completed Participation Plan as a PDF file via email, which they must submit with their Offer.

Refer to **Part D.10** of this document for more information on the WAIPS Participation Plan requirements and the Department of Jobs Tourism Science and Innovation (**JTSI**) contact details for WAIPS related queries.

### **C.3.2.2 Schedule of Technical Information**

*<This provision should only be used when the procurement (1) has complex technical specifications and the Requesting Agency requires all Respondents to provide specific technical information as part of their Offer, and (2) that information is to be provided in a separate document to the Response Form. If the Respondents will be given the option to present supporting information at their discretion, this provision will need to be adapted>*The Respondent is requested to submit a Schedule of Technical Information as part of its Offer.

The Schedule of Technical Information must include such information, by way of further details, illustrations, catalogues, brochures and the like, as may be necessary to fully describe or explain, or better describe or explain, the Offer. That information includes:

(a) [insert]

### **C.3.2.3 Maintenance Agreement Form**

*<This provision is rarely applicable and is only relevant when there is a specific requirement for the Respondent to submit a price for future maintenance of the supplied goods for a period of years, and the Requesting Agency is not seeking to procure both the goods and maintenance services under a single contract. The format and content of the Maintenance Agreement Form will depend on the factual circumstances of the procurement and the requirements of the Requesting Agency. Currently there is no whole-of-government template for this type of form. Seek advice before using this provision and/or developing a Maintenance Agreement Form>*The Respondent is requested to submit with its Offer, on the Maintenance Agreement Form provided by the Requesting Agency, a price for the maintenance of the goods after the expiration of the applicable warranty period, on the basis of a maintenance agreement [set out in / referred to in] **Part F** (Specification) of this document and attached as **Appendix 1** of the Response Form.

The maintenance work will not form part of the Contract, but the price specified in the Maintenance Agreement Form may be taken into account in the consideration of an Offer.

*[<Optional provision, select if required>*The Offer may not be considered if the Respondent fails to submit a price for the maintenance work, as required by this **Part C.3.2.3**.]

*[<Optional provision, select if required>*If the maintenance is to be carried out by a subcontractor, the Respondent should complete the Maintenance Agreement Form in consultation with the subcontractor and return it to the Respondent for submission with its Offer.]

Any contract entered into for maintenance as described in the Maintenance Agreement Form will be a separate contract to the Contract (if any) resulting from the Request.

## C.4 ALTERNATIVE PROPOSALS

<Select either Option 1 or Option 2 below, do not delete both options.

**Option 1** – Select if alternative proposals will not be accepted>The Requesting Agency will not accept alternative proposals submitted in response to the Request.

<**Option 2** – Alternative proposals are not usually relevant to goods and/or services procurements. If the Department of Finance is involved in the procurement, seek advice from Finance before using this option. The text below is by way of example only>A Respondent may submit an alternative proposal(s) on any matter described in Part F (Specification) including the nature of the [goods / services / goods and/or services] required to be supplied under the Contract (if awarded) and how they are delivered.

However, a Respondent submitting an alternative proposal(s) must also submit an Offer that complies with Part F of the Request.

Where an alternative proposal is submitted, the Respondent must use the lodgement method specified in Part C.5 of this document and include a fully detailed description and state clearly the manner in which it differs from what is specified in the Request.

## C.5 SUBMISSION OF OFFER

### C.5.1 By Hand and By Post Lodgement

<Select either Option 1 or Option 2 below, do not delete both options.

**Option 1** – Select if submission of Offers by hand or post is not permitted>Not applicable.

<**Option 2** – Select if submission of Offers by hand or post is permitted. Update the delivery / postal address details if you are not using the Department of Finance's Tendering Services>The documents comprising the Offer must be prepared and named in accordance with Part C.3 (Offer Documents) of this document.

The Respondent may submit an Offer by either of the lodgement methods listed below:

By hand at:	By post addressed to:
Department of Finance Tendering Services Djookanup 16 Parkland Road OSBORNE PARK WA 6017	Department of Finance Tendering Services Locked Bag 11 Osborne Park BC WA 6916

The Respondent must allow sufficient time for delivery if submitting their Offer by hand or by post.

If the Respondent submits an Offer by hand or by post, they must provide:

- one (1) unbound copy marked "Original Copy"; [and]
- [insert number] ([X]) additional copies [. / ; and]

- an electronic copy of the Offer [on a USB or [insert].]

## C.5.2 Electronic Lodgement

**<Option 1 – Select if electronic offer submission is not permitted. If the procurement is a Covered Procurement under the WA Procurement Rules and you select this option, ensure that the advertising period for the Request is compliant with Rule D4.1.B.3>**Not applicable.

**<Option 2 – Select if electronic Offer submission is permitted>**If the Respondent elects to submit an Offer, they [may / must] do so by uploading the Offer file(s) in an Approved File Format at [www.tenders.wa.gov.au](http://www.tenders.wa.gov.au) in accordance with the requirements of Part C.5.2.1 and C.5.2.2 below.

### C.5.2.1 File Upload Requirements

**<The content in Parts C.5.2.1 to C.5.2.4 assumes the Requesting Agency requires Respondents to submit their Offers via Tenders WA. If the Requesting Agency is using a different Electronic Lodgement Platform, or is accepting Offers via email, this content will need to be updated to describe the alternative lodgement requirements.**

**Important note:** Tenders WA will only accept files for uploading in file formats listed in the Tenders WA Whitelist. Agency personnel can view the Whitelist by logging in to Tenders WA and following the links [Help](#) ➤ [Help Guides](#) ➤ [Buyers Help Guides](#) ➤ [Tenders WA File Whitelist](#). If uploading file(s) to Tenders WA, the Respondent must be registered on Tenders WA and ensure the Offer lodgement is made in accordance with the [Tenders WA Terms of Use](#).<sup>6</sup>

The file(s) must conform to the requirements specified in Part C.3 (Offer Documents) of this document and must:

- be saved in an Approved File Format specified in Part C.5.2.2 below;
- have a file name no more than 125 characters in length; and
- be lodged against the Request Number listed on the front page of this document.

Each file upload request must be equal to or less than 100MB per upload request.

### C.5.2.2 Approved File Formats

**<Important Note:** The Approved File Formats in the table below are a subset of the file formats on the Tenders WA Whitelist. Check the current version of the Whitelist (available from [Tenders WA](#)) and if other Whitelist formats are relevant to your procurement, add those file formats to the table.

Not all Whitelist formats are accessible by all agencies. If you are unsure whether a listed file format is relevant and / or accepted by your agency, check with your agency's ICT team. Delete any listed format that is not relevant to your procurement and / or not accepted by your agency.

If you have queries about the Whitelist and/or require additional formats to be approved and added to the Whitelist, contact Procurement Systems Operations –

<sup>6</sup> <https://www.tenders.wa.gov.au/watenders/terms-and-conditions.vm?CSRFNONCE=26D6C3747B28549F25B322736583C338>



[procurementsystems@finance.wa.gov.au](mailto:procurementsystems@finance.wa.gov.au)>The Offer file(s) must be uploaded in one of the following file formats (each an **Approved File Format**):

Approved File Formats			
Adobe Reader File #	.pdf	Microsoft Excel File *	.xls
Image File	.jpeg	Microsoft Excel File *	.xlsx
Image File	.jpg	Microsoft Excel File *	.csv
Image File	.png	Microsoft PowerPoint File *	.ppt
Media File	.mp4	Microsoft PowerPoint File *	.pptx
Media File	.mpp	Microsoft Publisher File *	.pub
Rich Text Format File	.rtf	Microsoft Word File *	.doc
Text File	.txt	Microsoft Word File *	.docx
		Microsoft Word File *	.docm
Approved File Formats – Compression Formats			
ZIP File	.zip	Unix File	.z
gzip File	.gz	7-zip File	.7z
RAR File	.rar		

# PDF files must be Adobe compatible. \* Microsoft files must be PC / Windows compatible. <If your agency can accept non-Adobe pdf files and/or Microsoft for Mac files, update or delete this wording as required>

### C.5.2.3 Requesting Agency File Format Discretion

Notwithstanding Part C.5.2.2 above, if the Respondent uploads file(s) to Tenders WA:

- (a) in a file format that is not listed in the table above; or
- (b) in one of the compression file formats listed above, and the underlying compressed file(s) is saved in a format not listed in the table above,

the Requesting Agency may exclude the content of that file(s) from their consideration of the Respondent's Offer at their discretion.

### C.5.2.4 Tenders WA Help Guides

The Tenders WA Terms of Use can be viewed at [www.tenders.wa.gov.au](http://www.tenders.wa.gov.au).<sup>7</sup>

Guidelines to assist Respondents with registering on Tenders WA and lodging an Offer electronically can be downloaded from Tenders WA by following the links to:

<sup>7</sup> <https://www.tenders.wa.gov.au/watenders/terms-and-conditions.vm?CSRFNONCE=26D6C3747B28549F25B322736583C338>

[Help](#) ➤ [Help Guides](#) ➤ [Business Help Guides](#) ➤ [Tenders WA File Formats](#)

Queries in relation to Tenders WA, including Approved File Formats, should be directed to the Tenders WA enquiries contact listed in [Part B.3.3](#) (Tenders WA Enquiries) of this document.

## C.6 OFFER INFORMATION AFTER CLOSING TIME

*<Include this provision if relevant (i.e. if the Requesting Agency intends to request specific information after the Closing Time) and ensure that the requirements do not conflict with the Request Conditions. If this provision is not included, the Requesting Agency still has broad rights under the Request Conditions to seek additional information and/or clarification if required. Those rights should be exercised in accordance with fairness and probity considerations, and should not be used to allow a Respondent to materially change or improve their Offer after the Closing Time>* Without limiting [condition 4.3](#) of the Request Conditions, if requested, the Respondent shall submit to the Requesting Agency, within [*<Specify a reasonable time for submission>*[two Business Days](#)] from the date of the request the Offer Information listed below: *<Select or delete the paragraphs below as required>*

- (a) a submission regarding current or past performance in relation to any dealing with the State of Western Australia or its agencies within the scope of [Part E.2.2\(i\)](#) (Value for Money Assessment);
- (b) information regarding any Regional Price Preference claim (see [Part G.5.2](#) (Regional Price Preferences) of this document).



## Part D – Government Policy Framework

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This Part provides information on the application of certain government policies, strategies and regulatory schemes to the Request[, any Standing Offer] and any Contract that may result from the Request.

Respondents must familiarise themselves with this Part and incorporate the policy requirements, to the extent necessary, into their Offer as this may be taken into account in the assessment of Offers.

### D.1 WESTERN AUSTRALIAN PROCUREMENT RULES

The *Western Australian Procurement Rules* (General Procurement Direction 2024/01) set out the policy requirements that State Agencies must follow when procuring goods, services and works.

The Procurement Rules are available from [WA.gov.au](https://www.wa.gov.au).<sup>8</sup>

### D.2 ABORIGINAL PROCUREMENT POLICY

The *Aboriginal Procurement Policy* (General Procurement Direction 2021/08)(the **APP**) commenced in 2018 and sets targets for the value of government contracts awarded by State Agencies to Registered Aboriginal Businesses and/or Aboriginal Community Controlled Organisations (**ACCO**), and seeks to develop entrepreneurship and business opportunities for the Aboriginal community.

<Do not select this paragraph if the RFO is for a standing offer arrangement. Only select this paragraph if the Contract resulting from the Request has an estimated value of \$5 million or above (including GST and all extension options) and the contract deliverables are of the type described in the 'Applicable contracts' section in Part B of the Aboriginal Procurement Policy>The APP also requires suppliers under certain government contracts to meet Aboriginal participation requirements in the form of an Aboriginal business / ACCO subcontracting target or an Aboriginal employment target. Refer to the 'applicable contracts' section in Part B of the APP for more information.

The Aboriginal Procurement Policy and the APP Guide for Aboriginal Suppliers is available from [WA.gov.au](https://www.wa.gov.au).<sup>9</sup>

### D.3 BUY LOCAL POLICY 2022

The *Western Australian Buy Local Policy 2022* (**Buy Local Policy**) reflects the State Government's intention to maximise opportunities for regional Western Australia by supporting small and medium sized enterprises to successfully bid for government contracts, where the contract Point of Delivery is in Regional Western Australia, with the

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<sup>8</sup> <https://www.wa.gov.au/government/multi-step-guides/western-australian-procurement-rules>

<sup>9</sup> <https://www.wa.gov.au/government/publications/general-procurement-direction-202108-aboriginal-procurement-policy>

intention that increasing government contracts in the regions will positively drive Regional jobs and growth.

The Buy Local Policy provides Regional Price Preferences to local Western Australian businesses when they compete for regionally based government contracts and, subject to any Free Trade Agreements, may apply an Imported Content Impost on Imported Content.

The Buy Local Policy is available for download from [WA.gov.au](http://WA.gov.au).<sup>10</sup>

The Department of Jobs, Tourism, Science and Innovation (**JTSI**) is the policy owner and administrator. Respondents should direct any Buy Local Policy enquiries to JTSI.

JTSI's contact details are:

Phone: (08) 6277 2999

Email: [industrylink@jtsi.wa.gov.au](mailto:industrylink@jtsi.wa.gov.au)

## D.4 COSTING AND PRICING GOVERNMENT SERVICES

<Only include this provision if the contract deliverables are services of a type offered by tertiary institutions or statutory or Government bodies. Also include the related provision [Part E.2.3.5 \(Competitive Neutrality\)](#)>The Western Australian Department of Treasury publishes financial policy guidance for Government entities, including the Costing and Pricing Government Services guidelines.

If the Respondent is a tertiary institution or statutory or Government body (including a State Agency), the Respondent's Offer must be calculated in accordance with this guidance.

The Costing and Pricing Government Services guidelines are available from [WA.gov.au](http://WA.gov.au).<sup>11</sup>

## D.5 DEBARMENT REGIME

The Western Australian supplier debarment regime is a regulatory scheme established under Part 7 of the *Procurement Act 2020* (WA) and the *Procurement (Debarment of Suppliers) Regulations 2021* (WA).

The scheme establishes grounds and processes through which a supplier can be excluded (by suspension or debarment) from supplying goods, services or works to State Agencies. Further information about the regulatory scheme is available from [WA.gov.au](http://WA.gov.au)<sup>12</sup> and [Tenders WA](#).<sup>13</sup>

Unless operation of the *Procurement (Debarment of Suppliers) Regulations 2021* (WA) has been excluded, the Requesting Agency must exclude from consideration any Offer

<sup>10</sup> <https://www.wa.gov.au/government/document-collections/western-australian-buy-local-policy-2022>

<sup>11</sup> <https://www.wa.gov.au/government/publications/financial-policy-publications-and-agency-advice>

<sup>12</sup> <https://www.wa.gov.au/organisation/departments-of-finance/debarment-regime>

<sup>13</sup> <https://www.tenders.wa.gov.au/watenders/index.do>

received from a Respondent who is suspended or debarred, and any Offer which includes a subcontracting arrangement with a suspended or debarred subcontractor.

## D.6 FREE TRADE AGREEMENTS

<Only include this provision if the procurement is a 'Covered Procurement' by a 'Covered State Agency' as defined in Appendix 1 of the WA Procurement Rules. Appendix 4 of the Rules lists current Covered State Agencies>The Covered Procurement rules within the *Western Australian Procurement Rules* incorporate measures implemented by the State Government in respect of the Government Procurement Chapters of relevant international trade treaties (**Free Trade Agreements** or **FTAs**) entered into by the Australian Government. The Covered Procurement rules apply to the Request.

Information about Australia's current FTAs and those currently under negotiation is available from the Australian Government's [Department of Foreign Affairs and Trade](#).<sup>14</sup>

## D.7 GENDER EQUALITY IN PROCUREMENT

The State Government is committed to advancing gender equality in Western Australia as demonstrated by *Stronger Together: WA's Plan for Gender Equality* (**Stronger Together Plan**).

Information about the Stronger Together Plan and how to advance gender equality in your business or organisation is available from [WA.gov.au](#).<sup>15</sup>

On 1 July 2024 the Department of Finance issued General Procurement Direction 2024/02 (*Gender Equality in Procurement – Disclosure Clause*) which mandates the use of a gender equality disclosure clause in procurement documents.

General Procurement Direction 2024/02 is available from [WA.gov.au](#).<sup>16</sup>

Information about the disclosure clause mandated by General Procurement Direction 2024/02 is available in the [Gender Equality in Procurement Guideline](#).

## D.8 NATIONAL PRINCIPLES OF CHILD SAFE ORGANISATIONS

<This provision should only be selected if the procurement comprises or involves "child-related work" (as defined in section 6 of the *Working with Children (Screening) Act 2004 (WA)*)>The National Principles for Child Safe Organisations (the **National Principles**) were developed to provide a consistent approach to creating organisational cultures that foster child safety and wellbeing. The National Principles were endorsed by the Council of Australian Governments in February 2019.

The Western Australian Department of Communities is working with State Agencies, the community services sector, peak bodies and other jurisdictions to drive the implementation of the National Principles across Western Australia.

<sup>14</sup> <https://www.dfat.gov.au/trade/agreements/trade-agreements>

<sup>15</sup> <https://www.wa.gov.au/government/document-collections/gender-equality-procurement#resources-for-suppliers>

<sup>16</sup> <https://www.wa.gov.au/government/document-collections/general-procurement-directions>

More information about the National Principles is available from [WA.gov.au](http://WA.gov.au).<sup>17</sup>

## D.9 PRO BONO LEGAL SERVICES

*<This provision should only be selected if the procurement is for legal services to be provided in Western Australia>* The State Government is committed to the provision of Pro Bono Legal Services as a means to contribute to the administration of justice.

The State Government recognises that the provision of Pro Bono Legal Services complement Government funded legal services and seeks to strengthen the community legal sector through the provision of Pro Bono Legal Services.

More information about the WA Pro Bono Legal Services Model is available from [WA.gov.au](http://WA.gov.au).<sup>18</sup>

## D.10 WESTERN AUSTRALIAN INDUSTRY PARTICIPATION STRATEGY

*<This provision must be included where the procurement is above the relevant WAIPS threshold. WAIPS information for agencies is available from [WA.gov.au](http://WA.gov.au) – and refer to the WA Industry Link: Western Australian Industry Participation Strategy page on [WA.gov.au](http://WA.gov.au) for the current contract value thresholds>* The State Government's Western Australian Industry Participation Strategy (**WAIPS**) under the *Western Australian Jobs Act 2017* (WA) applies to the Request and any resulting Contract.

The Department of Jobs, Tourism, Science and Innovation (**JTSI**) is the policy owner and administrator of WAIPS. JTSI manages the WAIPS Portal and the Participation Plan form which is made available to Respondents via the portal.

Respondents should refer to the [How to complete a WAIPS participation plan guide](#)<sup>19</sup> when completing their Participation Plan.

Additional assistance may also be sought from the [Industry Link Advisory Service](#)<sup>20</sup>, no later than five Business Days before the Closing Time.

Respondents should direct any WAIPS enquiries to JTSI.

JTSI's contact details are:

Phone: (08) 6277 2999

Email: [industrylink@jtsi.wa.gov.au](mailto:industrylink@jtsi.wa.gov.au)

## D.11 WESTERN AUSTRALIAN SOCIAL PROCUREMENT FRAMEWORK

The Western Australian Social Procurement Framework brings together relevant State Government social procurement policies that apply to State Agencies.

The Social Procurement Framework is available from [WA.gov.au](http://WA.gov.au).<sup>21</sup>

<sup>17</sup> <https://www.wa.gov.au/government/document-collections/child-safe-organisations-practical-examples>

<sup>18</sup> <https://www.wa.gov.au/government/announcements/western-australias-pro-bono-model>

<sup>19</sup> <https://www.wa.gov.au/government/publications/how-complete-waips-participation-plan>

<sup>20</sup> <https://www.wa.gov.au/organisation/departments-of-jobs-tourism-science-and-innovation/support-businesses>

<sup>21</sup> <https://www.wa.gov.au/government/publications/western-australian-social-procurement-framework>

## Part E – Assessment of Offers

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### E.1 TREATMENT OF OFFERS

#### E.1.1 Requesting Agency Rights and Discretion

Without limiting **condition 4** of the Request Conditions, the Requesting Agency has rights to:

- (a) seek clarification and further information regarding an Offer and the Respondent; and
  - (b) accept an Offer or reject any or all Offers,
- in its absolute discretion.

#### E.1.2 Value for Money

Value for money is a key Western Australian government policy objective, as outlined in the [Western Australian Procurement Rules](#).<sup>22</sup> When assessing value for money, the Requesting Agency may take into account a variety of factors including the State Government's social, economic and environmental priorities and policies.

When purchasing goods, services or works, the Requesting Agency will assess the costs, benefits and risks inherent in an Offer, rather than simply selecting the lowest price offered, in order to achieve the best possible outcome for every dollar spent.

### E.2 SELECTION AND ASSESSMENT PROCESS

#### E.2.1 Mandatory Prequalification Requirements

**<Option 1 – Select if there are no mandatory prequalification requirements specified in Part C.2>** There are no mandatory prequalification requirements applicable to Offers submitted in response to the Request.

**<Option 2 – Select if there are mandatory prequalification requirements>** The Requesting Agency requires that the Respondent's Offer meets the prequalification requirements set out in **Part C.2 (Mandatory Prequalification Requirements)** of this document as a precondition to the further assessment of the Offer.

#### E.2.2 Value for Money Assessment

Value for money will be determined solely by the Requesting Agency in its absolute discretion.

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<sup>22</sup> <https://www.wa.gov.au/government/multi-step-guides/western-australian-procurement-rules>

Factors that the Requesting Agency may consider include:

- (a) relevant policy requirements under State Government policies, strategies and regulatory regimes specified in **Part D** (Government Policy Framework) of this document;
- (b) the response to **Section C** (Compliance and Disclosure Requirements) of the Response Form;
- (c) the response to **Section D** (Insurance Requirements) of the Response Form;
- (d) the response to **Section E** (Qualitative Requirements) of the Response Form;
- (e) the response to **Section F** (Specified Personnel) of the Response Form; *<Only select this provision if the Respondent is required to name specified personnel in Section F of the Response Form>*
- (f) the Offered Price[; / including:
  - (i) any settlement discount provided under in response to **Part G.4** (Settlement Discount) of this document; [and]
  - (ii) Imported Content adjustments, if applicable; and
  - (iii) **Regional Price Preferences;** *<Only include if the Contract will be delivered within Zone 2 or 3 as defined in the WA Buy Local Policy 2022>*
- (g) whole of life costs for the deliverables under any Contract resulting from the Request[, including likely maintenance, disposal, replacement and repair costs]; *<Adapt or delete the optional text depending on the goods or services to be delivered under the Contract>*
- (h) subcontractors (if any) proposed by the Respondent;
- (i) the Respondent's financial viability and capacity;
- (j) any information in connection with the Offer or regarding the Respondent, including current or past performance in relation to any other contract, arrangement or dealing with the State of Western Australia or its agencies[; / , including:
  - (i) quality, time and cost under previous contracts; and
  - (ii) payment of workers and / or subcontractors;]
- (k) any demerits or sanctions issued against the Respondent under [specify **Requesting Agency supplier performance management program**]; *<Only select this provision if the Requesting Agency has a formal supplier performance management program>*
- (l) the Respondent's current workload and technical resources; *<This provision may be relevant where a procurement requires specialist technical personnel or has a critical or short delivery timeframe etc.>*
- (m) the Respondent's response to an expression of interest preceding the Request; *<Delete this optional provision if no EOI was issued>*



- (n) the shortlisting requirements in Part E.2.6 (Shortlisting Process) of this document. <Select this provision if you have described specific shortlisting requirements in Part E.2.6>

### E.2.3 Compliance and Disclosure Assessment

If the Respondent does not agree to the Request Conditions, its Offer will be rejected.

#### E.2.3.1 Compliance and Disclosure Requirements and Departures

The Requesting Agency reserves the right to reject any Offer for any reason including where the Offer:

- (a) does not properly address any of the compliance and disclosure requirements in this Part E.2.3, and Section C (Compliance and Disclosure Requirements)[ and, with respect to Specified Personnel, Section F (Specified Personnel)] of the Response Form; [and/or]
- (b) contains material departures from the Standing Offer Details in Part H and/or the Standing Offer Conditions referenced in Part B.1.4.3 of this document; and/or <Only include if the Request is for a standing offer procurement>
- (c) contains material departures from the Contract Details in Part I and/or the Contract Conditions specified in Part B.1.4.4 of this document.

#### E.2.3.2 Criminal Convictions

The Respondent must confirm in Section C (Compliance and Disclosure Requirements) of the Response Form that neither the Respondent nor any Senior Officer of the Respondent (as defined in regulation 3(1) of the *Procurement (Debarment of Suppliers) Regulations 2021* (WA)) has been convicted of any:

- (a) criminal offence that is punishable by imprisonment or detention; or
- (b) criminal or statutory offence that is punishable by a fine or penalty of, or exceeding, \$10,000.

<Include this optional provision if Part F (Specification) of this RFO requires the Respondent to nominate Specified Personnel in Section F (Specified Personnel) of the Response Form>The Respondent must complete equivalent criminal convictions disclosures in Section F (Specified Personnel) of the Response Form with respect to the Specified Personnel (if any).

The Respondent is not required to disclose convictions that are spent convictions under the *Spent Convictions Act 1998* (WA) or equivalent legislation of another State or Territory of Australia.

#### E.2.3.3 Conflict of Interest

The Respondent must complete conflict of interest disclosures in Section C.4.3 of the Response Form in respect of itself and its Senior Officers[, and in Section F with respect to its Specified Personnel].

### E.2.3.4 Independent Evidence of Financial Solvency

*<Select Option 1 if the evidence is required from all Respondents. Select Option 2 if evidence will only be required at the preferred Respondent stage.*

*The Request Conditions define Financial Information. Only information of the type described in paragraph (h) and (i) of that definition may be used to provide **independent** evidence of financial solvency* [**<Option 1>**The Respondent is required / **<Option 2>**If the Respondent is selected as a preferred Respondent, the Respondent is required] to submit Financial Information that provides independent evidence of financial solvency.

The Financial Information must:

- (a) clearly indicate the credit risk of engaging with the Respondent;
- (b) be in the form of:
  - (i) a credit rating report from a reputable, independent credit rating risk report provider; or
  - (ii) a financial report or other document prepared and signed by an independent, qualified accountant; and
- (c) have been issued no more than six months prior to the Closing Time.

Financial Information comprising financial statements, yearly statements, marketing material or statements from a Respondent's director/s will not be acceptable because they will not meet the requirement of independence.

If the evidence is sourced from an independent accountant, the Respondent must submit a letter from the accountant on the accountant's letterhead containing the following statement:

*"We act as accountants for [insert Respondent legal entity name] (the Respondent). We have reviewed the Respondent's accounts for the period [insert reference period] and confirm that the Respondent is financially solvent and able to pay its debts as and when they fall due and payable."*

The independent evidence of financial solvency will be considered as part of the due diligence process.]

### E.2.3.5 Competitive Neutrality

*<This provision is only relevant if the contract deliverables are services of a type offered by tertiary institutions or statutory or other Government bodies>*If the Respondent is a tertiary institution or statutory or Government body (including a State Agency), the Respondent's Offer must:

- (a) be calculated on a full commercial basis (in accordance with the Costing and Pricing Government Guidelines as described in **Part D.4** of this document);
- (b) include a letter signed by the chief executive officer of the Respondent certifying that the Offer has been calculated on a full commercial basis; and



(c) be verified by an independent expert, if required by the Requesting Agency.

#### E.2.4 Referees

In the Response Form, the Respondent is required to provide the contact details of at least two independent referees who have received from the Respondent goods and/or services similar to those described in Part F (Specification) of this document.

The Requesting Agency may choose to contact a Respondent's referees for a referee report and consider the information provided as part of the selection process outlined in this Part E.2.

#### E.2.5 Weighted Qualitative Assessment

*<All qualitative requirements must be weighted. Price must not be included as a weighted qualitative requirement. Example qualitative requirements are provided in Section E of the Response Form>*The Requesting Agency will, in its value for money assessment, consider the extent to which the Respondent's Offer satisfies the qualitative requirements listed in Section E (Qualitative Requirements) of the Response Form.

*<Option 1 – Select this option if all qualitative requirements have equal weighting >*Each qualitative requirement has equal weighting.

*<Option 2 – Select this option if the qualitative requirements have different weighting >*The qualitative requirements are not weighted equally. Refer to Section E of the Response Form for the weighting of each requirement.

The Requesting Agency reserves the right to reject any Offer for any reason including that the Offer does not properly address and satisfy any of the qualitative requirements.

#### E.2.6 Shortlisting Process

*<The Request Conditions give the Requesting Agency the right to shortlist a number of Respondents. Shortlisting (if any) should only occur after the initial evaluation of all conforming Offers against the qualitative criteria and the agency should have clear justification for selecting shortlisted Respondents as documented in the evaluation report.*

*If the Requesting Agency elects to shortlist, the weighted qualitative criteria listed in Section E (Qualitative Requirements) of the Response Form will be reassessed by reference to the additional information provided to the Requesting Agency by the shortlisted Respondents.*

*Prior to entering into negotiations with a shortlisted Respondent, the Requesting Agency must designate them a preferred Respondent. See condition 5.2 in the Request Conditions and Part E.2.7 below>*Condition 5.1 of the Request Conditions grants the Requesting Agency the right to shortlist a number of Respondents for further consideration.

If the Requesting Agency elects to shortlist, the Requesting Agency will notify each shortlisted Respondent and *<If specific requirements are not able to be specified upfront, select the first option, otherwise select the second option and specify the requirements below>* specify the applicable requirements. / require each shortlisted Respondent to provide the following:

- (a) [describe the requirements here]]. <Examples of potentially relevant requirements include product trials, demonstrations or presentations detailing products or services. Include timeframes for the provision of additional information or other requirements.

**Important note:** In certain circumstance (e.g. a high risk procurement and/or protracted shortlisting process) the Requesting Agency may require the discretion to request performance or financial support from shortlisted Respondents (e.g. an unconditional performance guarantee or financial undertaking). If you are considering specifying this type of requirement, ensure that you seek legal advice on the drafting of the requirement in this Part E.2.6, and select Section C.3.2 in the Response Form.>

A Respondent may be shortlisted for further assessment if:

- (a) the Respondent's Offer has satisfied the qualitative requirements; [and]
- (b) the Respondent's Offered Price is deemed to be competitive[. / ; and]
- (c) [insert other requirements that the Respondent's Offer must meet, if necessary].  
<If you describe specific requirements here, select and update the shortlisting compliance statement in Section C.3.2 (Shortlisting Requirements) in the Response Form>

The Requesting Agency reserves the right not to shortlist any Respondents.

## E.2.7 Preferred Respondent

The Requesting Agency has the right to select one or more Respondents as a preferred Respondent, or if there is a sole Respondent to the Request, the Request Conditions deem that Respondent to be a preferred Respondent unless notified otherwise by the Requesting Agency.

If a Respondent is selected as a preferred Respondent, condition 5.2 of the Request Conditions applies and the Requesting Agency may choose to negotiate any aspect of the Respondent's Offer.

The Requesting Agency reserves the right not to select any preferred Respondents.

## Part F – Specification

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### F.1 STATEMENT OF REQUIREMENTS

*<Option 1 – Select if the required goods and/or services are not complex and can be described relatively briefly>[Describe requirements]*

*<Option 2 – Select if the required goods and/or services are complex or highly technical, and the required detail will be contained in a separate Statement of Requirements document. Ensure that the document is listed in Part B.1.3.1 and B.1.4.1 of the RFO>The statement of requirements is contained in [insert name of document] (Statement of Requirements).*

### F.2 SPECIFICATION

*<Select the heading(s) relevant to the contract deliverables, e.g. Goods, Services and/or Specified Personnel.*

*Insert a detailed and clearly set out specification for the required deliverables.*

*Refer to and ensure compliance with Procurement Rule D2 (Request Specifications) and all the related Rules when developing your specification, particularly if this procurement is a Covered Procurement (as defined in the [Western Australian Procurement Rules](#)).*

*Where one or more of the Western Australian Social Procurement Framework community objectives and outcomes can be delivered through this procurement, the specification is to set out the requirements for the objectives and outcomes.*

*You should also consider the objectives and outcomes when developing the qualitative criteria and contract management requirements.*

*Refer to the [Western Australian Social Procurement Framework](#) for information about the community objectives and outcomes and the Western Australian Social Procurement Framework Practice Guide for information about identifying and incorporating the community objectives and outcomes into a procurement.>*

#### F.2.1 Goods

*<The following are some suggestions that may be considered when procuring goods:*

- *Good/quality description with the possible inclusion of a minimum technical specifications table and/or industry standards.*
- *Quantities required or specify an estimated number required annually.*
- *Samples to be supplied (if required) as part of the contract deliverables – at no cost, when and where they are to be provided and sample returns.*
- *Date, time and location of deliveries. Is free delivery required?*
- *Ordering arrangements.*
- *Warranties.*
- *Installation (if required).*
- *Training (if required).*

- *Post warranty maintenance.*
- *Work Health and Safety (WHS):*
  - *Are there any specific design requirements, industry standards or codes of practice; or specific safe design principles, production, delivery and/or disposal requirements that should be applied?*
  - *Are there any WHS licences, certifications or authorisations that must be held; or WHS management systems or procedures that should be in place; or information sharing or WHS training that should be required?*
- *Any special payment provisions and where invoices are to be submitted.*
- *Contract management requirements: rectification of unsatisfactory work – contract meetings – any performance indicators.>*

## F.2.2 Services

*<The following are some suggestions that may be considered when procuring services:*

- *Description – objectives – tasks.*
- *Quality/industry 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 under the Contract (if awarded).*
- *Stakeholder consultations.*
- *Service outcomes: project timetable – development of a project plan – deliverables – reports (when they are required both draft and final – whether progress reports are required – are presentations to the Requesting Agency required – format of report – number of copies).*
- *Work Health and Safety (WHS) – Are there any WHS licences, certifications or authorisations that must be held; or WHS management systems or procedures that should be in place; or information sharing or WHS training that should be required?*
- *Any special payment provisions and where invoices are to be submitted.*
- *Contract management requirements: rectification of unsatisfactory work – contract meetings – any performance indicators.>*

## F.3 SPECIFIED PERSONNEL

*<Option 1 – Select if the Respondent is not required to nominate specified personnel and ensure you select the corresponding option in Section F (Specified Personnel) of the Response Form>The Respondent is not required to nominate Specified Personnel.*

*<Option 2 – Select this option If the Respondent is required to nominate specified personnel and select the corresponding option in Section F (Specified Personnel) of the Response Form.*

*Describe the requirements for specified personnel here (number, qualifications, experience, availability etc.).*

*If this RFO is for a standing offer procurement, consider whether the Respondent must distinguish between Specified Personnel under the Standing Offer and Specified Personnel under the Contract. Specified Personnel will more commonly be required at contract level, but in certain circumstances the Requesting Agency may want specified individuals carrying out services at the standing offer level.*

*Specified Personnel are distinct from Supplier Personnel under the Standing Offer and Contractor Personnel under the Contract.*

*The Standing Offer Conditions create specific rights and obligations with respect to Specified Personnel under the Standing Offer, see the definition of Event of Default and [clause 10.2](#) (Specified Personnel).*

*The General Conditions of Contract create certain rights and obligations specific to Specified Personnel under the Contract, see the definition of Event of Default, and [clause 10.2](#) (Specified Personnel) >[\[Describe requirements\]](#)*

## Part G – Pricing Requirements

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The Requesting Agency reserves the right to reject any Offer for any reason including that the Offer does not properly address and satisfy any of the pricing requirements specified in this **Part G** (Pricing Requirements).

### G.1 OFFERED PRICE GENERAL REQUIREMENTS

The Respondent must:

- (a) provide their Offered Price in [~~<select option>~~Section H (Pricing) of the Response Form / the format required by Part C.3 (Offer Documents) of this document]; and
- (b) state the Offered Price in Australian dollars.

The Offered Price will be deemed to include the cost of complying with the documents specified at Part B.1.3 (Request Documents and Terms and Conditions) of this document and the cost of complying with all matters and things necessary or relevant for the due and proper performance of a [Standing Offer (if formed) and a] Contract (if awarded).

All fees and charges must be fully declared in the Respondent's Offer. Any fees and charges not stated as being additional to the Offered Price will not be payable by the Customer under any Contract resulting from the Request. Any fees and charges that are not clearly identified in the Offer will not be accepted when approving payments under the Contract (if awarded).

### G.2 GST

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.

### G.3 FIXED FEE AND HOURLY RATES

~~<Only include this provision if the services to be provided are priced by reference to hours worked and/or hourly rates>~~The Respondent's Offered Price must provide:

- (a) a fixed fee based on [X] hours [per annum];
- (b) a breakdown of the hourly rates proposed to be charged for the provision of the services described in Part F (Specification), stratified on the basis of the staffing requirements and levels assessed by the Respondent as being required to meet the requirements of the Request; and
- (c) the proposed hourly rates must include all management and supervision hours and charges.

## G.4 SETTLEMENT DISCOUNT

*<Only include this provision if payment within 7, 14 or 21 days is feasible, and ensure you select the related provision in Part E.2.2(i) (Value for Money Assessment). If not relevant, delete this provision.*

*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 specified in an invoice issued under a Contract resulting from the Request is made within:

- (a) 7 days;[ or]
- (b) 14 days [, /; or]
- (c) 21 days,] *<This item (c) must be deleted if most invoices are likely to be under \$1 million. Treasurer's Instruction 323 requires payments under \$1 million within 20 days>*

of receipt of the invoice.

## G.5 BUY LOCAL POLICY IMPOSTS AND PREFERENCES

*<This Part G.5 can be deleted if the agency elects not apply the Imported Content Impost and the contract resulting from this RFO will have a metropolitan delivery point (see further guidance in Part G.5.2 below>* This Part G.5 describes requirements under the Western Australian Buy Local Policy 2022 (the **Buy Local Policy**) that may apply to a Respondent's Offered Price. Refer to Part D.3 of this document for more information on the Buy Local Policy.

### G.5.1 Imported Content

*<The Imported Content Impost is not mandatory under the Buy Local Policy 2022, so agencies can use their discretion to determine whether to include this provision in the RFO.*

*If the Requesting Agency chooses to include this provision, the Imported Content Impost must be applied to Offers with Imported Content>* The Requesting Agency will apply an Imported Content Impost (20% price impost, calculated in Australian dollar terms) for evaluation purposes only, to the portion of a Respondent's Offer that comprises Imported Content. The Imported Content Impost can be applied regardless of the specified Point of Delivery.

Imported content is goods, services or items imported directly from another country, excluding content imported directly from New Zealand or content that the Respondent will purchase from Australian or New Zealand based suppliers (**Imported Content**).

Imported Content includes:

- (a) the cost of any services related to importing the goods, services or items (e.g. overseas freight and insurance, software in computer tenders, consultancy or engineering effort); and
- (b) any charges of overseas origin together with customs clearing charges.

The Imported Content Impost is not applied to services purchased separately or in isolation to the importing of goods, services or items from overseas.



Respondents are required to declare the cost of any portion of their Offer that comprises Imported Content by completing Section [H.3] (Imported Content) of the Response Form.

## G.5.2 Regional Price Preferences

**<Important Note:** This provision is mandatory if the contract Point of Delivery is located in Zone 2 or 3.

Refer to section 4 of the Western Australian Buy Local Policy 2022 for further detail on Regional Price Preferences, including how to apply the policy requirements to standing offer procurements, or when there are multiple points of delivery. Section 4.7 of the Policy describes the discretions that an Accountable Authority has to modify the application of Regional Price Preferences (including increases to the maximum claimable value, nomination of a central delivery point, extending Zone 3 and modifying the prescribed distance). See also the Buy Local Guideline.

If the contract Point of Delivery is located in Zone 1, this Part G.5.2 may be deleted>

### G.5.2.1 Overview

The Point of Delivery specified in Part A.2 (Buy Local Zone) of this document is in Regional Western Australia. This means eligible Respondents may request that the Requesting Agency applies a Regional Price Preference to their Offer.

A Regional Price Preference is a percentage reduction that is calculated and applied to a Respondent's Offered Price, for evaluation purposes only.

Under the Buy Local Policy, there are two types of Regional Price Preference:

- (a) a Regional Business Preference; and
- (b) a Regional Content Preference.

### G.5.2.2 Regional Price Preferences and the ANZ Government Procurement Agreement

The Australia and New Zealand Government Procurement Agreement (**ANZGPA**) impacts on when a Regional Price Preference can be applied.

If an Offer:

- (a) is received from a Respondent located in another Australian State or Territory or New Zealand (**ANZ**); and
- (b) the Offer is being considered in the Final Analysis,

then Regional Price Preferences are not to be applied.

If an ANZ Offer is received but is not being considered in the Final Analysis, then Regional Price Preferences will be applied to Eligible Regional Businesses and/or Eligible Regional Content.

The Requesting Agency retains complete discretion to determine the Offer(s) to be considered in the Final Analysis for Buy Local Policy purposes.



### G.5.2.3 Regional Business Preference

The Buy Local Policy prescribes the requirements that a Respondent must satisfy to be an Eligible Regional Business. Only Respondents that are Eligible Regional Businesses located within the Prescribed Distance may claim a Regional Business Preference.

When a Regional Business Preference is available, it will be applied during the evaluation of an Offer. The Regional Business Preference is calculated at a rate of 10% applied to the total Offered Price, resulting in a reduction of up to [\$250,000] (GST inclusive). *<An agency's Accountable Authority may increase the maximum value claimable from \$250,000 up to \$1,000,000, subject to the conditions specified in section 4.7 of the Buy Local Policy>*

### G.5.2.4 Regional Content Preference

A Respondent that operates outside the Prescribed Distance may claim a Regional Content Preference for that part of their Offer that satisfies the Eligible Regional Content requirements in the Buy Local Policy.

When a Regional Content Preference is available, it will be applied during the evaluation of an Offer. The Regional Content Preference is calculated at a rate of 10% applied to the portion of the Offered Price representing Eligible Regional Content, resulting in a reduction of up to [\$250,000] (GST inclusive). *<An agency's Accountable Authority may increase the maximum value claimable from \$250,000 up to \$1,000,000, subject to the conditions specified in section 4.7 of the Buy Local Policy>*

### G.5.2.5 Claiming the Preference

Eligible Respondents can claim either a Regional Business Preference or a Regional Content Preference, but not both.

To claim a Regional Price Preference, the Respondent must:

- (a) complete the relevant Regional Price Preference table in Section [H.4] (Regional Price Preferences) of the Response Form; and
- (b) provide all other information the Requesting Agency may request after the Closing Time. *<See section 4.3 and 4.4 of the Buy Local Policy for eligibility requirements and examples of information that may be used to verify eligibility>*

### G.5.2.6 Evaluation

Subject to the impact of the ANZGPA described in Part G.5.2.2 above, if the Respondent provides the Requesting Agency with satisfactory evidence to support a claim for a Regional Price Preference, the Requesting Agency will adjust the Offered Price (GST inclusive) during the evaluation stage to account for any claimed Regional Price Preference.

If a Respondent is unable to verify the validity of any claim for a Regional Price Preference, the Requesting Agency reserves the right to not apply the preference to the Respondent's Offer.

### **G.5.3 Non-Compliance with Buy Local Requirements**

If a Respondent is awarded a Contract resulting from the Request and the Respondent fails to deliver on any representations made in respect of this **Part G.5**:

- (a) the failure may be reported to the Department of Jobs, Tourism, Science and Innovation; and
- (b) the Requesting Agency and / or Customer may, in addition to any other remedies available to it, exercise any one or more of its contractual rights.

## Part H – Standing Offer Details

<The Standing Offer Details in this template refer to definitions and clause numbers in the TRP Standing Offer Conditions and the TRP General Conditions of Contract, being the Contract Conditions applicable to any Contract resulting from the Request (see [Part B.1.4.4](#)).>

Seek legal advice on amending the terminology and clause cross references if you are developing an RFO which will incorporate Contract Conditions other than the TRP General Conditions of Contract.

**Option 1** – Select if the Request will not establish a Standing Offer>This [Part H](#) (Standing Offer Details) is not applicable to the Request.

<**Option 2** – Select if the Request will establish a Standing Offer, i.e. CUA or an agency led Standing Offer with a single supplier or multi-supplier panel>The Standing Offer Details in this [Part H](#) describe specific requirements that apply to any Standing Offer resulting from the Request.

A Standing Offer (if formed) will comprise the documents listed in the definition of 'Standing Offer Documents' in [clause 1.1](#) (Definitions) of the Standing Offer Conditions. That list of documents includes these Standing Offer Details.

[Clause 2.2](#) (Order of Precedence – Standing Offer Documents) of the Standing Offer Conditions specifies an order of precedence that applies to the interpretation of the documents. If there is any inconsistency between the documents making up the Standing Offer, the document listed higher in the order of precedence prevails to the extent of the inconsistency.

### H.1 STANDING OFFER GENERAL REQUIREMENTS

Item	Details
<b>1. Requesting Agency</b>	<Insert the legal entity name of the Requesting Agency named on the front page of the RFO. The legal entity name of a government department is 'State of Western Australia acting through [insert name of department]'. For a statutory authority or other body corporate, the name is the body corporate name specified in the relevant enabling legislation>The Requesting Agency is <a href="#">[insert]</a> .
<b>2. Eligible Customers</b>	<p>&lt;<b>Important Note:</b> All Eligible Customers must be specified here. Clause 1.1 of the Standing Offer Conditions defines Eligible Customers by reference to these Standing Offer Details.&gt;</p> <p><b>Option 1</b> – Select this option for a CUA established by the Department of Finance. In most cases CUAs are established for the use of all State Agencies and all Authorised Bodies on the <a href="#">Approved Register of Common Use Arrangement Buyers</a>. Amend the text below if a CUA is only established for certain State Agencies and / or certain Authorised Bodies on the Approved CUA Users List.&gt;All State Agencies are Eligible Customers.</p> <p>All Authorised Bodies on the 'Approved Register of Common Use Arrangement Buyers' available on <a href="#">WA.gov.au</a> are Eligible Customers.<sup>23</sup></p>

<sup>23</sup> <https://www.wa.gov.au/government/publications/approved-register-of-common-use-arrangement-buyers>

	<p><b>&lt;Option 2 – Select for single agency Standing Offers (single supplier or Panel)&gt;</b>The Requesting Agency is the Eligible Customer.</p> <p><b>&lt;Option 3 – Select for multi-user cooperative procurement arrangements (up to 10 participants)&gt;</b>The following State Agencies [and Authorised Body / Bodies] [is / are] the Eligible Customer(s):</p> <ul style="list-style-type: none"> <li>• [list each participant]</li> </ul> <p><b>&lt;Option 4 – Select for multi-user cooperative procurement arrangements (more than 10 participants) and create a new Schedule listing those entities&gt;</b>The State Agencies [and Authorised Bodies] listed in Schedule [X] to this document are Eligible Customers.</p>
<b>3. Additional Eligible Customers</b>	<p><b>&lt;Important Note: The Standing Offer Conditions permit the Requesting Agency to add new Eligible Customers if a process to do so is specified here in the Standing Offer Details.</b></p> <p><b>If no process is specified here, all parties to the Standing Offer must agree to vary the Standing Offer to add Eligible Customer(s).</b></p> <p><b>Option 1 – Select for a CUA established by the Department of Finance. Delete the reference to “a State Agency” if you have said that all State Agencies are Eligible Customers in Item 2 above&gt;</b>The Requesting Agency may add[ a State Agency or] an Authorised Body as an Eligible Customer to the Standing Offer at any time by naming the entity on the ‘Approved Register of Common Use Arrangement Buyers’ available on <a href="http://WA.gov.au">WA.gov.au</a>.<sup>24</sup></p> <p>Adding an Eligible Customer by this method does not affect or vary any other term of the Standing Offer.</p> <p><b>&lt;Option 2 – Select for multi-user cooperative procurement Standing Offer where the option to add new Eligible Customers is required&gt;</b>The Requesting Agency may add a State Agency or Authorised Body as an Eligible Customer to the Standing Offer from time to time by providing [20] Business Days written notice to [the Supplier / all Suppliers].</p> <p>Adding an Eligible Customer under this method does not affect or vary any other term of the Standing Offer.</p> <p><b>&lt;Option 3 – Select for a single agency or multi-user cooperative procurement Standing Offer where the Requesting Agency chooses not to prescribe a process for adding new Eligible Customers&gt;</b>For the purposes of clause 2.3(c) of the Standing Offer Conditions, no process for adding Eligible Customers is prescribed.</p>
<b>4. Standing Offer Commencement Date</b>	<p><b>&lt;Option 1 – Notify the Standing Offer Commencement Date in Letter of Appointment&gt;</b>The Requesting Agency will notify the Supplier of the Standing Offer Commencement Date in the Letter of Appointment.</p> <p><b>&lt;Option 2 – Agree, and notify the Standing Offer Commencement Date in Letter of Appointment&gt;</b>The Requesting Agency and the Supplier will agree on the Standing Offer Commencement Date and the Requesting</p>

<sup>24</sup> <https://www.wa.gov.au/government/publications/approved-register-of-common-use-arrangement-buyers>

	<p>Agency will confirm the agreed Standing Offer Commencement Date in the Letter of Appointment.</p> <p><b>&lt;Option 3 – Fixed date specified in the Standing Offer Details&gt;</b>The Standing Offer Commencement Date is [insert date].</p>
<b>5. Standing Offer Term</b>	<p><b>&lt;Option 1 – No extension options&gt;</b>The Standing Offer Term is [insert number of months or years].</p> <p><b>&lt;Option 2 – Extension options&gt;</b>The Standing Offer Term includes an initial term of [insert number of months or years] and any extension of that term effected by the exercise of the extension option(s) described in Item 6 below.</p>
<b>6. Standing Offer Extension Options</b>	<p><b>&lt;Option 1 – No extension options&gt;</b>This Item is not applicable.</p> <p><b>&lt;Option 2 – Extension options&gt;</b>The Requesting Agency has [insert number] option(s) to extend the Standing Offer Term, each option having a [insert number of month/s or year/s] duration. <b>&lt;Each extension option period is usually expressed as having 'a one year duration'. If you specify an extension option period of less than one year, e.g. six months, consider whether the 20 Business Day notice period for exercising the option remains appropriate&gt;</b></p> <p>The minimum period of notice for exercising an extension option is [20] Business Days before the expiry of the Standing Offer Term.</p> <p><b>&lt;Clause 2.4(c)(ii) of the Standing Offer Conditions prescribes a standard extension notice period of 20 Business Days. Specifying a different notice period here will override clause 2.4(c)(ii). Agencies should consider both their and the Supplier's operational requirements when selecting the appropriate notice period&gt;</b></p>
<b>7. [Panel Standing Offer / Single Supplier Standing Offer]</b>	<p><b>&lt;Select the required option below and update the Item heading accordingly.</b></p> <p><b>Option 1a – Agency Standing Offer with a Panel of Suppliers&gt;</b>This Standing Offer is to establish a Panel.</p> <p>Clause 4 (Panels) of the Standing Offer Conditions applies.</p> <p>Annexure A to this document describes the process established by the Requesting Agency which applies to Eligible Customers purchasing from the Panel (the <b>Buying Rules</b>).</p> <p>The Buying Rules are described in Annexure A and referenced in these Standing Offer Details for the Supplier's information only and do not form part of the Standing Offer (if formed) or any Contract established under the Standing Offer.</p> <p><b>&lt;Option 1b – Agency Standing Offer with a single Supplier&gt;</b>This Standing Offer is to establish a Standing Offer with a single Supplier.</p> <p>Clause 4 (Panels) of the Standing Offer Conditions does not apply.</p> <p><b>&lt;Option 2a – Common Use Arrangement with a Panel of Suppliers&gt;</b>This Standing Offer is to establish a Panel under a Common Use Arrangement.</p>

	<p>Clause 4 (Panels) of the Standing Offer Conditions applies.</p> <p>Annexure A to this document describes the process established by the Requesting Agency which applies to Eligible Customers purchasing from the Panel (the <b>Buying Rules</b>).</p> <p>The Buying Rules are described in Annexure A and referenced in these Standing Offer Details for the Supplier's information only and do not form part of the Standing Offer (if formed) or any Contract established under the Standing Offer.</p> <p>&lt;Option 2b – Common Use Arrangement with a single Supplier&gt; This Standing Offer is to establish a Common Use Arrangement with a single Supplier.</p> <p>Clause 4 (Panels) of the Standing Offer Conditions does not apply.</p>
8. <b>No Exclusivity or Minimum Volume</b>	<p>&lt;Important Note: It is recommended that legal advice is sought before amending this Item&gt; Clause 2.5 of the Standing Offer Conditions applies.</p>
9. <b>Price and Price Adjustment</b>	<p>&lt;Important Note: If price adjustments are linked to exchange rate variations, seek advice on the financial risk involved from the WA Treasury Corporation (WATC) at <a href="http://www.watc.wa.gov.au">www.watc.wa.gov.au</a> or on (08) 9235 9100.</p> <p>&lt;Option 1 – Price fixed for the Standing Offer Term&gt; The Price is fixed for the Standing Offer Term.</p> <p>&lt;Option 2 – Price fixed for the first year and then may be adjusted&gt; The Price is fixed for the first year of the Standing Offer Term.</p> <p><b>9.1 Price Adjustment Request</b></p> <p>The Supplier may seek adjustment of the Price during the Standing Offer Term, subject to compliance with the requirements below.</p> <p>The Supplier must ensure the Price adjustment request is:</p> <ul style="list-style-type: none"> <li>(a) made in writing to the Requesting Agency and includes evidence to justify the requested Price adjustment;</li> <li>(b) submitted no fewer than [15] Business Days and no more than [X] Business Days prior to an anniversary of the Standing Offer Commencement Date; and</li> <li>(c) submitted no more than once [per annum / per contract year] during the Standing Offer Term.</li> </ul> <p>If a request is approved by the Requesting Agency, the Price will be adjusted using the Price Adjustment Method specified below (the <b>Adjusted Price</b>).</p> <p><b>9.2 Price Adjustment Method</b></p> <p>&lt;Option 2a – CPI Price Adjustment&gt; In this item:</p> <ul style="list-style-type: none"> <li>(a) <b>CPI (Perth)</b> means the Consumer Price Index, Australia (Cat No 6401.0): 1 All Groups, Index Numbers – Perth), published from time to time by the Australian Bureau of Statistics (<b>ABS</b>) or, if that</li> </ul>

	<p>index number is no longer published, any reasonably substituted index published by the Australian Bureau of Statistics.</p> <p>(b) <b>CPI Percentage Change</b> is the annual percentage change in the CPI (Perth) reported by the ABS, calculated by reference to the latest quarter CPI index number over the same quarter of the preceding year.</p> <p>(c) <b>Price</b> means that specified in the Standing Offer (as previously adjusted if relevant) exclusive of GST.</p> <p>The Adjusted Price will be calculated by applying the following formula:</p> $\text{Adjusted Price} = \text{Price} + (\text{Price} \times \text{CPI Percentage Change} (\%))$ <p><b>9.3 CPI Percentage Change Calculation Example</b></p> <p>The example below illustrates the computation of the CPI Percentage Change (%) by reference the December Quarter 2023:</p> $C / B \times 100 = \text{CPI Percentage Change}(\%)$ <p>Where:</p> <p>A = Index number for the CPI (Perth) Dec Qtr 2023</p> <p>B = Index number for the CPI (Perth) Dec Qtr 2022</p> <p>C = A - B</p> <p><b>CPI Percentage Change is <math>4.7/129.3 \times 100 = 3.6\%</math></b></p> <p>A = 134.0 (Index number for the CPI (Perth) Dec Qtr 2023)</p> <p>minus</p> <p>B = 129.3 (Index number for the CPI (Perth) Dec Qtr 2022)</p> <p>C = 4.7 (Change in index points)</p> <p><b>&lt;Option 2B – Select this option if a mechanism other than CPI adjustment will be used to calculate the Price adjustment&gt;</b> Subject to the Requesting Agency's approval, the Price will be adjusted on [specify frequency] by [specify mechanism].</p> <p><b>9.4 Application of Adjusted Price – New Contracts</b></p> <p><b>&lt;Always select this provision if the Supplier can apply for a Price adjustment&gt;</b> The Adjusted Price may only be applied to new Contracts formed under the Standing Offer after the Price adjustment request has been approved by the Requesting Agency in writing.</p> <p><b>9.5 Application of Adjusted Price – Exiting Contracts</b></p> <p><b>&lt;Always select this provision if the Supplier can apply for a Price adjustment&gt;</b> Any request by the Supplier for back-payment of an Adjusted Price under a Contract formed under the Standing Offer will not be considered.</p>
<p><b>10. Confidential Information</b></p>	<p><b>&lt;Option 1 – Select this option if there is particular information that the Requesting Agency needs to specify for the purpose of paragraph (b) of the definition of Confidential Information in clause 1.1 of the Standing Offer Conditions&gt;</b> The Requesting Agency specifies the following</p>



	<p>information as confidential under paragraph (b) of the definition of “Confidential Information” in clause 1.1 of the Standing Offer Conditions:</p> <p>(a) [insert details of confidential information]</p> <p>&lt;Option 2 – Select this option if there is no particular information that the Requesting Agency needs to specify for the purposes of paragraph (b) of the definition of Confidential Information in clause 1.1 of the Standing Offer Conditions&gt;For the purposes of paragraph (b) of the definition of “Confidential Information” in clause 1.1 of the Standing Offer Conditions, the Requesting Agency does not specify any information as confidential.</p>
<b>11. Privacy</b>	<p>&lt;Option 1 – Select this option if there are particular privacy procedures that the Requesting Agency needs to specify for the purpose of clause 13.6(b)(iii) of the Standing Offer Conditions&gt;The Requesting Agency specifies the following privacy procedures under clause 13.6(b)(iii) of the Standing Offer Conditions:</p> <p>(a) [insert details of privacy procedures]</p> <p>&lt;Option 2 – Select this option if there are no particular privacy procedures that the Requesting Agency needs to specify for the purposes of clause 13.6(b)(iii) of the Standing Offer Conditions&gt;For the purposes of clause 13.6(b)(iii) of the Standing Offer Conditions, the Requesting Agency does not specify any privacy procedures.</p>
<b>12. Warranties</b>	<p>&lt;Option 1 – Select this option if no specific warranties are required&gt;For the purposes of the Standing Offer, no [product / service] warranties are specified.</p> <p>&lt;Option 2 – Select this option if Supplier warranties, including manufacturer or other third party warranties, are required&gt;The Supplier must give, or ensure the Requesting Agency and Eligible Customers have the benefit of, the [product / service] warranties specified below.</p> <p>If a warranty specified below exceeds the Standing Offer Term, the warranty and this Item survives the expiry or termination of the Standing Offer.</p> <p>(a) [insert warranties]</p>

**<Important Note:** The indicative insurance categories and amounts in this section do not represent ‘set’ minimum requirements. Insurance requirements should be determined by an insurable assessment of the contract risk.

If your risk assessment indicates the standard insurance requirements below need to change, contact the Insurance Commission of WA ([contracts@icwa.wa.gov.au](mailto:contracts@icwa.wa.gov.au)) to discuss the requirements before releasing the Request.

See the Manage Risk Guidelines on [WA.gov.au](http://WA.gov.au) for an introductory overview of risk management in the procurement context and information about procurement insurances>



**H.2 STANDING OFFER – INSURANCES**

Item	Details
<b>13. Public Liability</b>	<p><b>&lt;Public Liability insurance covers bodily injury and property damage arising out of acts or omissions by the Contractor. This cover is required in relation to the Standing Offer Deliverables under the Standing Offer. Public Liability insurance cover should be not less than \$20 million, or such higher level of cover as may be required by reference to the risk assessment&gt;</b>Public liability insurance covering:</p> <ul style="list-style-type: none"> <li>(a) the legal liability of the Supplier and the Supplier Personnel arising out of the Standing Offer, including site visits, for an amount of not less than <b>[\$20 million]</b> for any one occurrence and unlimited in the number of occurrences happening in the any one period of insurance; and</li> <li>(b) indemnification of the Requesting Agency as principal to the extent of its liability arising out of the Services.</li> </ul>
<b>14. Workers' Compensation</b>	<p><b>&lt;Important Note: This provision has been updated to refer to the new Workers' Compensation and Injury Management Act 2023 (WA) (the WCIM Act 2023) which commenced on 1 July 2024.</b></p> <p><b>The workers' compensation insurance must include cover for both common law liability and principal's indemnity cover in respect of liability under section 217 of the WCIM Act 2023. This type of extension is commonly called a 'Principal's Indemnity Extension'&gt;</b>Workers' compensation insurance in accordance with the provisions of the Workers' Compensation and Injury Management Act 2023 (WA)(the WCIM Act).</p> <p>The insurance policy must include:</p> <ul style="list-style-type: none"> <li>(a) common law liability cover for an amount of not less than <b>\$50 million</b> for any one event in respect of workers of the Supplier; and</li> <li>(b) principal's indemnity cover (by policy extension or otherwise), covering any claims or liability that may arise under the principal's indemnity described in section 217 of the WCIM Act.</li> </ul>

**H.3 STANDING OFFER – INTELLECTUAL PROPERTY RIGHTS**

Item	Details
<b>15. Intellectual Property</b>	<p><b>&lt;Important Note: Intellectual Property Rights in New Material only applies to material created under Contract(s) formed under the Standing Offer. Ensure that the option selected below is consistent with the option that you select in Item 37 of the Contract Details.</b></p> <p><b>Option 1 – Select this option if the State or the Customer is to own Intellectual Property Rights in New Material developed at the Contract level. Use the term "Customer" in the provision below if the Eligible Customers include entities such as charities that are not State</b></p>

	<p><b>Government entities</b>&gt;The [Customer / State of Western Australia] will own Intellectual Property Rights in New Material created under any Contract resulting from a Standing Offer (if formed) (see clause 16.1 of Contract Conditions).</p> <p><b>&lt;Option 2 – Select this option the Contractor is to own Intellectual Property Rights in New Material developed at the Contract level. Seek legal advice before selecting this option&gt;</b>The Contractor will own Intellectual Property Rights in New Material created under any Contract resulting from a Standing Offer (if formed) (see clause 16.2 of the Contract Conditions).</p>
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#### H.4 STANDING OFFER – SECURITY CHECKS AND CLEARANCES

Item	Details
<b>16. Screening and National Police Certificates</b>	<p><b>&lt;Option 1 – Select this option if the Requesting Agency may require the Supplier to provide National Police Certificate(s)&gt;</b>Clause 11.1 of the Standing Offer Conditions applies.</p> <p><b>&lt;Option 2 – Select if National Police Certificate(s) are not required&gt;</b>Clause 11.1 of the Standing Offer Conditions does not apply.</p>

#### H.5 STANDING OFFER ADMINISTRATION

Item	Details
<b>17. Requesting Agency Representative and Address for Notices</b>	<p><b>&lt;Important Note: The Requesting Agency's Representative has certain rights and responsibilities under clause 17 of the Standing Offer Conditions. If you do not name a Requesting Agency Representative in the Standing Offer Details, one must be specified in the Letter of Appointment issued when the Standing Offer is formed&gt;</b>The Requesting Agency's Representative and notice details are specified <b>[&lt;select option&gt;in the Letter of Appointment. / below:</b></p> <p>Name: [insert]</p> <p>Title: [insert]</p> <p>Email: [insert]</p> <p>Address: [insert]]</p> <p>The Requesting Agency may change its designated representative and notice details at any time by notice to the Supplier.</p>
<b>18. Supplier Performance Management</b>	<p><b>&lt;Supplier performance management requirements at the standing offer level should be considered and included here, i.e. management of the Supplier's overall performance by the Requesting Agency, not management of individual Contracts.</b></p> <p><b>Reporting, key performance indicators and supplier management meetings are listed as examples. Select, adapt or delete as required&gt;</b>For the purposes of clause 17.2 of the Standing Offer</p>

	<p>Conditions, the following performance management requirements apply to the Supplier under the Standing Offer:</p> <ul style="list-style-type: none"> <li>• <b>Reporting</b> – [insert details] &lt;Describe the details and list the contact email / person if different to the contact details in Item 17 above&gt;</li> <li>• <b>Key Performance Indicators (KPIs)</b> – [insert details] &lt;Describe the details, e.g. measure, threshold etc.&gt;</li> <li>• <b>Supplier Meetings</b> – [insert details] &lt;Describe the details, e.g. purpose, frequency etc.&gt;</li> </ul>
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## H.6 STANDING OFFER – SPECIAL CONDITIONS

Item	Details
<b>19. Termination Without Cause</b>	<p>&lt;Important note: Including a termination without cause provision is not the standard position under the Standing Offer Details. However, if required, please contact <a href="mailto:procurementadvice@finance.wa.gov.au">procurementadvice@finance.wa.gov.au</a>&gt;</p>

## H.7 STANDING OFFER – GOVERNMENT POLICY REQUIREMENTS

Item	Details
<b>20. Government Policies</b>	<p>&lt;Option 1 – If the Request Documents require the Supplier to comply with obligations related to Government policies during the Term of the Standing Offer, specify all relevant policies.</p> <p>For each policy listed in this Item 20 ensure that there is a corresponding Item in Part I.16 (Contract – Government Policy Framework) that sets out the obligations on the Supplier with respect to that policy&gt;For the purposes of clause 12.3 of the Standing Offer Conditions, the Standing Offer contains obligations relating to the Government policies specified below: &lt;Delete, select and/or supplement as required&gt;</p> <ul style="list-style-type: none"> <li>• National Principles for Child Safe Organisations;</li> <li>• WA Pro Bono Services Model;</li> <li>• Western Australian Buy Local Policy 2022;</li> <li>• Western Australian Industry Participation Strategy;</li> <li>• [others]</li> </ul> <p>&lt;Option 2 – No Government policy related obligations&gt;For the purposes of clause 12.3 of the Standing Offer Conditions, no obligations relating to Government policies are specified.</p>
<b>21. National Principles for Child Safe Organisations</b>	<p>&lt;Include this Item if the Standing Offer Deliverables include “child-related work”, otherwise delete&gt;In relation to Standing Offer Deliverables that comprise or involve “child-related work” (as defined in section 6 of the Working with Children (Screening) Act 2004 (WA)), the</p>

	<p>Supplier agrees to implement the National Principles for Child Safe Organisations (the <b>National Principles</b>).</p> <p>The Principles are available for download from <a href="https://childsafe.humanrights.gov.au/national-principles/download-national-principles">https://childsafe.humanrights.gov.au/national-principles/download-national-principles</a></p>
<b>22. Pro Bono Legal Services</b>	<p><i>&lt;This Item and Schedule 2 to this RFO must be included where the Supplier(s) will be providing legal services in Western Australia&gt;</i>The Supplier must provide Pro Bono Legal Services in accordance with Schedule 2 to this document.</p> <p>The Supplier's obligations include compliance with the reporting requirements as set out in Schedule 2.</p>
<b>23. Western Australian Buy Local Policy 2022</b>	<p><i>&lt;Include the provisions below if this procurement has a Regional Point of Delivery, and Regional Price Preferences are to be applied as part of the evaluation of Offers.</i></p> <p><i>However, if Regional Price Preferences are only going to be applied when establishing individual Contract(s) under the Standing Offer, then delete this Item and only include this content in the Contract Details&gt;</i></p> <p><b>23.1 Regional Content Obligations</b></p> <p>(a) Where the Supplier claimed a Regional Content Preference in its Offer, the Supplier must use the Regional Content detailed in its Offer.</p> <p>(b) If the Supplier is unable to use the agreed Regional suppliers or subcontractors detailed in its Offer, the Supplier must:</p> <ol style="list-style-type: none"> <li>promptly notify the Requesting Agency in writing; and</li> <li>where agreed by the Requesting Agency in writing, use substitute Regional Suppliers or subcontractors.</li> </ol> <p>(c) The Supplier must allow the Department of Jobs, Tourism, Science and Innovation (<b>JTSI</b>), or an authorised representative of JTSI, to have access to and examine the Supplier's Records concerning the Standing Offer to confirm whether the Supplier has met its Regional Content Preference commitments.</p> <p><b>23.2 Reporting</b></p> <p><i>&lt;If the Requesting Agency requires a Supplier to provide reporting for the agency's Implementation Agreement, the reporting should be identified here. For Regional procurements, it may also be appropriate to specify reporting requirements of a nature and frequency that will enable the Requesting Agency to monitor any commitments made by the Supplier in claiming Regional Content Preference&gt;</i><b>[Insert Supplier reporting requirements related to the Western Australia Buy Local Policy 2022]</b></p> <p><b>23.3 Use of Information</b></p> <p><i>&lt;If reporting requirements under Item 23.2 apply, always select this Use of Information provision and the Survival provision below&gt;</i>The</p>

	<p>Requesting Agency may use or disclose the reports provided under this Item for the legitimate purposes of or relating to government or the business of government.</p> <p><b>23.4 Survival</b></p> <p>This Item survives the termination or expiration of the Standing Offer.</p>
<p><b>24. Western Australian Participation Strategy (WAIPS) Exemption Reporting</b></p>	<p><b>&lt;Important Note: Include this Item 24 where:</b></p> <ul style="list-style-type: none"> <li>• the estimated total Standing Offer value is \$1 million and above (Perth metropolitan Point of Delivery), or \$500,000 and above (Regional Point of Delivery point); <b>and</b></li> <li>• an exemption from inclusion of the Participation Plan as a qualitative requirement <b>has been granted by the Deputy Director General, Department of Jobs, Tourism, Science and Innovation.</b></li> </ul> <p><i>Exemption Reporting applies if the Standing Offer establishes a Panel, i.e. a Standing Offer with multiple Suppliers. The reporting form is available from the WAIPS Portal&gt;</i></p> <p><b>24.1 Participation Plan Exemption Reporting</b></p> <p>(a) The Supplier must submit a completed WAIPS Participation Plan Exemption Report upon the termination or expiry of the Standing Offer (<b>Participation Plan Exemption Report</b>).</p> <p>(b) The Supplier must ensure that the Participation Plan Exemption Report:</p> <ol style="list-style-type: none"> <li>is prepared using the Participation Plan Exemption Report form available on the WAIPS Portal, at <a href="https://waips.industrylink.wa.gov.au">waips.industrylink.wa.gov.au</a>;</li> <li>complies with the WAIPS Portal report submission and content requirements, including with respect to authority, accuracy, currency and detail; and</li> <li>is submitted via the WAIPS Portal no later than two months after the termination or expiry of the Standing Offer.</li> </ol> <p>WAIPS Portal information for businesses, including information on exemption reporting, is available on <a href="https://www.wa.gov.au/government/multi-step-guides/waips-portal-user-guide-businesses">WA.gov.au</a> (<a href="https://www.wa.gov.au/government/multi-step-guides/waips-portal-user-guide-businesses">https://www.wa.gov.au/government/multi-step-guides/waips-portal-user-guide-businesses</a>).</p> <p><b>24.2 Use of information</b></p> <p>The Requesting Agency and the State may use or disclose the Participation Plan Exemption Report provided under this Item, and information related thereto, for the legitimate purposes of or relating to government or the business of government.</p> <p><b>24.3 Survival</b></p> <p>This Item survives the termination or expiration of the Standing Offer.</p>

**25. Western Australia  
Industry Participation  
Strategy (WAIPS)  
Participation Plan  
Reporting**

**<Important note: Include this Item 25 where:**

- the estimated total Standing Offer contract value is \$1 million and above (Perth metropolitan Point of Delivery), or \$500,000 and above (Regional Point of Delivery); **and**
- an exemption from inclusion of the Participation Plan as a qualitative requirement **has not** been sought and granted by the Deputy Director General, Department of Jobs, Tourism, Science and Innovation>

**25.1 Participation Plan Reporting**

- (a) The Supplier must submit a completed WAIPS Participation Plan Report upon the termination or expiry of the Standing Offer (**Participation Plan Report**).
- (b) The Supplier must ensure that the Participation Plan Report:
- is prepared using the Participation Plan Report form available on the WAIPS Portal, at [waips.industrylink.wa.gov.au](https://waips.industrylink.wa.gov.au);
  - complies with the WAIPS Portal report submission and content requirements, including with respect to authority, accuracy, currency and detail; and
  - is submitted via the WAIPS Portal no later than two months after the termination or expiry of the Standing Offer.

WAIPS Portal information for businesses, including information on exemption reporting, is available on [WA.gov.au](https://www.wa.gov.au/government/multi-step-guides/waips-portal-user-guide-businesses) (<https://www.wa.gov.au/government/multi-step-guides/waips-portal-user-guide-businesses>).

**25.2 Use of Information**

The Requesting Agency and the State may use or disclose the Participation Plan Report provided under this Item, and information related thereto, for the legitimate purposes of or relating to government or the business of government.

**25.3 Survival**

This Item survives the termination or expiration of the Standing Offer.

## Part I – Contract Details

<The Contract Details in this template refer to definitions and clause numbers in the TRP General Conditions of Contract, being the Contract Conditions applicable to any Contract resulting from the Request (see Part B.1.4.4).

Seek legal advice on amending the terminology and clause cross references if you are developing an RFO that will incorporate Contract Conditions other than the TRP General Conditions of Contract>The Contract Details in this Part I describe specific requirements that apply to any Contract resulting from the Request.

The Contract Details are one part of a suite of documents. A Contract (if awarded) will comprise the documents listed in the definition of ‘Contract Documents’ in clause 1.1 (Definitions) of the Contract Conditions.

Clause 2.3 (Order of Precedence – Contract Documents) of the Contract Conditions specifies an order of precedence that applies to the interpretation of the Contract Documents. If there is any inconsistency between the Contract Documents, the document listed higher in the order of precedence prevails to the extent of the inconsistency.

<There are two options for Part I.1 (General Requirements) and Part I.2 (Contract Delivery), one for Contracts formed under a Standing Offer and one for Contracts resulting directly from the Request.

**Option 1** – If the RFO is for a standing offer procurement, select this option for Part I.1 (General Requirements – Contracts Under a Standing Offer) and Part I.2 (Contract Delivery – Contracts Under a Standing Offer)>

### I.1 GENERAL REQUIREMENTS – CONTRACTS UNDER A STANDING OFFER

Item	Details
1. <b>Customer</b>	<p>&lt;<b>Option 1</b> – Select this option if the RFO is for a Standing Offer with multiple Eligible Customers (e.g. CUAs and cooperative procurement Standing Offers)&gt;The Customer will be specified in the Standing Offer Order.</p> <p>&lt;<b>Option 2</b> – Select this option if the RFO is for a single agency Standing Offer. The legal entity name of a government department is 'State of Western Australia acting through [insert name of department]'. For a statutory authority or other body corporate, the name is the body corporate name specified in the relevant enabling legislation&gt;The Customer is [insert legal entity name].</p>
2. <b>Contract Commencement Date</b>	<p>The Contract Commencement Date will be specified in the Standing Offer Order.</p> <p>If no “Contract Commencement Date” is specified in the Standing Offer Order, the Contract Commencement Date is the date of the Standing Offer Order.</p>
3. <b>Term of Contract</b>	The Term of the Contract is specified in the Standing Offer Order.



<b>4. Contract Extension Options</b>	<p>The Customer will specify the number and duration of extension(s) to the Term (if any) in the Standing Offer Order.</p> <p>Unless otherwise stated in the Standing Offer Order, the minimum period of notice for exercising an extension option is [20] Business Days before the expiry of the Term. <i>&lt;Clause 3.2(b)(ii) of the Contract Conditions prescribes a standard extension notice period of 20 Business Days. Specifying a different notice period here or in the Standing Offer Order will override clause 3.2(b)(ii). Agencies should consider both their and the Contractor's operational requirements when setting the appropriate notice period&gt;</i></p>
<b>5. Price and Price Adjustment</b>	<p><i>&lt;Important Note: If price adjustments are linked to exchange rate variations, seek advice on the financial risk involved from the WA Treasury Corporation (WATC) at <a href="http://www.watc.wa.gov.au">www.watc.wa.gov.au</a> or on (08) 9235 9100.</i></p> <p><i>Option 1 – Price fixed for the Standing Offer Term&gt;</i>The Price is fixed for the Term of the Contract.</p> <p><i>&lt;Option 2 – Price fixed for the first year and then may be adjusted&gt;</i>The Price is fixed for the first year of the Term of the Contract.</p> <p><b>5.1 Price Adjustment Request</b></p> <p>The Contractor may seek adjustment of the Price during the Term of the Contract, subject to compliance with the requirements below.</p> <p>The Contractor must ensure the Price adjustment request is:</p> <ul style="list-style-type: none"> <li>(a) made in writing to the Customer and includes evidence to justify the requested Price adjustment;</li> <li>(b) submitted no fewer than [15] Business Days and no more than [X] Business Days prior to an anniversary of the Contract Commencement Date;</li> <li>(c) submitted no more than once [per annum / per contract year] during the Term of the Contract; and</li> <li>(d) consistent with and does not exceed the Contractor's Price as a Supplier under the Standing Offer.</li> </ul> <p>If a request is approved by the Customer, the Price will be adjusted using the Price Adjustment Method specified below (the <b>Adjusted Price</b>).</p> <p><b>5.2 Price Adjustment Method</b></p> <p><i>&lt;Option 2a – CPI Price Adjustment&gt;</i>In this item:</p> <ul style="list-style-type: none"> <li>(a) <b>CPI (Perth)</b> means the Consumer Price Index, Australia (Cat No 6401.0): 1 All Groups, Index Numbers – Perth), published from time to time by the Australian Bureau of Statistics (<b>ABS</b>) or, if that index number is no longer published, any reasonably substituted index published by the Australian Bureau of Statistics.</li> <li>(b) <b>CPI Percentage Change</b> is the annual percentage change in the CPI (Perth) reported by the ABS, calculated by reference to the</li> </ul>



	<p>latest quarter CPI index number over the same quarter of the preceding year.</p> <p>(c) <b>Price</b> means that specified in the Contract (as previously adjusted if relevant) exclusive of GST.</p> <p>The Adjusted Price will be calculated by applying the following formula:</p> $\text{Adjusted Price} = \text{Price} + (\text{Price} \times \text{CPI Percentage Change} (\%))$ <p><b>5.3 CPI Percentage Change Calculation Example</b></p> <p>The example below illustrates the computation of the CPI Percentage Change (%) by reference the December Quarter 2023:</p> $C / B \times 100 = \text{CPI Percentage Change}(\%)$ <p>Where:</p> <p>A = Index number for the CPI (Perth) Dec Qtr 2023</p> <p>B = Index number for the CPI (Perth) Dec Qtr 2022</p> <p>C = A - B</p> <p><b>CPI Percentage Change is <math>4.7/129.3 \times 100 = 3.6\%</math></b></p> <p>A = 134.0 (Index number for the CPI (Perth) Dec Qtr 2023)</p> <p>minus</p> <p>B = 129.3 (Index number for the CPI (Perth) Dec Qtr 2022)</p> <p>C = 4.7 (Change in index points)</p> <p>&lt;Option 2b – Select this option if a mechanism other than CPI adjustment will be used to calculate the Price adjustment&gt;Subject to the Customer's approval, the Price will be adjusted on [specify frequency] by [specify mechanism].</p> <p><b>5.4 Application of Adjusted Price</b></p> <p>&lt;Always select this provision if the Contractor can apply for a Price adjustment&gt;Any request by the Contractor for back-payment of an Adjusted Price under a Contract will not be considered.</p>
<b>6. Confidential Information</b>	Any information specified as confidential by the Customer in the Standing Offer Order, or subsequently, is "Confidential Information" for the purposes of paragraph (b) of that definition in clause 1.1 of the Contract Conditions.
<b>7. Privacy</b>	<p>&lt;Option 1 – Select this option if there are particular privacy procedures that Customers may need to specify for the purpose of clause 18(b)(iii) of the Contract Conditions&gt;For the purposes of clause 18(b)(iii) of the Contract Conditions, the Customer will specify the privacy procedures (if any) in the Standing Offer Order.</p> <p>&lt;Option 2 – Select this option if Customers are unlikely to need to specify privacy procedures for the purposes of clause 18(b)(iii) of the Contract Conditions&gt;This Item is not applicable.</p>

<b>8. Warranties</b>	<p><b>&lt;Option 1 – Select if no product or service warranties are required&gt;</b>This Item is not applicable.</p> <p><b>&lt;Option 2 – Select if there are warranties that will be required for all Contracts resulting from the Standing Offer, for example manufacturer's warranties in relation to the Goods and/or service warranties in relation to Services to be provided under the Contract&gt;</b>The Contractor must give, or ensure the Customer has the benefit of, the [product / service] warranties specified below:</p> <p>(a) [insert warranties]</p> <p>If a specified warranty exceeds the Term of the Contract, the warranty and this Item survives the expiry or termination of the Contract.</p> <p><b>&lt;Option 3 – Select if there are warranties that may be required for some Contracts resulting from the Standing Offer, for example manufacturer's warranties in relation to the Goods and/or service warranties in relation to Services to be provided under the Contract, and if the required warranties (if any) will be determined on a case by case basis by each Customer&gt;</b>The Contractor must give, or ensure the Customer has the benefit of, the [product / service] warranties (if any) specified in the Standing Offer Order.</p> <p>If a specified warranty exceeds the Term of the Contract, the warranty and this Item survives the expiry or termination of the Contract.</p>
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## I.2 CONTRACT DELIVERY – CONTRACTS UNDER A STANDING OFFER

Item	Details
<b>9. Services Commencement Date</b>	<p><b>&lt;Option 1 – Select if the Contract is for the delivery of Services or Goods and Services and there may be a period of time between the Contract Commencement Date and the date on which the Contractor must start delivering the Services. The Services Commencement Date will always be after the Contract Commencement Date.</b></p> <p><b>It is the Services Commencement Date that is relevant to determining compliance with Rule C2.3(1) (Maximum Contract Terms) of the WA Procurement Rules&gt;</b></p> <p>(a) The Services Commencement Date will be specified in:</p> <p>(i) the Standing Offer Order; or</p> <p>(ii) a notice from the Customer to the Contractor, if no Services Commencement Date is specified in the Standing Offer Order.</p> <p>(b) A notice issued under Item 9(a)(ii) may be in a format determined by the Customer from time to time and may be unsigned.</p> <p>(c) [The Services Commencement Date will be not less than [X] Business Day(s) after the Contract Commencement Date.]<b>&lt;Consider the nature of the Services and whether a minimum period needs to be specified. If so, ensure a reasonable minimum period is specified here&gt;</b></p>

	<p><b>&lt;Option 2 – Select if the Contract is for Services or Goods and Services and the delivery of Services will start from the Contract Commencement Date&gt;</b>The Services Commencement Date is the Contract Commencement Date specified in <b>Item 2</b> above.</p> <p><b>&lt;Option 3 – Select if the Contract is for Goods only&gt;</b>This Item is not applicable.</p>
<b>10. [Delivery Date, Delivery Time, Delivery Place]</b>	<p><b>&lt;Option 1 – Select if the Customer will need to specify a Delivery Date, Delivery Time and/or Delivery Place. Select or delete references to Delivery Date, Delivery Time and/or Delivery Place if only one or some of those concepts are applicable&gt;</b></p> <p>(a) The [Delivery Date, Delivery Time and Delivery Place] will be specified in:</p> <p>(i) the Standing Offer Order; or</p> <p>(ii) a notice from the Customer to the Contractor, if no [Delivery Date, Delivery Time and/or Delivery Place] is specified in the Standing Offer Order.</p> <p>(b) A notice issued under <b>Item 10(a)(ii)</b> may be in a format determined by the Customer from time to time and may be unsigned.</p> <p>(c) The Delivery Date will be not less than <b>[X]</b> Business Day(s) after the Contract Commencement Date. <b>&lt;Consider the nature of the Goods and/or Services and whether a minimum period needs to be specified. If so, ensure a reasonable minimum period should be specified here&gt;</b></p> <p><b>&lt;Option 2 – Select if the Customer will not need to specify a Delivery Date, Delivery Time and Delivery Place&gt;</b>This Item is not applicable.</p>
<b>11. Customer Supplied Items</b>	<p><b>&lt;Option 1 – Select this option if Customers may need to specify items under clause 6.1 of the Contract Conditions&gt;</b>For the purposes of <b>clause 6.1</b> of the Contract Conditions, the items (if any) are specified in the Standing Offer Order.</p> <p><b>&lt;Option 2 – Select this option if Customers will not need to specify items under clause 6.1 of the Contract Conditions&gt;</b>This Item is not applicable.</p>
<b>12. Customer Supplied Facilities</b>	<p><b>&lt;Option 1 – Select this option if Customers may need to specify facilities under clause 6.2 of the Contract Conditions&gt;</b>For the purposes of <b>clause 6.2</b> of the Contract Conditions, the facilities (if any) are specified in the Standing Offer Order.</p> <p><b>&lt;Option 2 – Select this option if Customers will not need to specify facilities under clause 6.2 of the Contract Conditions&gt;</b>This Item is not applicable.</p>
<b>13. Premises</b>	<p><b>&lt;Option 1 – Select this option if the Contractor will have access to Premises under clause 8.1 of the Contract Conditions&gt;</b>For the purposes of <b>clause 8.1</b> of the Contract Conditions, the Premises are specified in the Standing Offer Order.</p>

	<p>&lt;<b>Option 2</b> – Select this option if the Customer will not need to specify Premises under clause 8.1 of the Contract Conditions&gt;This Item is not applicable.</p>
<b>14. Premises Site Preparation</b>	<p>&lt;<b>Option 1</b> – Select this option if the Contractor is responsible for site preparation under clause 8.3 of the Contract Conditions&gt;For the purposes of clause 8.1 of the Contract Conditions, the Premises are specified in the Standing Offer Order.</p> <p>&lt;<b>Option 2</b> – Select this option if the Customer will not need to specify Premises under clause 8.3 of the Contract Conditions&gt;This Item is not applicable.</p>

<**Option 2** – Select this option for Part I.1 (General Requirements) and Part I.2 (Contract Delivery) if there is no standing offer and the Contract will be formed directly from the Request>

### I.3 CONTRACT GENERAL REQUIREMENTS

Item	Details
<b>15. Customer</b>	<p>&lt;Insert the legal entity name of the Customer. For a government department, the name is 'State of Western Australia acting through [insert name of department]'. For a statutory authority or other body corporate, the name is the body corporate name specified in the relevant enabling legislation.</p> <p><b>Option 1</b> – Select this option if the RFO is for a single agency contract&gt;The Customer is [insert legal entity name].</p> <p>&lt;<b>Option 2</b> – Select this option if the RFO is for a group buying cooperative procurement arrangement&gt;The Customers are:</p> <ul style="list-style-type: none"> <li>[insert legal entity name]</li> </ul>
<b>16. Contract Commencement Date</b>	<p>&lt;<b>Option 1</b>&gt;The Contract Commencement Date will be specified in the Letter.</p> <p>&lt;<b>Option 2</b>&gt;The Customer and the Contractor will agree on the Contract Commencement Date and the Customer will confirm the agreed Contract Commencement Date in the Letter.</p> <p>&lt;<b>Option 3</b>&gt;The Contract Commencement Date is [insert date].</p>
<b>17. Term of Contract</b>	<p>&lt;<b>Option 1 – Fixed term</b>&gt;The Term is [insert number of months or years].</p> <p>&lt;<b>Option 2 – Extension options</b>&gt;The Term includes an initial term of [insert number of months or years] and any extension of that term effected by the exercise of the extension option[s] described in Item 18 below.</p> <p>&lt;<b>Option 3 – One off supply</b>&gt;The Term will commence on the Contract Commencement Date and will expire when the [Goods / Services / Goods and Services] described in the Contract have been supplied in accordance with the Contract.</p>

<b>18. Contract Extension Options</b>	<p><b>&lt;Option 1 – No extension options&gt;</b> This Item is not applicable.</p> <p><b>&lt;Option 2 – Extension options&gt;</b> The Customer has [insert number] options to extend the Term, with each option having a [insert number of month/s or year/s] duration. <b>&lt;Each extension option period is usually expressed as having ‘a one year duration’. If you specify an extension option period of less than one year, e.g. six months, consider whether the 20 Business Day notice period for exercising the option remains appropriate&gt;</b></p> <p>The minimum period of notice for exercising an extension option is [20] Business Days before the expiry of the Term. <b>&lt;Clause 3.2(b)(ii) of the Contract Conditions prescribes a standard extension notice period of 20 Business Days. Specifying a different notice period here will override clause 3.2(b)(ii). Agencies should consider both their and the Contractor’s operational requirements when setting the appropriate notice period&gt;</b></p>
<b>19. Price and Price Adjustment</b>	<p><b>&lt;Important Note:</b> If price adjustments are linked to exchange rate variations, seek advice on the financial risk involved from the WA Treasury Corporation (WATC) at <a href="http://www.watc.wa.gov.au">www.watc.wa.gov.au</a> or on (08) 9235 9100.</p> <p><b>&lt;Option 1 – Price fixed for the Term &gt;</b> The Price is fixed for the Term of the Contract.</p> <p><b>&lt;Option 2 – Price fixed for the first year and then may be adjusted&gt;</b> The Price is fixed for the first year of the Term of the Contract.</p> <p><b>19.1 Price Adjustment Request</b></p> <p>The Contractor may seek adjustment of the Price during the Term of the Contract, subject to compliance with the requirements below.</p> <p>The Contractor must ensure the Price adjustment request is:</p> <ul style="list-style-type: none"> <li>(a) made in writing to the Customer and includes evidence to justify the requested Price adjustment;</li> <li>(b) submitted no fewer than [15] Business Days and no more than [X] Business Days prior to an anniversary of the Contract Commencement Date; and</li> <li>(c) submitted no more than once [per annum / per contract year] during the Term of the Contract.</li> </ul> <p>If a request is approved by the Customer, the Price will be adjusted using the Price Adjustment Method specified below (the <b>Adjusted Price</b>).</p> <p><b>19.2 Price Adjustment Method</b></p> <p><b>&lt;Option 2a – CPI Price Adjustment&gt;</b> In this item:</p> <ul style="list-style-type: none"> <li>(a) <b>CPI (Perth)</b> means the Consumer Price Index, Australia (Cat No 6401.0): 1 All Groups, Index Numbers – Perth), published from time to time by the Australian Bureau of Statistics (<b>ABS</b>) or, if that</li> </ul>

	<p>index number is no longer published, any reasonably substituted index published by the Australian Bureau of Statistics.</p> <p>(b) <b>CPI Percentage Change</b> is the annual percentage change in the CPI (Perth) reported by the ABS, calculated by reference to the latest quarter CPI index number over the same quarter of the preceding year.</p> <p>(c) <b>Price</b> means that specified in the Contract (as previously adjusted if relevant) exclusive of GST.</p> <p>The Adjusted Price will be calculated by applying the following formula:</p> $\text{Adjusted Price} = \text{Price} + (\text{Price} \times \text{CPI Percentage Change} (\%))$ <p><b>19.3 CPI Percentage Change Calculation Example</b></p> <p>The example below illustrates the computation of the CPI Percentage Change (%) by reference the December Quarter 2023:</p> $C / B \times 100 = \text{CPI Percentage Change}(\%)$ <p>Where:</p> <p>A = Index number for the CPI (Perth) Dec Qtr 2023</p> <p>B = Index number for the CPI (Perth) Dec Qtr 2022</p> <p>C = A - B</p> <p><b>CPI Percentage Change is <math>4.7/129.3 \times 100 = 3.6\%</math></b></p> <p>A = 134.0 (Index number for the CPI (Perth) Dec Qtr 2023)</p> <p>minus</p> <p>B = 129.3 (Index number for the CPI (Perth) Dec Qtr 2022)</p> <p>C = 4.7 (Change in index points)</p> <p><b>&lt;Option 2b – Select this option if a mechanism other than CPI adjustment will be used to calculate the Price adjustment&gt;</b> Subject to the Customer's approval, the Price will be adjusted on [specify frequency] by [specify mechanism].</p> <p><b>19.4 Application of Adjusted Price</b></p> <p><b>&lt;Always select this provision if the Contractor can apply for a Price adjustment&gt;</b> Any request by the Contractor for back-payment of an Adjusted Price under a Contract will not be considered.</p>
<p><b>20. Confidential Information</b></p>	<p><b>&lt;Important Note: Select either Option 1 (no additional information to be specified) or Option 2. If Option 2 is applicable, select either 2A or 2B, or both, by reference to the circumstances of the procurement.</b></p> <p><b>Option 1 – Select this option if the Customer has no additional / specific information that needs to be identified for the purposes of paragraph (b) of the definition of Confidential Information in clause 1.1 of the Contract Conditions.</b></p> <p>(a) <b>&gt;For the purposes of paragraph (b) of the definition of “Confidential Information” in clause 1.1 of the Contract Conditions, there is no</b></p>



	<p>information that is currently specified by the Customer as confidential.</p> <p><b>&lt;Option 2A – Select this provision if the procurement risk assessment identifies elevated information security risks which require you to select Item 58 (Customer Data and Information Security). Refer to Item 58 for guidance on types of system access and information that may result in elevated information security risks.</b></p> <p>(b) <b>&gt;For the purposes of paragraph (b) of the definition of “Confidential Information” in clause 1.1 of the Contract Conditions, the following information as it relates to the Customer Data and/or Customer ICT Environment is “Confidential Information”:</b></p> <ul style="list-style-type: none"> <li>(i) the Customer Data and any Personal Information;</li> <li>(ii) the underlying subject matter of the Intellectual Property Rights of the Customer;</li> <li>(iii) information about the Customer ICT Environment, or about the operations or affairs of the Customer or the Customer’s System Service Providers; and</li> <li>(iv) any other information provided by the Customer in the course of the Contract or the procurement process for the Contract,</li> <li>(v) that is provided to or otherwise obtained by the Contractor (or any Contractor Personnel or any System Service Provider of the Contractor) in connection with the Contract.</li> </ul> <p>(c) <b>&lt;Option 2B – Select this option if there is particular information that the Customer needs to specify for the purpose of paragraph (b) of the definition of Confidential Information in clause 1.1 of the Contract Conditions&gt;</b>The Customer specifies the following information is “Confidential Information” under paragraph (b) of the definition of “Confidential Information” in clause 1.1 of the Contract Conditions:</p> <ul style="list-style-type: none"> <li>(i) [insert details of confidential information] <b>&lt;Be careful to provide a high-level description that clearly defines the type of information but does not disclose confidential content&gt;</b></li> </ul> <p>(d) <b>&lt;Whether you select Option 1 or Option 2 above, always retain this paragraph&gt;</b>The Contractor must not use or disclose the Customer’s Confidential Information except as permitted under clause 24.2 (Confidentiality) of the General Conditions.</p>
<p><b>21. Privacy</b></p>	<p><b>&lt;Option 1 – Select this option if there are particular privacy procedures that the Customer needs to specify for the purpose of clause 18(b)(iii) of the Contract Conditions&gt;</b>For the purposes of clause 18(b)(iii) of the Contract Conditions, the privacy procedures are:</p> <ul style="list-style-type: none"> <li>(a) [describe the procedures]</li> </ul>

	<p><b>&lt;Option 2 – Select this option if the Customer does not need to specify privacy procedures for the purposes of clause 18(b)(iii) of the Contract Conditions&gt;</b>This Item is not applicable.</p>
<b>22. Warranties</b>	<p><b>&lt;Option 1 – Select if no product or service warranties are required&gt;</b>This Item is not applicable.</p> <p><b>&lt;Option 2 – Select if there are warranties that will be required for the Contract, for example manufacturer's warranties in relation to the Goods and/or service warranties in relation to Services to be provided under the Contract&gt;</b>The Contractor must give, or ensure the Customer has the benefit of, the [product / service] warranties specified below:</p> <p>(a) [insert warranties]</p> <p>If a specified warranty exceeds the Term of the Contract, the warranty and this Item survives the expiry or termination of the Contract.</p>

#### I.4 CONTRACT DELIVERY

Item	Details
<b>23. Services Commencement Date</b>	<p><b>&lt;Option 1 – Select if the Contract is for the delivery of Services or Goods and Services and there may be a period of time between the Contract Commencement Date and the date on which the Contractor must start delivering the Services. The Services Commencement Date will always be after the Contract Commencement Date.</b></p> <p><b>It is the Services Commencement Date that is relevant to determining compliance with Rule C2.3(1) (Maximum Contract Terms) of the WA Procurement Rules&gt;</b></p> <p>(a) The Services Commencement Date will be specified in:</p> <p>(i) the Letter; or</p> <p>(ii) a notice from the Customer to the Contractor, if no Services Commencement Date is specified in the Letter.</p> <p>(b) A notice issued under Item 23(a)(ii) may be in a format determined by the Customer from time to time and may be unsigned.</p> <p>(c) [The Services Commencement Date will be not less than [X] Business Day(s) after the Contract Commencement Date.]&lt;Consider the nature of the Services and whether a minimum period needs to be specified. If so, ensure a reasonable minimum period is specified here&gt;</p> <p><b>&lt;Option 2 – Select if the Contract is for Services or Goods and Services and the delivery of Services will start from the Contract Commencement Date&gt;</b>The Services Commencement Date is the Contract Commencement Date specified in Item 16 above.</p> <p><b>&lt;Option 3 – Select if the Contract is for Goods only&gt;</b>This Item is not applicable.</p>



<b>24. [Delivery Date, Delivery Time, Delivery Place]</b>	<p><b>&lt;Option 1 – Select if the Customer will need to specify a Delivery Date, Delivery Time and/or Delivery Place. Select or delete references to Delivery Date, Delivery Time and/or Delivery Place if only one or some of those concepts are applicable&gt;</b></p> <p>(a) The [Delivery Date, Delivery Time and Delivery Place] will be specified in:</p> <p>(i) the Letter; or</p> <p>(ii) a notice from the Customer to the Contractor, if no [Delivery Date, Delivery Time and/or Delivery Place] is specified in the Letter.</p> <p>(b) A notice issued under Item 24(a)(ii) may be in a format determined by the Customer from time to time and may be unsigned.</p> <p>(c) The Delivery Date will be not less than [X] Business Day(s) after the Contract Commencement Date. <b>&lt;Consider the nature of the Goods and whether a minimum period needs to be specified. If so, ensure a reasonable minimum period should be specified here&gt;</b></p> <p><b>&lt;Option 2 – Select if the Customer will not need to specify a Delivery Date, Delivery Time and Delivery Place&gt;</b>This Item is not applicable.</p>
<b>25. Customer Supplied Items</b>	<p><b>&lt;Option 1 – Select this option if the Customer needs to specify items under clause 6.1 of the Contract Conditions&gt;</b>For the purposes of clause 6.1 of the Contract Conditions, the items are:</p> <p>(a) [describe items]</p> <p><b>&lt;Option 2 – Select this option if the Customer does not need to specify items under clause 6.1 of the Contract Conditions&gt;</b>This Item is not applicable.</p>
<b>26. Customer Supplied Facilities</b>	<p><b>&lt;Option 1 – Select this option if the Customer needs to specify items under clause 6.2 of the Contract Conditions&gt;</b>For the purposes of clause 6.2 of the Contract Conditions, the facilities are:</p> <p>(a) [describe facilities]</p> <p><b>&lt;Option 2 – Select this option if Customers does not need to specify facilities under clause 6.2 of the Contract Conditions&gt;</b>This Item is not applicable.</p>
<b>27. Premises</b>	<p><b>&lt;Option 1 – Select this option if the Contractor will have access to Premises under clause 8.1 of the Contract Conditions&gt;</b>For the purposes of clause 8.1 of the Contract Conditions, the Premises are:</p> <p>(a) [describe the Premises]</p> <p><b>&lt;Option 2 – Select this option if the Customer will not need to specify Premises under clause 8.1 of the Contract Conditions&gt;</b>This Item is not applicable.</p>
<b>28. Premises Site Preparation</b>	<p><b>&lt;Option 1 – Select this option if the Customer is responsible for site preparation under clause 8.3 of the Contract Conditions&gt;</b>For the</p>

	<p>purposes of <a href="#">clause 8.1</a> of the Contract Conditions, the Customer will prepare the Premises as follows:</p> <p>(a) <a href="#">[insert details]</a></p> <p><b>&lt;Option 2 – Select this option if the Customer will not need to specify Premises under <a href="#">clause 8.3</a> of the Contract Conditions&gt;</b><a href="#">This Item is not applicable.</a></p>
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## <INSURANCES

**Important Note:** The indicative insurance categories and amounts in this section do not represent ‘set’ minimum requirements. Insurance requirements should be determined by an insurable assessment of the contract risk.

If your risk assessment indicates the standard insurance requirements below need to change, contact the Insurance Commission of WA ([contracts@icwa.wa.gov.au](mailto:contracts@icwa.wa.gov.au)) to discuss the requirements before releasing the RFO.

An introductory overview of risk management in the procurement context and procurement insurance requirements is also available from [WA.gov.au](http://WA.gov.au) ([Manage Risk Guidelines](#)).

Examples of insurance requirements are set out below. Consider the contract deliverables and delete insurances marked as optional (see [blue text](#)) if not applicable.>

### I.5 CONTRACT – INSURANCES

Item	Details
<b>29. Public Liability</b>	<p><b>&lt;Public Liability</b> insurance covers bodily injury and property damage arising out of acts or omissions by the Contractor. Select this Item if the contract deliverables are <b>services only</b>.</p> <p>If the contract deliverables are goods and/or services, delete this Item and select the Public and Products Liability Item below. Do not select both Items.</p> <p>Public liability insurance cover should be <b>not less than \$20 million</b>, or such higher level of cover as may be required by reference to the risk assessment&gt;Public liability insurance covering:</p> <p>(a) the legal liability of the Contractor and the Contractor Personnel arising out of the Services under a Contract for an amount of not less than <a href="#">[\$20 million]</a> for any one occurrence and unlimited in the number of occurrences happening in the any one period of insurance; and</p> <p>(b) indemnification of the Customer as principal to the extent of its liability arising out of the Services.</p>
<b>30. Public and Products Liability</b>	<p><b>&lt;Public Liability</b> insurance covers bodily injury and property damage arising out of acts or omissions by the Contractor. <b>Products Liability</b> insurance covers bodily injury and property damage arising out of loss or damage caused by the supply of faulty goods or products.</p> <p>Select this item if the contract deliverables are <b>goods and services</b>, or <b>goods only</b>. This item should not be used for services only, unless the</p>

	<p><i>services include goods manufactured, erected, installed, constructed, repaired, serviced, sold or supplied, e.g. trade services, ICT services etc.</i></p> <p><i>Delete this Item if you have selected the Public Liability Item above. Do not select both Items.</i></p> <p><i>Public and products liability insurance cover should be <b>not less than \$20 million</b>, or such higher level of cover as may be required by reference to the risk assessment</i>&gt;Public and products liability insurance covering the legal liability of the Contractor and the Contractor Personnel arising out of the Goods and/or Services:</p> <ul style="list-style-type: none"> <li>(a) for an amount of not less than [<b>\$20 million</b>] in any one occurrence;</li> <li>(b) unlimited in the number of occurrences happening in the period of insurance for public liability; and</li> <li>(c) limited in the annual aggregate to not less than [<b>\$20 million</b>] for products liability for all occurrences in any one period of insurance.</li> </ul> <p>The monetary values in this Item are specified by reference to each twelve-month period of insurance during which the Contractor is required to maintain insurance under the Contract. If the Contractor holds insurance which specifies a period of insurance other than annual cover, the policy must provide coverage that is at least equivalent to or greater than the level of cover specified in this Item.</p> <p>The Contractor's public and products liability insurance cover must include cover for the indemnification of the Customer as principal to the extent of its liability arising out of the Goods and/or Services.</p>
<p><b>31. Professional Indemnity</b></p>	<p><i>&lt;Important note: Automatic reinstatement of cover and the items listed in paragraphs (a)- (f) below may be standard cover or extensions to standard cover under a professional indemnity policy. These items are noted in Section D (Insurance Requirements) of the Response Form to ensure that the relevant certificate of currency confirms coverage for each of these items.</i></p> <p><i>Professional Indemnity insurance limits start at \$1 million and rise in the following increments – \$2 million, \$5 million and \$10 million. Coverage above \$10 million is available (limits increase in increments of \$10 million).</i></p> <p><i>Set the required coverage by reference to the risk assessment and contact the Insurance Commission of WA (<a href="mailto:contracts@icwa.wa.gov.au">contracts@icwa.wa.gov.au</a>) with any queries if guidance is required</i>&gt;Professional indemnity insurance covering the civil liability of the Contractor and the Contractor Personnel under the Contract, arising out of a breach of professional duty in the performance of the Services under the Contract for an amount not less than [<i>&lt;select value&gt;</i><b>\$1 million - / \$2 million / \$5 million / \$10 million / \$20 million</b>] 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.</p>

	<p>Any monetary value(s) in this Item are specified by reference to each twelve-month period of insurance during which the Contractor is required to maintain insurance under the Contract. If the Contractor holds insurance which specifies a period of insurance other than annual cover, the policy must provide coverage that is at least equivalent to or greater than the level of cover specified in this Item.</p> <p>The Contractor's professional indemnity insurance must include cover commonly described as cover for:</p> <ul style="list-style-type: none"> <li>(a) fraud and dishonesty;</li> <li>(b) defamation;</li> <li>(c) intellectual property infringement;</li> <li>(d) loss of or damage to documents, data and electronic records; and</li> <li>(e) breach of Australian Consumer Protection Legislation; and</li> <li>(f) vicarious liability for acts of agents and consultants.</li> </ul> <p>The reference to "Australian Consumer Protection Legislation" in this Item means the <i>Competition and Consumer Act 2010</i> (Cth), <i>Corporations Act 2001</i> (Cth), <i>National Consumer Credit Protection Act 2009</i> (Cth) or similar legislation enacted for the protection of consumers, within any Australian jurisdiction. <i>&lt;In some cases not all of the coverage items listed in paragraphs (a) to (f) above will be relevant to the risks associated with the Contract. Contact <a href="mailto:contracts@icwa.wa.gov.au">contracts@icwa.wa.gov.au</a> for guidance if required&gt;</i></p>
<p><b>32. Workers' Compensation</b></p>	<p><i>&lt;Important Note: This provision has been updated to refer to the new Workers' Compensation and Injury Management Act 2023 (WA) (the <b>WCIM Act 2023</b>) which commenced on 1 July 2024.</i></p> <p><i>The workers' compensation insurance must include cover for both common law liability and principal's indemnity cover in respect of liability under section 217 of the WCIM Act 2023. This type of extension is commonly called a 'Principal's Indemnity Extension'&gt;</i>Workers' compensation insurance in accordance with the provisions of the <i>Workers' Compensation and Injury Management Act 2023 (WA)</i>(the <b>WCIM Act</b>)</p> <p>The insurance policy must include:</p> <ul style="list-style-type: none"> <li>(a) including cover for common law liability cover for an amount of not less than <b>\$50 million</b> for any one occurrence event in respect of workers of the Contractor; and</li> <li>(b) principal's indemnity cover (by policy extension or otherwise), covering any claims or liability that may arise under the principal's indemnity described in section 217 of the WCIM Act.</li> </ul>
<p><b>33. Motor Vehicle Third Party</b></p>	<p><i>&lt;Important Note: The \$25 million / \$30 million coverage stated below is considered suitable for general vehicle transport. As part of their risk assessment, agencies should consider factors including, the type of vehicles that will be used (supplier fleet vehicles or employee personal</i></p>

	<p>vehicles) and the way in which the vehicles will be used during the term of the Contract. A higher level of cover may be appropriate for contracts involving factors that increase risks, such as transport of dangerous goods&gt;Motor vehicle third party liability insurance covering legal liability of the Contractor for property loss or 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 Goods and/or Services for an amount of not less than [<i>&lt;select value&gt;\$25 million / \$30 million</i>] for any one occurrence or accident.</p>
<b>34. Compulsory Third Party</b>	Compulsory third party insurance as required under any Law relating to motor vehicles used in connection with the Goods and/or Services.
<b>35. Cyber Liability</b>	<p><b>&lt;Important Note:</b> The inclusion of cyber liability insurance should be considered for procurements when, as part of a detailed risk assessment, a cyber liability exposure is identified. Please contact the Insurance Commission of WA (<a href="mailto:contracts@icwa.wa.gov.au">contracts@icwa.wa.gov.au</a>) with any queries if guidance is required, including guidance on the appropriate coverage threshold between <b>\$1 million and \$20 million</b>.</p> <p>The risks covered by cyber liability insurance include:</p> <ul style="list-style-type: none"> <li>the Contractor's legal liability following a "cyber attack" for claims arising from: the public disclosure of personal or corporate information;</li> <li>liability, loss of, damage or destruction to any property (including data) while in the care, custody or control of the Contractor;</li> <li>a breach of confidentiality or privacy;</li> <li>any act 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 Contractor.</li> </ul> <p>If cyber liability insurance is required, select the clause below and add Cyber Liability to <b>Section D (Insurance Requirements)</b> of the Response Form. <b>Do not use a cyber liability insurance clause from a previous procurement as that clause may not be suitable in current circumstances&gt;</b></p> <p><b>35.1 Insurance Coverage</b></p> <p>Cyber insurance covering the financial loss and legal liability of the Contractor for costs, expenses, loss or claims arising from any:</p> <ol style="list-style-type: none"> <li>disclosure of personal or corporate information;</li> <li>ransomware and extortion;</li> <li>business interruption;</li> <li>lost, damaged or destroyed data/records including software and hardware and recovery of such data/records;</li> <li>computer virus and hacking including denial of service;</li> <li>media liability; or</li> </ol>

	<p>(g) regulatory fines and penalties, for an amount not less than [<i>&lt;select required value between&gt;\$1 million - \$20 million</i>] any one claim and in the aggregate in any one period of insurance.</p> <p>Any monetary value(s) in this Item are specified by reference to each twelve-month period of insurance during which the Contractor is required to maintain insurance under the Contract. If the Contractor holds insurance which specifies a period of insurance other than annual cover, the policy must provide coverage that is at least equivalent to or greater than the level of cover specified in this Item.</p> <p><b>35.2 Maintenance Beyond Term</b></p> <p><i>&lt;Select this provision and the Survival provision below if the Contractor will retain access to Customer ICT Environment and/or Customer Data after expiry of the Contract. Contact ICWA (<a href="mailto:contracts@icwa.wa.gov.au">contracts@icwa.wa.gov.au</a>) for guidance on the maintenance period if needed&gt;</i>The cyber insurance required under this Item must be maintained throughout the Term and for a period of at least 6 years after termination or expiration of the Contract.</p> <p><b>35.3 Survival</b></p> <p>The Contractor's obligations under this Item are continuing obligations that survive the termination or expiration of the Contract for so long as the obligations of the Contractor under this Item continue.</p>
<p><b>36. Insurance Review</b></p>	<p><i>&lt;Consider including this Item when an assessment of insurable risk and the Term of the Contract indicate that the Customer may require a mechanism to review the insurance requirements during the Term&gt;</i></p> <p>(a) The Customer reserves the right, from time to time, to review the adequacy and appropriateness of the policies of insurance effected and maintained by the Contractor in relation to the Contract. As part of the review, the Customer may ascertain whether, in the Customer's reasonable opinion, any additional insurance policies are required, or whether any insurance policies effected by the Contractor in relation to the Contract and maintained at the time of the review are still required or require amendment.</p> <p>(b) The Contractor must commence negotiations to obtain insurances or amend the policies of insurance effected and maintained by the Contractor in relation to the Contract within [10] Business Days of receiving notice from the Customer to do so, and must, as soon as practicable thereafter at the Contractor's own cost, obtain insurances or amend the policies of insurance effected by the Contractor in relation to the Contract to reflect the recommendations made by the Customer following its review.</p> <p>(c) The Contractor must promptly notify the Customer if it is unable to, or it becomes apparent that it will be unable to, comply with the recommendations arising in connection with the Customer review.</p>



	<p>The parties must determine what action, if any, is to be taken following receipt of this notice.</p> <p>(d) Each party warrants to the other that it will act reasonably and in good faith with respect to any action taken under or in connection with this Item.</p>
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## I.6 CONTRACT – INTELLECTUAL PROPERTY & PUBLICITY

Item	Details
<b>37. Intellectual Property Rights in New Material</b>	<p><b>&lt;Option 1 – Select if the State or the Customer is to own Intellectual Property Rights in New Material. If the Contract will be formed under a Standing Offer with Eligible Customers that include entities which are not State Government entities (e.g. charities, universities etc.), use the term “Customer” in this provision &gt;</b>The [State of Western Australia / Customer] is the owner of the Intellectual Property Rights in the New Material. clause 16.1 of the Contract Conditions applies.</p> <p><b>&lt;Option 2 – Select if the Contractor is to own Intellectual Property Rights in New Material. Seek legal advice before selecting this option&gt;</b>The Contractor is the owner of the Intellectual Property Rights in the New Material. clause 16.2 of the Contract Conditions applies.</p>
<b>38. Working Papers</b>	<p><b>&lt;Option 1 – State / Customer owns Working Papers&gt;</b>Clause 16.1(e) of the Contract Conditions applies.</p> <p><b>&lt;Option 2 – Contractor owns Working Papers&gt;</b>Copyright and property in Working Papers vest in the Contractor.</p>
<b>39. Publicity</b>	<p><b>&lt;Important Note: Under clause 17.4 of the Contract Conditions, the Contractor may not use the name or logo of the Customer or any other State Agency specified in the Contract without prior written consent. If there is “any other State Agency”, name that entity in this clause.</b></p> <p><b>Option 1&gt;</b>[Specify State Agency] is specified for the purposes of clause 17.4(a)(i) of the Contract Conditions.</p> <p><b>&lt;Option 2&gt;</b>For the purposes of clause 17.4(a)(i) of the Contract Conditions, no other State Agency is specified.</p>

## I.7 CONTRACT – SECURITY CHECKS & CLEARANCES

Item	Details
<b>40. Screening and National Police Certificates</b>	<p><b>&lt;Option 1 – Select if the Customer may require the Contractor to provide National Police Certificate(s)&gt;</b>Clause 11.1 of the Contract Conditions applies.</p> <p><b>&lt;Consider the guidance below and specify additional currency and clearance requirements if needed:</b></p> <ul style="list-style-type: none"> <li><b>Under Clause 11.1(a) the Contractor is only required to provide a National Police Certificate if directed by the Customer. If you require</b></li> </ul>

	<p>that direction to be made upon commencement of the Contract, specify your requirements here.</p> <ul style="list-style-type: none"> <li>Under clause 11.1(b) each certificate provided by the Contractor must be no more than 2 years old. If you require different currency requirements, specify them here.</li> <li>Under clause 11.1(c) the Contractor is required to restrict access to Premises or the Customer ICT Environment if a National Police Certificate discloses specific convictions. If you require different requirements, including immediate notification, additional convictions and/or different trigger events (i.e. other than accessing Premises and/or any part of the Customer ICT Environment), specify those requirements here&gt;</li> </ul> <p>&lt;Option 2 – Select if National Police Certificate(s) is not required&gt; Clause 11.1 of the Contract Conditions does not apply.</p>
<b>41. Restricted Premises</b>	<p>&lt;Option 1 – Select if the Contract requires attendance at Restricted Premises (i.e. premises where children may be present)&gt; Clause 11.2 of the Contract Conditions applies.</p> <p>All persons required to hold a National Police Certificate pursuant to clause 11.2(a) of the Contract Conditions must obtain an updated National Police Certificate every [6 / 12 months] during the period in which they are required to hold a certificate.&lt;Specify the currency requirements by reference to the contract deliverables and your agency's police clearance requirements.</p> <p>You should also consider clause 11.2(b) and adapt or supplement the requirements in that clause if needed. Clause 11.2(b) requires the Contractor to notify the Customer and restrict access to the Restricted Premises if a National Police Certificate discloses convictions of the type listed in clause 11.1(c)(i) to (iv)&gt;</p> <p>&lt;Option 2 – Select if the Contract does not require attendance at Restricted Premises &gt; Clause 11.2 of the Contract Conditions does not apply.</p>
<b>42. Working with Children</b>	<p>&lt;Option 1 – Select if the Contract is for “child-related work”&gt;The Contract involves child-related work. clause 11.3 of the Contract Conditions applies.</p> <p>&lt;Option 2 – Select if the Contract is not for “child-related work”&gt; Clause 11.3 of the Contract Conditions does not apply.</p>

<Option 1 – Select the Contract Administration provisions below if contracts will be formed under a standing offer>



**I.8 CONTRACT ADMINISTRATION – CONTRACTS UNDER A STANDING OFFER**

Item	Details
<b>43. Customer's Representative and Address for Notices</b>	<p><b>&lt;Important Note: The Customer's Representative has certain rights and responsibilities under clause 23.1 of the Contract Conditions. One must be specified in the Standing Offer Order when issued&gt;</b>The Customer's Representative and address for notices is as specified in the Standing Offer Order.</p> <p>The Customer may change its designated representative and address for notices at any time by notice to the Contractor.</p>
<b>44. Performance Management Requirements</b>	<p><b>&lt;This provision gives each Customer the flexibility to specify their required Contractor performance management requirements (if any) in the Standing Offer Order. Only list specific requirements here if there are requirements that are likely to be required by most Customers&gt;</b>For the purposes of clause 23.3 of the Contract Conditions, the performance management requirements (if any) specified in the Standing Offer Order apply to the Contractor.</p>

**<Option 2 – Select the Contract Administration provisions below if contracts will be formed directly under the Request>**

**I.9 CONTRACT ADMINISTRATION**

Item	Details
<b>45. Customer's Representative and Address for Notices</b>	<p><b>&lt;Important Note: The Customer's Representative has certain rights and responsibilities under clause 23.1 of the Contract Conditions. If you do not name a Customer Representative in the RFO, one must be specified in the Letter issued when the Contract is awarded&gt;</b>The Customer's Representative and notice details are specified <b>&lt;select option&gt;</b>in the Letter. / below:</p> <p>Name: [insert]  Title: [insert]  Email: [insert]  Address: [insert]]</p> <p>The Customer may change its designated representative and notice details at any time by notice to the Contractor.</p>
<b>46. Performance Management Requirements</b>	<p><b>&lt;Contractor performance management requirements should be considered and included here. Contract management meetings, key performance indicators and reporting are listed as examples&gt;</b>For the purposes of clause 23.3 of the Contract Conditions, the Contractor will comply with the following performance management requirements:</p> <ul style="list-style-type: none"> <li>Time Based Services – [describe requirements] <b>&lt;Refer to clause 13.3(b) of the TRP General Conditions of Contract. If required, specify reporting requirements for time based services&gt;</b></li> </ul>

	<ul style="list-style-type: none"> <li>• Reporting – [describe requirements]</li> <li>• Key Performance Indicators – [describe requirements]</li> <li>• Meetings – [describe requirements]</li> </ul>
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<Select or delete the Special Conditions below as required for your procurement.

## SECURITY CONTRACTS

[Note: Cleaning contracts are outside the scope of the TRP Pilot (Phase 1), so the guidance below has been adapted to refer to security contracts only.]

**Important Note:** If the Contract is for security services, include the annual paid information session special condition below. 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 security contracts with an estimated contract value of \$50,000 or above, except where the services are to be undertaken in schools and hospitals. Delete if not applicable.>

### I.10 SPECIAL CONDITION – SECURITY CONTRACTS

Item	Details
47. Annual Paid Information Session on Workplace Rights	<p>The Contractor agrees to:</p> <ul style="list-style-type: none"> <li>(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 <b>Contract Employee</b>) in order for the Contract Employee to travel for and attend an information session on workplace rights conducted by the relevant union (<b>Information Session</b>);</li> <li>(b) grant that paid leave (<b>Information Session Leave</b>) to the Contract Employee for the period reasonably necessary to enable the Contract Employee to travel for and attend the Information Session,</li> </ul> <p>subject to the conditions that:</p> <ul style="list-style-type: none"> <li>(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;</li> <li>(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</li> <li>(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.</li> </ul>

	<p>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.</p> <p>In this clause, a reference to "<b>employee</b>" includes a natural person engaged under a contract for services.</p>
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#### I.11 SPECIAL CONDITIONS – FINANCIAL PROVISIONS[, LIABILITY & INDEMNITIES]

Item	Details
<b>48. Unconditional Performance Guarantee</b>	<p><b>&lt;Important Note: If this Item is applicable, then the entire provision must be inserted&gt;</b></p> <p><b>48.1 Guarantee Requirements</b></p> <p>If requested by the Customer, the Contractor must provide a performance guarantee by the date specified by the Customer.</p> <p>The performance guarantee shall be unconditional and be in the form specified in <b>Schedule 3 (Unconditional Performance Guarantee)</b> to this document.</p> <p>This is a mandatory requirement.</p> <p><b>48.2 Discharge of Guarantee</b></p> <p>The Customer will consent to the discharge of a performance guarantee or similar arrangement made pursuant to these Contract Details if, at any time following the termination or expiry of the Contract, the Contractor can demonstrate to the Customer's reasonable satisfaction that there is no basis for any claim to be made against the performance guarantee or similar arrangement in the future.</p>
<b>49. Financial Undertaking</b>	<p><b>&lt;Important Note: If this Item is applicable, then the entire provision must be inserted. Seek legal advice on adapting this provision if required for Contracts formed under a Standing Offer. This Item must be selected if Item 50 (Liquidated Damages and Trigger Events) is selected (see below). Delete if not applicable.&gt;</b></p> <p><b>49.1 Financial Undertaking Requirements</b></p> <p>The Customer requires a financial undertaking of the amount [<b>&lt;Select required option. Option 1 – Contract under a Standing Offer&gt;</b>specified in the Standing Offer Order / <b>&lt;Option 2 – Contract&gt;</b>of AUD\$[insert amount] million] from an entity, and in a form, acceptable to the Customer.</p> <p>The financial undertaking may be drawn down on termination of the Contract due to breach of Contract by the Contractor or on the occurrence of any of the trigger events specified in <b>Item 50 (Liquidated Damages and Trigger Events)</b> of these Contract Details.</p> <p>This is a mandatory requirement.</p>

	<p><b>49.2 Discharge of Financial Undertaking</b></p> <p>The Customer will consent to the discharge of a financial undertaking or similar arrangement made pursuant to these Contract Details if, at any time following the termination or expiry of the Contract, the Contractor can demonstrate to the Customer's reasonable satisfaction that there is no basis for any claim to be made against the financial undertaking or similar arrangement in the future.</p>
<b>50. Liquidated Damages and Trigger Events</b>	<p><b>&lt;Important Note:</b> If liquidated damages are required, ensure that you seek legal advice on the drafting of this Item. The amount of liquidated damages and the description of events that trigger payment of liquidated damages will depend on the circumstances of the relevant procurement. Also ensure that you require the Contractor to provide a financial undertaking, see Item 49 above.&gt;</p>
<b>51. Civil Liability Act</b>	<p><b>&lt;Important Note:</b> This Item should only be inserted following receipt of legal advice &gt;The Customer and the Contractor agree that Part 1F of the Civil Liability Act 2002 (WA) does not apply to the Contract.</p>

### <WORK HEALTH AND SAFETY

In July 2024 Finance published a new guideline containing introductory guidance on work health and safety (WHS) risks in procurement and model clauses for use in goods and services documents. The Work Health and Safety Guideline is available on [WA.gov.au](http://WA.gov.au) and forms part of the [Manage Risk Guidelines](#).

The new guideline contains WHS related model clauses and guidance on when each clause may be applicable. The WHS special conditions below should be read together with the guideline. The special conditions do not cover all WHS risks or scenarios, but provide examples of commonly applicable provisions that a Customer may utilise to monitor and manage WHS risks during the Term of a Contract.

Each special condition may or may not be relevant depending on the factual circumstances of the procurement and the WHS risks identified in the procurement risk assessment. Select, adapt, supplement or delete the special condition(s) as required.

If you need to adapt, expand, or substitute these special conditions to address WHS risks associated with a procurement, you are encouraged to engage with your agency's WHS team and/or seek legal advice as required.>

### 1.12 SPECIAL CONDITIONS – WORK HEALTH AND SAFETY

Item	Details
<b>52. Customer's Work Health and Safety Procedures</b>	<p><b>&lt;Select or delete this Item as required. Refer to the <a href="#">WHS Guideline</a> for guidance on using this special condition&gt;</b>In this Item:</p> <p><b>WHS Procedures</b> means the document, as may be updated by the Customer from time to time during the Term, that describes the Customer's work health and safety procedures relevant to the Contractor's activities under the Contract.</p> <p>(a) The Customer will provide the Contractor with the WHS Procedures [prior to the commencement of the Contract [or] within [insert number of Business Days] Business Days of the Contract</p>

	<p>Commencement Date] and provide the Contractor with a revised version promptly following any update to the WHS Procedures during the Term.</p> <p>(b) The Contractor has [insert number of Business Days] Business Days from the date of receipt of the WHS Procedures (and any update thereto) to implement processes and procedures to maintain compliance with the WHS Procedures in the provision of the Goods and/or Services.</p> <p>(c) The Contractor must ensure the Contractor Personnel engaged in performing work under the Contract comply with WHS Procedures, including without limitation completing required training and/or attending the Customer's safety induction at a time and place to be specified by the Customer prior to commencing work.</p>
<p><b>53. Work Health and Safety Management Plan</b></p>	<p><i>&lt;Select or delete this Item as required. Refer to the <u>WHS Guideline for guidance on using this special condition</u>. Note that this Item cross refers to the defined terms WHS Notification Requirement and WHS Laws, both of which are defined in clause 1.1 of the Contract Conditions&gt;</i>In this Item:</p> <p><b>WHS Incident</b> means an incident which triggers a WHS Notification Requirement.</p> <p><b>WHS Management Plan</b> means a plan demonstrating how the Contractor will manage specific work health and safety issues relevant to the Goods and/or Services during the Term, including documenting the system and methods that will be used by the Contractor.</p> <p>(a) The Contractor must:</p> <ol style="list-style-type: none"> <li>(i) prepare and implement a WHS Management Plan in relation to the performance of the Contract; and</li> <li>(ii) submit the WHS Management Plan to the Customer within [10] Business Days of the Commencement Date, for the Customer's information only. <i>&lt;Specify timeframe for submission&gt;</i></li> </ol> <p>(b) The Contractor must:</p> <ol style="list-style-type: none"> <li>(i) review the WHS Management Plan at intervals of at least every [insert number of months] months during the Term, and as informed by the review, update the WHS Management Plan to ensure that it remains relevant; and</li> <li>(ii) promptly submit the updated WHS Management Plan to the Customer, for the Customer's information only.</li> </ol> <p>(c) The WHS Management Plan must, at a minimum, detail:</p> <ol style="list-style-type: none"> <li>(i) the policies and procedures that the Contractor will implement to meet any applicable legislative or regulatory work health and safety requirements;</li> </ol>

	<ul style="list-style-type: none"> <li>(ii) the timing and content of work health and safety training to be provided to Contractor Personnel and the relevant qualifications of the Contractor Personnel;</li> <li>(iii) work health and safety issues and how each issue will be managed by the Contractor, if it occurs;</li> <li>(iv) the procedures that the Contractor will implement to ensure compliance with Item[s] [insert cross reference to other applicable WHS Special Conditions, selected from template Items 52-57 or added by the Customer]; and</li> <li>(v) the specific process and timetable for WHS Incident management.</li> </ul>
<b>54. Safety and Operation Information</b>	<p>&lt;Select or delete this Item as required. Refer to the <u>WHS Guideline for guidance on using this special condition</u>&gt;The Contractor must provide the Customer with all relevant safety, operational, inspection and testing information relating to the Goods [specify time period for delivery of the information]. &lt;e.g. within [X] Business Days of the Contract Commencement Date / delivery of the Goods / installation etc.&gt;</p>
<b>55. Work Health and Safety Training</b>	<p>&lt;Select or delete this Item as required. Refer to the <u>WHS Guideline for guidance on using this special condition</u>. Note that this Item cross refers to the defined terms WHS Notification Requirement and WHS Laws, both of which are defined in clause 1.1 of the Contract Conditions.&gt;In this Item:</p> <p><b>WHS Management Plan</b> means a plan demonstrating how the Contractor will manage specific work health and safety issues relevant to the Goods and/or Services during the Term, including documenting the system and methods that will be used by the Contractor.</p> <p><b>WHS Procedures</b> means the document, as may be updated by the Customer from time to time during the Term, that describes the Customer's work health and safety procedures relevant to the Contractor's activities under the Contract.</p> <ul style="list-style-type: none"> <li>(a) The Contractor must ensure all Contractor Personnel undertake work health and safety training [prior to commencing work under the Contract], including but not limited to familiarisation with: <ul style="list-style-type: none"> <li>(i) the legislative framework of WHS Laws;</li> <li>(ii) [the WHS Procedures and ]the WHS Management Plan; and</li> <li>(iii) procedures for the reporting and resolution of work health and safety issues in the workplace.</li> </ul> </li> <li>(b) The Contractor shall maintain training attendance records [signed by each attendee]and make those records available to the Customer on request.</li> </ul>
<b>56. Work Health and Safety Reporting</b>	<p>&lt;Select or delete this Item as required. Refer to the <u>WHS Guideline for guidance on using this special condition</u>&gt;The Contractor must provide to the Customer:</p>



	<p>(a) a report in writing regarding work health and safety performance in relation to the Contract:</p> <p>(i) in the format specified by the Customer; <i>&lt;At a minimum, reporting should be provided in writing. Consider whether a specific reporting format is required. Consult your agency's WHS team if needed&gt;</i></p> <p>(ii) [in the timeframe specified by the Customer] / [within [X] Business Days of receipt of a request from the Customer] / [specify reporting frequency, e.g. monthly, bi-annually, annually etc.]; <i>&lt;Specify the reporting frequency&gt;</i></p> <p>(b) at the request of the Customer, documentation evidencing the Contractor's compliance with its work health and safety obligations under the Contract[. /; and]</p> <p>(c) <i>&lt;Only include this provision for procurements with high WHS risks&gt;</i>[if the Customer (on reasonable grounds) suspects the Contractor is not complying with its work health and safety obligations under this Contract, an independent verification report prepared:</p> <p>(i) by a suitably qualified expert (acceptable to the Customer);</p> <p>(ii) at the Contractor's expense, verifying the Contractor's compliance with its work health and safety obligations under the Contract].</p>
<p><b>57. Work Health and Safety Investigations</b></p>	<p><i>&lt;Select or delete this Item as required. Refer to the <u>WHS Guideline</u> for guidance on using this special condition. Note that this Item cross refers to the defined terms WHS Notification Requirement and WHS Laws, both of which are defined in clause 1.1 of the Contract Conditions&gt;</i>In this Item:</p> <p><b>WHS Incident</b> means an incident which triggers a WHS Notification Requirement.</p> <p>The Contractor must:</p> <p>(a) promptly investigate any WHS Incident, unless directed otherwise by the Customer;</p> <p>(b) allow the Customer to conduct its own investigation into the WHS Incident, and co-operate with the Customer's investigation on request by the Customer; and</p> <p>(c) promptly provide the Customer with all relevant information and documents, in relation to the WHS Incident including:</p> <p>(i) details of any notification made in accordance with clause 12.8 of the Contract Conditions;</p> <p>(ii) a copy of any notice issued by an WorkSafe WA or other work health and safety authority requiring the Contractor to provide information or documents;</p>



	<p>(iii) a copy of any information or document provided by the Contractor to WorkSafe WA or other work health and safety authority;</p> <p>(iv) details of any enforcement action taken against the Contractor, including legal proceedings commenced against the Contractor; and</p> <p>(v) a copy of any investigation report prepared by or at the instruction of the Contractor.</p>
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### I.13 SPECIAL CONDITION – INFORMATION SECURITY

Item	Details
<b>58. Customer Data and Systems Security</b>	<p>&lt;Select this Item if the Customer will be required to provide the Contractor with access to the Customer's ICT systems or allow the Contractor access to sensitive data or information (Tier 1 risk as defined by the Office of Digital Government's (DGOV) information secure procurement model) such as:</p> <ul style="list-style-type: none"> <li>• Official Sensitive information (e.g. cabinet information, legally sensitive information or commercially sensitive information); or</li> <li>• identifying details (e.g. date of birth, residential address), sensitive personal information, government related identifiers or personal financial details; or</li> <li>• confidential operational information.</li> </ul> <p>Refer to the 2024 WA Government Cyber Security Policy page on <a href="https://www.wa.gov.au">WA.gov.au</a> for DGOV's cyber security contact details and guidance materials.</p> <p>If you select this Item, ensure that you also select Option 2A in <b>Item 20 (Confidential Information)</b>.</p> <p><b>58.1 Order of Precedence</b></p> <p>For the purposes of clause 2.3 (Order of Precedence) in the Contract Conditions and the definition of "Contract Documents" in the Contract Conditions, Clause 9 (Customer Data and Systems Security) of the Contract Conditions is incorporated by reference into, and shall have the same ranking, as these Contract Details.</p> <p><b>58.2 Security Testing</b></p> <p>The Contractor must undertake regular vulnerability testing (in accordance with Good Industry Practice and using up-to-date vulnerability scanners) of the Contractor Systems, and as soon as reasonably practicable after completion of the testing:</p> <p>(a) provide the Customer with a report setting out any vulnerabilities revealed by that testing, and the steps that the Contractor will take to remediate those vulnerabilities; and</p> <p>(b) take the steps set out in the report, and any other reasonable steps required in order, to remediate those vulnerabilities.</p>

<b>59. Security Certification</b>	<p><i>&lt;Select this Item if:</i></p> <ul style="list-style-type: none"> <li><i>the Contractor will be given access to sensitive data or information (including Personal Information);</i></li> <li><i>have non-public access to the Customer ICT Environment; or</i></li> <li><i>the agency needs to access the Contractor Systems,</i></li> </ul> <p><i>in connection with the performance of the Contract. Personal Information, Customer ICT Environment and Contractor Systems are defined in clause 1.1 of the Contract Conditions&gt;</i></p> <p><b>59.1 Defined Terms</b></p> <p><b>Security Certification</b> means an independent certification of the Contractor Systems conducted, in accordance with generally accepted industry practice and applicable laws and standards, by a reputable third party experienced in security audits and/or certification and reasonably acceptable to the Customer.</p> <p><b>59.2 Security Certification Requirements</b></p> <p>(a) The Contractor must, if requested by the Customer:</p> <ol style="list-style-type: none"> <li>undergo (and comply with all requirements for) an annual Security Certification; and</li> <li>provide the results of the Security Certification to the Customer in writing as soon as reasonably practicable after completion of the Security Certification.</li> </ol> <p>(b) If the Customer, acting reasonably, is not satisfied with the process or the results of the Security Certification (or if the Customer does not request a Security Certification) the Customer has the right, upon 10 Business Days' notice, to conduct (itself or through a nominated independent third party) independent security testing, certification and third-party audits of the Contractor Systems.</p> <p>(c) The Contractor must:</p> <ol style="list-style-type: none"> <li>arrange for any consents required from the Contractor Personnel to permit the Customer and its nominated independent security tester or auditor to undertake; and</li> <li>provide all assistance reasonably requested by the Customer and its nominated independent security tester or auditor for the purposes of,</li> </ol> <p>the testing and/or auditing described in <b>Item 58.2(b)</b>.</p>
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#### I.14 SPECIAL CONDITION – TRANSITION-OUT

Item	Details
<b>60. Transition-out</b>	<p><i>&lt;Select this Item if the Customer wants the option to ask the Contractor to prepare a Transition-out Plan during the Term of the Contract to manage the transition of supply at the end of the Contract.</i></p>

*If the Requesting Agency or Customer intends to ask Respondents to submit a transition-out plan with their Offer, so that the plan only needs to be maintained and implemented during the Term, this provision will need to be amended.>*

#### 60.1 Defined Terms

In this Item 60:

**Transition-out** means the transition from the Goods and/or Services to alternative goods and/or services, including the timely and orderly winding up of the Contractor's performance, in accordance with the Transition-out Plan.

**Transition-out Plan** means a detailed plan, prepared by the Contractor pursuant to Item 60.2, as approved by the Customer.

#### 60.2 Transition-out Plan

- (a) If requested by the Customer, the Contractor must promptly (and in any case within 15 Business Days of the request) prepare a draft transition-out plan and submit it to the Customer.
- (b) Each draft transition-out plan is a Draft Approval Document and the Contractor must prepare and submit the draft document in accordance with clause 23.5 (Draft Approval Documents) of the Contract Conditions.
- (c) The Contractor must ensure that the draft transition-out plan:
  - (i) sets out in detail all the services, functions and tasks that are necessary, desirable or reasonably requested by the Customer to ensure that Transition-out takes place in a timely and orderly manner;
  - (ii) sets out the timeframes during which the Contractor will perform the Transition-out services;
  - (iii) sets out any roles and responsibilities of the Customer and any other parties;
  - (iv) sets out how continuity of staffing and service delivery will be maintained during the Transition-out period;
  - (v) sets out the risks to the Customer during the period of Transition-out, and how those risks will be managed or mitigated; and
  - (vi) includes an up to date record of all resources, Contractor Personnel used to perform the Contractor's obligations under the Contract.
- (d) The Customer is not obliged to accept a draft transition-out plan. No draft transition-out plan has any effect on the Contract until such time as the draft is approved by the Customer in writing, and signed in accordance with the Customer's approved delegation authorities.

	<p>(e) If the Customer has approved a Transition-out Plan under <b>Item 60.2(d)</b> the Contractor must, promptly after each anniversary of the Contract Commencement Date:</p> <ul style="list-style-type: none"> <li>(i) update the Transition-out Plan; and</li> <li>(ii) submit a draft updating the Transition-out Plan to the Customer for approval pursuant to this Item.</li> </ul> <p>(f) If requested by the Customer or the Customer's Representative in writing at any time during the Term, or prior to the expiry of 20 Business Days following the end of the Term, the Contractor must perform Transition-out in accordance with the then current Transition-out Plan by the date specified by the Customer.</p> <p>(g) If the Customer requests the Contractor to perform Transition-out under item 60.2(f) above, then:</p> <ul style="list-style-type: none"> <li>(i) subject to item 60.2(g)(ii) below, the Contractor is entitled to be paid fees for the performance of Transition-out in accordance with the Transition-out Plan, such fees to be calculated in a manner consistent with the pricing set out in the Contract (or such lesser amount as is agreed by the Contractor and the Customer in writing).</li> <li>(ii) the Contractor must use all reasonable endeavours to minimise any fees for Transition-out payable under <b>Item 60.2(g)(i)</b>, including by using resources and performing Transition-out in the most efficient manner possible; and</li> <li>(iii) the applicable provisions of the Contract will continue to apply until completion (or earlier termination by the Customer) of Transition-out notwithstanding the termination or expiry of the Contract.</li> </ul> <p><b>60.3 Survival</b></p> <p>This Item survives the termination or expiration of the Contract.</p>
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#### I.15 SPECIAL CONDITION – [INSERT TITLE]

Item	Details
61. [Insert]	

#### I.16 CONTRACT – GOVERNMENT POLICY FRAMEWORK

Item	Details
62. Government Policies	<p><b>&lt;Option 1 – If the Request requires the Contractor to comply with obligations related to Government policies during the Term of the Contract, list all relevant policies below.</b></p> <p><b>For each policy listed in this Item 62 ensure that there is a corresponding Item below that sets out the Contractor's obligations with respect to that policy, and ensure that there is information describing how to access the policy in Part D of this RFO&gt;</b>For the purposes of</p>

	<p>clause 12.6 of the Contract Conditions, the Contract contains obligations relating to the Government policies specified below:</p> <p><i>&lt;Delete, select and/or supplement the list below&gt;</i></p> <ul style="list-style-type: none"> <li>• Aboriginal Procurement Policy - Aboriginal Participation Requirements</li> <li>• Disability Access and Inclusion Plan</li> <li>• National Principles for Child Safe Organisations</li> <li>• Western Australia Pro Bono Services</li> <li>• Western Australian Buy Local Policy 2022</li> <li>• Western Australian Industry Participation Strategy</li> <li>• [list all other applicable policies]</li> </ul> <p><i>&lt;Option 2 – No Government policy related obligations&gt;</i> For the purposes of clause 12.6 of the Contract Conditions, no obligations relating to Government policies are specified.</p>
<p><b>63. APP – Aboriginal Participation Reporting</b></p>	<p><b>[Note: Contracts with an estimated contract value of \$5 million or more are outside the scope of the TRP Pilot (Phase 1).]</b></p> <p><i>&lt;Important Note: Delete this Item if the Request is for a Standing Offer and clause 2.5 (No Exclusivity or Minimum Volume) of the Standing Offer Conditions means there is no expenditure or market share commitment with respect to Contracts resulting from the Standing Offer. Subject to the proviso above, this Item must be included in all Requests with an estimated contract value of \$5 million and above and if the Contract resulting from the Request is for one of the following (applicable UNSPS Codes are included in brackets):</i></p> <ul style="list-style-type: none"> <li>• <i>community and social services (all contracts delivered under the Delivering Community Services in Partnership Policy);</i></li> <li>• <i>education and training (UNSPSC 86100000, 86110000, 86130000, 86140000);</i></li> <li>• <i>public administration and finance services (UNSPSC 93150000);</i></li> <li>• <i>construction (UNSPSC 7210000, 72110000, 72120000, 72140000, 72150000). Note this template is for goods and services procurement and may not be suitable for works procurement; or</i></li> <li>• <i>where the contract will be delivered to Aboriginal persons or target the specific needs of Aboriginal persons.</i></li> </ul> <p><i>If this Item applies, include the Aboriginal Participation Requirements provision in Section C.3.3.1 of the Response Form. The Respondent must indicate which target it intends to pursue in their response to the Compliance and Disclosure Requirements.</i></p> <p><i>Further information about the application of the Aboriginal participation requirements is available in the Aboriginal Procurement Policy (APP) Agency Practice Guide on <a href="http://wa.gov.au">wa.gov.au</a>.</i></p>

### 63.1 Definitions

For the purposes of this Item:

**Aboriginal Business/ACCO Subcontracting Outcomes** are described in Item 63.3(a) below.

**Aboriginal Employment Outcomes** are described in Item 63.4(a) below.

**Aboriginal Persons** has the meaning given to that term in the Aboriginal Procurement Policy.<sup>25</sup>

**ACCO means an Aboriginal Community Controlled Organisation** as defined in the Delivering Community Services in Partnership (DCSP) Policy.<sup>26</sup>

**Contract Labour Force** has the meaning given to that term in the Aboriginal Procurement Policy.

**Employment** means at least one hour's paid work per week in any of the working arrangements described in the definition of 'Contract Labour Force'. Employed has a corresponding meaning.

**Registered Aboriginal Business** has the meaning given to that term in the Aboriginal Procurement Policy.

### 63.2 Aboriginal Participation Requirements

The Aboriginal participation requirements in Part B of the Aboriginal Procurement Policy apply to this Contract.

During the Term of the Contract the Contractor must comply with either the Aboriginal Business/ACCO Subcontracting Outcomes or the Aboriginal Employment Outcomes.

Further reporting guidance is available in the Supplier Guide (Aboriginal Participation) on [wa.gov.au](http://wa.gov.au).<sup>27</sup>

### 63.3 Aboriginal Business/ACCO Subcontracting Outcomes

The following provisions apply if the Contractor agreed in their Offer to comply with the 'Aboriginal Business/ACCO Subcontracting Outcomes':

- (a) During the Term of the Contract the Contractor must enter into subcontracting arrangements with registered Aboriginal Business(es) and/or ACCO(s) with an aggregate value of at least [insert rate]% of the total value of the Contract as at the Contract Commencement Date. *<Refer to the APP for the current minimum Aboriginal business / ACCO subcontracting target rate – [wa.gov.au](http://wa.gov.au)>*
- (b) The Contractor's compliance with the target specified in Item 63.3(a) will be monitored by the Customer during the Term of the Contract and measured upon expiry of the Term.
- (c) Only the following subcontracting arrangements will count towards the target specified in Item 63.3(a), subcontracting arrangements that:

- (i) establish a direct contractual relationship between the Contractor and the relevant Registered Aboriginal Business or ACCO subcontractor; and
- (ii) subcontracts some of the Contractor's obligations under the Contract.

#### 63.4 Aboriginal Employment Outcomes

The following provisions apply if the Contractor agreed in their Offer to comply with the 'Aboriginal Employment Outcomes':

- (a) In each year of the Term of the Contract, the Contractor must ensure at least [*<select option>2% / 5% / 10%*] of the total Contract Labour Force are Aboriginal Persons. *<Select the applicable percentage rate by reference to Part B of the APP and the contract delivery location. If the contract is to be delivered across multiple regions, the lowest applicable target rate will apply.>*
- (b) The Contractor's compliance with target specified in **Item 63.4(a)** will be measured on each anniversary of the Contract Commencement Date and monitored across the Term.
- (c) Only persons employed by the Contractor or its directly engaged subcontractors count towards the target specified in **Item 63.4(a)**.

#### 63.5 Aboriginal Participation Requirements Reporting

*<The reporting requirements and frequency outlined in this Item are minimum reporting requirements under the APP. Include additional requirements if needed>* The Contractor must comply with the following reporting requirements:

- (a) If **Item 63.3** applies, no later than 30 calendar days after the expiry of the Term, the Contractor must submit a report to the Customer detailing all relevant contracts awarded to Registered Aboriginal Business/ACCO subcontractors valued \$50,000 and above (the Contractor may also voluntarily report contracts valued from \$5,000 up to \$50,000).
- (b) If **Item 63.4** applies, no later than 30 calendar days after:
  - (i) each anniversary of the Contract Commencement Date; and
  - (ii) the expiry of the Term,
 the Contractor must submit a report to the Customer evidencing their compliance with **Item 63.4(a)**.
- (c) If **Item 63.5(b)** above applies and the Term is 12 months or less, the Contractor may submit a single report to the Customer

<sup>25</sup> <https://www.wa.gov.au/government/publications/general-procurement-direction-202108-aboriginal-procurement-policy>

<sup>26</sup> <https://www.wa.gov.au/government/multi-step-guides/buying-community-services/getting-started-community-services-procurement/introducing-the-delivering-community-services-partnership-policy>

<sup>27</sup> <https://www.wa.gov.au/government/publications/aboriginal-procurement-policy-supplier-guide-aboriginal-participation>



	<p>containing the information required within 30 calendar days after the expiry of the Term.</p> <p>(d) Reports must be prepared in the format required by the Customer, as advised to the Contractor at least [X] calendar days prior to the relevant submission date. <i>&lt;Specify number of days&gt;</i></p> <p>(e) The Contractor must submit each report on Tenders WA unless the Customer advises otherwise.</p> <p>(f) The Contractor must retain substantiating information, used to report against the relevant target, for auditing purposes and provide that information to the Customer on request.</p> <p><b>63.6 Use of Information</b></p> <p>The Customer may use or disclose the reports provided under this Item for the legitimate purposes of or relating to government or the business of government.</p> <p><b>63.7 Survival</b></p> <p>This Item 63 survives the termination or expiration of the Contract.</p>
<b>64. Disability Access and Inclusion Plan</b>	<p><i>&lt;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 (WA), 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.&gt;</i> If the Contract involves the supply of Services to the public, then the Contractor will:</p> <p>(a) to the extent practicable, implement the Customer's "Disability Access and Inclusion Plan" prepared under the <i>Disability Services Act 1993 (WA)</i>; and</p> <p>(b) 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.</p>
<b>65. National Principles of Child Safe Organisations</b>	<p><i>&lt;Include this Item if the services to be delivered under the Contract include "child-related work", otherwise delete&gt;</i> In relation to Services under the Contract that comprise or involve "child-related work" (as defined in section 6 of the <i>Working with Children (Screening) Act 2004 (WA)</i>), the Contractor agrees to implement the National Principles for Child Safe Organisations (the <b>National Principles</b>).</p> <p>The National Principles are available for download from <a href="https://childsafe.humanrights.gov.au/national-principles/download-national-principles">https://childsafe.humanrights.gov.au/national-principles/download-national-principles</a></p>
<b>66. Pro Bono Legal Services</b>	<p><i>&lt;This Item and Schedule 2 to this RFO must be included where the Contractor will be providing legal services in Western Australia&gt;</i> The Contractor must provide Pro Bono Legal Services in accordance with <b>Schedule 2</b> to this document.</p>

	The Contractor's obligations include compliance with reporting requirements as set out in <a href="#">Schedule 2</a> .
<b>67. Western Australian Buy Local Policy 2022</b>	<p><i>&lt;Subject to the proviso below regarding Standing Offers, if the Contract resulting from this RFO has a Regional Point(s) of Delivery and Regional Price Preferences are to be assessed as part of the evaluation of the Offers, then include the following Item.</i></p> <p><i>If the Request is for a Standing Offer where Regional Price Preferences are only going to be evaluated when establishing the Standing Offer, then do not include this Item in the Contract Details&gt;</i></p> <p><b>67.1 Regional Content Obligations</b></p> <p>(a) Where the Contractor claimed a Regional Content Preference, the Contractor must use the Regional Content detailed in its Offer.</p> <p>(b) If the Contractor is unable to use the agreed Regional suppliers or subcontractors detailed in its Offer, the Contractor must:</p> <ol style="list-style-type: none"> <li>promptly notify the Customer; and</li> <li>where agreed by the Customer in writing, use substitute Regional suppliers or subcontractors.</li> </ol> <p>(c) The Contractor must allow the Department of Jobs, Tourism, Science and Innovation (<b>JTSI</b>), or an authorised representative of JTSI, to have access to and examine the Contractor's Records concerning the Contract, to confirm whether the Contractor has met its Regional Content Preference commitments.</p> <p><b>67.2 Reporting</b></p> <p><i>&lt;If the Customer requires a Contractor to provide reporting for the agency's Implementation Agreement, the reporting should be identified here. For regional procurements, it may also be appropriate to specify reporting requirements of a nature and frequency that will enable the Customer to monitor any commitments made by the Contractor in claiming Regional Content Preference&gt;</i><a href="#">[Insert Contractor reporting requirements related to the Western Australia Buy Local Policy 2022]</a></p> <p><b>67.3 Use of Information</b></p> <p><i>&lt;If reporting requirements under Item 67.2 apply, always include this Use of Information provision and the Survival provision below&gt;</i>The Customer may use or disclose the reports provided under this Item for the legitimate purposes of or relating to government or the business of government.</p> <p><b>67.4 Survival</b></p> <p>This Item survives the termination or expiration of the Contract.</p>
<b>68. Western Australian Industry Participation Strategy (WAIPS) Exemption Reporting</b>	<p><b>&lt;Important Note:</b> Do not include this Item if the Request is for a standing offer procurement. If the Request is for a standing offer procurement, only the WAIPS Exemption Reporting provision needs to be included (refer to <a href="#">Part H, Item 24</a>).</p>

	<p><i>For non-standing offer procurements, include where:</i></p> <ul style="list-style-type: none"> <li>the estimated total Contract value is \$1 million and above (Perth metropolitan Point of Delivery), or \$500,000 and above (Regional Point of Delivery); <b>and</b></li> <li>an exemption from inclusion of the Participation Plan as a qualitative requirement <b>has been</b> granted by the Deputy Director General, Department of Jobs, Tourism, Science and Innovation.</li> </ul> <p><i>If you select this Item 68 (Exemption Reporting), delete Item 69 (Participation Plan Reporting)&gt;</i></p> <p><b>68.1 WAIPS Participation Plan Exemption Reporting</b></p> <p>(a) The Contractor must submit a completed WAIPS Participation Plan Exemption Report upon the termination or expiry of the Contract (<b>Participation Plan Exemption Report</b>).</p> <p>(b) The Contractor must ensure that the Participation Plan Exemption Report:</p> <ol style="list-style-type: none"> <li>is prepared using the Participation Plan Exemption Report form available on the WAIPS Portal, at <a href="https://waips.industrylink.wa.gov.au">waips.industrylink.wa.gov.au</a>;</li> <li>complies with the WAIPS Portal report submission and content requirements, including with respect to authority, accuracy, currency and detail; and</li> <li>is submitted via the WAIPS Portal no later than two months after the termination or expiry of the Contract.</li> </ol> <p>WAIPS Portal information for businesses, including information on exemption reporting, is available on <a href="https://www.wa.gov.au/government/multi-step-guides/waips-portal-user-guide-businesses">WA.gov.au</a> (<a href="https://www.wa.gov.au/government/multi-step-guides/waips-portal-user-guide-businesses">https://www.wa.gov.au/government/multi-step-guides/waips-portal-user-guide-businesses</a>).</p> <p><b>68.2 Use of information</b></p> <p>The Customer and the State may use or disclose the Participation Plan Exemption Report provided under this Item, and information related thereto, for the legitimate purposes of or relating to government or the business of government.</p> <p><b>68.3 Survival</b></p> <p>This Item survives the termination or expiration of the Contract.</p>
<p><b>69. Western Australian Industry Participation Strategy (WAIPS) Participation Plan Reporting</b></p>	<p><b>&lt;Important note: Participation Plan Reporting is only required if the Contract is <b>not</b> established under a Standing Offer and:</b></p> <ul style="list-style-type: none"> <li>the estimated total Contract value is \$1 million and above (Perth metropolitan Point of Delivery), or \$500,000 and above (Regional Point of Delivery); <b>and</b></li> <li>an exemption from inclusion of the Participation Plan as a qualitative requirement <b>HAS NOT</b> been sought and granted by the</li> </ul>

	<p><i>Deputy Director General, Department of Jobs, Tourism, Science and Innovation.</i></p> <p><i>If you select this Item 69 (Participation Plan Reporting), delete Item 68 (Exemption Reporting)&gt;</i></p> <p><b>69.1 WAIPS Participation Plan Reporting</b></p> <p>(a) The Contractor must submit a completed WAIPS Participation Plan Report upon the termination or expiry of the Contract <b>(Participation Plan Report)</b>.</p> <p>(b) The Contractor must ensure that the Participation Plan Report:</p> <ul style="list-style-type: none"> <li>(i) is prepared using the Participation Plan Report form available on the WAIPS Portal, at <a href="https://waips.industrylink.wa.gov.au">waips.industrylink.wa.gov.au</a>;</li> <li>(ii) complies with the WAIPS Portal report submission and content requirements, including with respect to authority, accuracy, currency and detail; and</li> <li>(iii) is submitted via the WAIPS Portal no later than two months after the termination or expiry of the Contract.</li> </ul> <p>WAIPS Portal information for businesses, including information on exemption reporting, is available on <a href="https://www.wa.gov.au/government/multi-step-guides/waips-portal-user-guide-businesses">WA.gov.au</a> (<a href="https://www.wa.gov.au/government/multi-step-guides/waips-portal-user-guide-businesses">https://www.wa.gov.au/government/multi-step-guides/waips-portal-user-guide-businesses</a>).</p> <p><b>69.2 Use of information</b></p> <p>The Customer and the State may use or disclose the Participation Plan Report provided under this Item, and information related thereto, for the legitimate purposes of or relating to government or the business of government.</p> <p><b>69.3 Survival</b></p> <p>This Item survives the termination or expiration of the Contract.</p>
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## Part J – Glossary

The tables below list key defined terms used in this document and the Response Form. If a term is defined in a Part, Item or Schedule and only used in that location in this document, it is not listed in the tables below.

The information below is provided for the Respondent's general information only. The Respondent should exercise its own judgment in using the information and carefully evaluate the accuracy, currency and competence of the information. The information in this Part does not lessen the Respondent's obligation under condition 6.1 of the Request Conditions to rely entirely on its own enquiries in relation to all matters in respect of the Request Documents, the Request Conditions, the Standing Offer Conditions and the Contract Conditions. <

*Delete this table before releasing the RFO – the following defined terms are used in drafting instructions only:*

Defined Term	Definition Source
Accountable Authority	Western Australian Procurement Rules
Contractor Systems	General Conditions of Contract
Covered Procurement	Western Australian Procurement Rules
Covered State Agency	Western Australian Procurement Rules
Customer Data	General Conditions of Contract
Customer ICT Environment	General Conditions of Contract
Implementation Agreement	Western Australian Buy Local Policy 2022
Personal Information	General Conditions of Contract

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### J.1 RFO DEFINITIONS

The terms listed below are defined in this document. <The Part / Schedule / Annexure references in the table below are auto-cross reference fields. After you have selected or deleted the required Parts etc. in the body of this document, you can update the fields in the table by pressing 'Ctrl + A' and then F9 to update all fields. Terms in blue are only used in optional provisions. Delete if not used in the final version of the RFO>

Defined Term	Definition Source
Approved File Format	RFO Part C.5.2
Buying Rules	RFO Annexure A
Contract Conditions	RFO Part B.1.4.4
Free Trade Agreements / FTAs	RFO Part D.6

Imported Content	RFO Part G.5.1
Statement of Requirements	RFO Part F.1

## J.2 OTHER DEFINED TERMS

The terms listed below are used in this document and/or the Response Form and are defined in the definition source documents listed below. *<Terms in blue are only used in optional provisions. Delete if not used in the final version of the RFO>*

Defined Term	Definition Source
Aboriginal Community Controlled Organisation / ACCO	Delivering Community Services in Partnership Policy
Addenda / Addendum	Request Conditions Standing Offer Conditions General Conditions of Contract
Authorised Body	Standing Offer Conditions
Business Day	Request Conditions Standing Offer Conditions General Conditions of Contract
Closing Time	Request Conditions
Common Use Arrangement	Western Australian Procurement Rules
Confidential Information	Standing Offer Conditions General Conditions of Contract
Contract	Request Conditions Standing Offer Conditions General Conditions of Contract
Contract Commencement Date	General Conditions of Contract
Contractor	General Conditions of Contract
Contractor Personnel	General Conditions of Contract
Covered Procurement	Western Australian Procurement Rules
Customer	General Conditions of Contract
Customer Representative	General Conditions of Contract
Draft Approval Document	General Conditions of Contract
Eligible Customer	Standing Offer Conditions and RFO Part H (Standing Offer Details)

Defined Term	Definition Source
Eligible Regional Business	Western Australian Buy Local Policy 2022
Eligible Regional Content	Western Australian Buy Local Policy 2022
Final Analysis	Western Australian Buy Local Policy 2022
Financial Information	Request Conditions
Goods	General Conditions of Contract
Goods and/or Services	General Conditions of Contract
Imported Content	RFO Part G.5 (Buy Local Policy Imposts and Preferences)
Imported Content Impost	Western Australian Buy Local Policy 2022
Intellectual Property Rights	Standing Offer Conditions General Conditions of Contract
Letter	General Conditions of Contract
Letter of Appointment	Standing Offer Conditions
New Material	General Conditions of Contract
Offer	Request Conditions Standing Offer Conditions General Conditions of Contract
Offer Information	Request Conditions
Offered Price	Request Conditions
Offer Validity Period	Request Conditions
Panel	Standing Offer Conditions
Point of Delivery	Western Australian Buy Local Policy 2022
Premises	General Conditions of Contract
Prescribed Distance	Western Australian Buy Local Policy 2022
Price	Standing Offer Conditions General Conditions of Contract
Records	General Conditions of Contract
Regional	Western Australian Buy Local Policy 2022
Regional Business Preference	Western Australian Buy Local Policy 2022
Regional Content	Western Australian Buy Local Policy 2022
Regional Content Preference	Western Australian Buy Local Policy 2022



Defined Term	Definition Source
Regional Price Preference	Western Australian Buy Local Policy 2022
Registered Aboriginal Business	Aboriginal Procurement Policy
Reply	Standing Offer Conditions
Request	Request Conditions Standing Offer Conditions General Conditions of Contract
Request Documents	Request Conditions
Requesting Agency	Request Conditions Standing Offer Conditions General Conditions of Contract
Requesting Agency's Representative	Request Conditions Standing Offer Conditions
Respondent	Request Conditions
Response Form	Request Conditions General Conditions of Contract
RFO / Request for Offers	Request Conditions
Senior Officer	<i>Procurement (Debarment of Suppliers) Regulations 2021 (WA)</i>
Services	General Conditions of Contract
Services Commencement Date	General Conditions of Contract
Specified Personnel	Standing Offer Conditions General Conditions of Contract
Standing Offer	Request Conditions Standing Offer Conditions General Conditions of Contract
Standing Offer Commencement Date	Standing Offer Conditions
Standing Offer Deliverables	Standing Offer Conditions
Standing Offer Documents	Standing Offer Conditions
Standing Offer Order	Standing Offer Conditions
Standing Offer Request for Supply	Standing Offer Conditions
Standing Offer Term	Standing Offer Conditions

Defined Term	Definition Source
State Agency	Request Conditions Standing Offer Conditions General Conditions of Contract
Supplier	Standing Offer Conditions
Supplier Personnel	Standing Offer Conditions
Term	General Conditions of Contract
WAIPS / Western Australian Industry Participation Strategy	<i>Western Australian Jobs Act 2017 (WA)</i>
WAIPS Participation Plan	Western Australian Industry Participation Strategy
Working Papers	General Conditions of Contract
Zone	Western Australian Buy Local Policy 2022

## Schedule 1 – STANDING OFFER ORDERS

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**<THIS SCHEDULE REMAINS SUBJECT TO SSO REVIEW. DO NOT USE THIS CONTENT WITHOUT SEEKING ADVICE FROM TRPADVICE@FINANCE.WA.GOV.AU>**

**<Option 1 – Select this option if the Request is not for a standing offer procurement>** This Schedule is not applicable.

**<Option 2 – If the Request is for a standing offer procurement include a template Standing Offer Order Form in this Schedule.**

Section 4.6 of the WA Buy Local Policy 2022 provides agencies with discretion as to when regional price preferences are applied (either at the point the standing offer is established or when quotes are requested from panel members). JTSI can provide agencies with advice on the most suitable approach if required. If regional price preferences are to be applied when eligible customers are seeking quotes from panel suppliers, the standing offer order form included in this Schedule 1 must be updated to include optional text to facilitate the assessment of regional price preferences.

WAIPS Participation Plan Exemption – in regard to question 18 – if a commitment has been made to include a participation plan qualitative requirement in individual purchases that meet a WAIPS threshold, and where a buying rule specifies the purchase must undergo a competitive process, then the standing offer order form included in this Schedule 1 must include the option to include participation plan qualitative requirement and associated reporting.>

**<Option 2a – Select this option if you need to describe requirements for a Standing Offer Request for Supply, Reply and Standing Offer Order Form. Adapt the template content as required>**

[Insert Standing Offer Order form content]

**~ END OF SCHEDULE ~**

## Schedule 2 – PRO BONO LEGAL SERVICES

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*<Option 1 – Select this option if the Request is not for the procurement of legal services. Delete the content in Items 1 – 8 below>* This Schedule is not applicable.

*<Option 2 – This option must be selected for all Requests for legal services. Suppliers who provide legal services to the State of Western Australia are required to provide Pro Bono Legal Services (as defined below) in accordance with this Schedule. If you select this Option 2, all black text must be retained and blue optional text updated as required.>*

### 1. Interpretation

In this Schedule, unless the context requires otherwise:

**Aboriginal Legal Service** means Aboriginal Legal Service of Western Australia Limited.

**Approved Causes** is defined in clause 4(b) of this Schedule.

**Contract** means [*<select required option>*the Contract (if awarded) resulting from RFO [Insert Request Number] / each contract established under the Standing Offer (if formed) resulting from RFO [Insert Request Number].

**Excluded Services** is defined in clause 4(c) of this Schedule.

**Government** means the State of Western Australia and any government body.

**Law Access** means the Law Access Pro Bono Referral Scheme established by the Law Society of Western Australia.

**Law Firm** means the firm specified in the Contract.

**Legal Aid** means Legal Aid Western Australia.

**Pro Bono Legal Services** is defined in clause 4(a) of this Schedule.

**Pro Bono Hourly Rate** is defined in clause 5 of this Schedule.

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

### 3. Requirements

The Law Firm 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 the Contract.

#### 4. Pro Bono Legal Services

- (a) Pro Bono Legal Services means:
  - (i) pro bono legal work provided according to the Australian Pro Bono Centre's National Pro-Bono Target definition;
  - (ii) services within the definition of 'Approved Causes' in clause 4(b) of this Schedule; and otherwise within the terms of this Schedule; or
  - (iii) services as approved from time to time by the Attorney General of Western Australia and notified in writing to the Law Firm by the Customer's Representative,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 a grant of legal assistance from 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 Service 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 Service or bodies in Western Australia whose primary focus is representation of Aboriginal people.
- (c) Excluded Services means any services which under this Schedule 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 the 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.

## 5. Pro Bono Hourly Rates

- (a) The Pro Bono Hourly Rate is calculated as an average of the Law Firm's hourly rate for lawyers under the Contract.
- (b) 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:
  - (i) Partner: \$700
  - (ii) Senior Associate: \$550
  - (iii) Associate: \$400
  - (iv) Restricted Practitioner: \$250
 the Pro Bono Hourly Rate for the law firm is \$475.
- (c) To avoid doubt the Pro Bono Hourly Rate applies to calculating the requirement set out in clause 3(b) of this Schedule only.

## 6. Reporting

- (a) The Law Firm is required to complete the Reporting Template at Table 1 by no later than 12 weeks from the end of each financial year during the Term of the Contract and upon expiry of the Contract and send it to the State Solicitor's Office at [probono@sso.wa.gov.au](mailto:probono@sso.wa.gov.au).
- (b) The Law Firm is not required to disclose the names of their pro bono clients in the Reporting Template.
- (c) The data supplied by the Law Firm in each Reporting Template will be included in a report using disaggregated data that is tabled in Parliament annually.

### Table 1 - Reporting Template

*Note: The Law Firm may complete a single report using the Reporting Template below, completed by reference to all contracts with Government for the supply of Pro Bono Legal Services.*

Category	Description
<b>1. Law Firm</b>	[insert firm name]
<b>2. Government customers</b>	[insert the name of each Government customer under a contract for the supply of Pro Bono Legal Services that was current during the relevant financial year]
<b>3. Signatory to the National Pro Bono Aspirational Target</b>	Yes / No

Category	Description
<b>4. Total dollar value of each contract with each Government customer</b>	<p>\$(insert) for [insert name of customer]</p> <p>\$(insert) for [insert name of customer] etc.</p> <p><i>[Note: Report the dollar amount over the relevant financial year for each contract for legal services with each Government customer, e.g. if a Law Firm has two contracts for legal services with Department A and Department B, it must report the total dollar value for the contract with Department A, and the dollar value for the contract with Department B.]</i></p>
<b>5. Total dollar value of all contracts for the financial year</b>	<p>\$(insert)</p> <p><i>[Note: Report the sum of the dollar amount over the relevant financial year for all contracts for legal services with Government customers.]</i></p>
<b>6. Total hours of Pro Bono Legal Services (on Approved Causes AND under the Australian Pro Bono Centre's National Pro Bono Target)</b>	<p>[insert total hours]</p> <p><i>[Note: Report the aggregate sum of hours the Law Firm's lawyers have spent providing Pro Bono Legal Services during the financial year.</i></p> <p>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.]</p>
<b>7. Total hours provided on Pro Bono Legal Services for Approved Causes during the financial year</b>	<p>[insert total hours]</p> <p><i>[Note: Report the aggregate sum of hours for the relevant Law Firm's lawyers during the financial year.]</i></p>
<b>8. Total dollar amount on Pro Bono Legal Services on Approved Causes</b>	<p>\$(insert)</p> <p><i>[Note: Report the dollar amount calculated as the number of aggregate hours (listed in item 5) multiplied by the Pro Bono Hourly Rate.]</i></p>
<b>9. Is the amount in Item 7 at least 10% of the total value of legal services provided to Government in the financial year the subject of this report (i.e. the amount listed in item 4)?</b>	Yes / No
<b>10. Total hours provided on Pro Bono Legal Services on Approved Causes for Individuals and Organisations</b>	<p>Individuals – [insert total hours]</p> <p>Organisations – [insert total hours]</p> <p><i>[Note: Report the aggregate sum of hours for the Law Firm's lawyers during the financial year, broken down into the categories of individuals and organisations (respectively).]</i></p>
<b>11. Total dollar amount on Pro Bono Legal Services on Approved Causes for Individuals and Organisations</b>	<p>Individuals – \$(insert)</p> <p>Organisations – \$(insert)</p> <p><i>[Note: Report the values 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).]</i></p>



Category	Description
<b>12. Number of FTE lawyers employed by the Law Firm (excluding paralegals)</b>	[insert number of lawyers]
<b>13. Hours provided on Pro Bono Legal Services on Approved Causes per lawyer</b>	[insert hours]
<b>14. Internal Pro Bono Legal Services hours per lawyer target (if any)</b>	[insert hours, if any]
<b>15. Brief overview of the Law Firm's Pro Bono activities</b>	[insert] [Note: This descriptive information does not need to identify pro bono clients.]

## 7. Conflicts of Interest

A pro bono coordinator located at the State Solicitor's Office will manage conflicts of interest that may arise if the Law Firm undertakes Pro Bono Legal Services where the Government is the counterparty.

## 8. Compliance

If the Law Firm does not comply with the obligations set out in this Schedule, the Government may, in addition to any other remedies available to it, exercise any one or more of its contractual rights.

**~ END OF SCHEDULE ~**

## Schedule 3 – UNCONDITIONAL PERFORMANCE GUARANTEE

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<Option 1 – Select this option if an unconditional performance guarantee is not required. Delete the unconditional performance guarantee deed text below> This Schedule is not applicable.

<Option 2 – Select this option if the Special Condition in Part I (Contract Details), Item 48 applies and an unconditional performance guarantee is required.

This Schedule uses terminology and defined terms that are consistent with the TRP General Conditions of Contract. If you incorporate different Contract Conditions (see Part B.1.4.4 of this RFO), review the content below and update the terminology to be consistent with the relevant contractual terms. Seek legal advice prior to finalising any changes. If you select this Option 2, retain all black text below.>

**<THIS SCHEDULE REMAINS SUBJECT TO LEGAL REVIEW. DO NOT USE THIS CONTENT WITHOUT SEEKING ADVICE FROM TRPADVICE@FINANCE.WA.GOV.AU>**

**Unconditional Performance Guarantee Deed dated [insert date]**

Between

[Insert name of the Customer] (the **Customer**)

And

[Insert the legal entity name and ACN/ABN of the Guarantor] (the **Guarantor**)

### Purpose

- A. [Insert legal entity name and ACN/ABN of Contractor] (the **Contractor**) has agreed to supply [goods / services / goods and/or services] to the Customer pursuant to [describe contract] (the **Contract**).
- B. The Guarantor agrees to provide the guarantees and indemnities stated below in respect of the Contract.

### What is agreed:

1. In this Deed, unless the context otherwise requires:

**Corporations Act** means the *Corporations Act 2001* (Cth).

**Insolvency Event** means the happening of any of these events in relation to any person:

- (a) if the person is a body corporate:
- (i) an order is made, or an application is made to a court for an order, that it be wound up;
  - (ii) except to reconstruct or amalgamate while solvent, it is wound up or dissolved or resolves to wind itself up, or otherwise dissolve itself, or gives notice of intention to do so;
  - (iii) except to reconstruct or amalgamate while solvent, it enters into, or resolves to enter into, any form of formal or informal arrangement for the benefit of all or any

- class of its creditors, including a scheme of arrangement, deed of company arrangement, compromise or composition with, or assignment for the benefit of, all or any class of its creditors;
- (iv) a liquidator or provisional liquidator is appointed (whether or not under an order), to it, or an application is made to a court for an order, or a meeting is convened or a resolution is passed, to make such an appointment, in respect of it;
  - (v) a receiver, manager, receiver and manager, trustee, administrator, controller (as defined in section 9 of the Corporations Act) or similar officer is appointed to it, or an application is made to a court for an order, or a meeting is convened or a resolution is passed, to make such an appointment, in respect of it or any of its assets or undertakings;
  - (vi) any step is taken to enforce security over, or a distress, attachment, execution or other similar process is levied, enforced or served out against any of its assets or undertakings;
  - (vii) the process of any court or authority is invoked against it, or any of its assets or undertakings, to enforce any judgment or order for the payment of money or the recovery of any property;
  - (viii) it is or is taken by any applicable legislation to be, or states that it is, or makes a statement from which it may be reasonably deduced that it is the subject of an event described in section 459C(2)(b) or section 585 of the Corporations Act;
  - (ix) is taken to have failed to comply with a statutory demand as a result of the operation of section 459F(1) of the Corporations Act; or
  - (x) it becomes an insolvent under administration as defined in section 9 of the Corporations Act or action is taken which could result in that event;
- (b) the person:
- (i) takes any step to obtain protection, or is granted protection, from its creditors under any applicable legislation;
  - (ii) stops or suspends payment of all, or a class of, its debts;
  - (iii) is or is taken by any applicable legislation to be, or states that it is, or makes a statement from which it may be reasonably deduced that it is insolvent or unable to pay its debts when they fall due;
- (c) the person dies, ceases to be of full legal capacity or otherwise becomes incapable of managing its own affairs for any reason; or
- (d) anything analogous or having a substantially similar effect to any of the events specified above happens under the law of any applicable jurisdiction.

**Security Interest** means any one or more of:

- (a) a mortgage, charge, sub-demise, lien, trust or power, which is a security for the payment of money or the compliance with any other obligation; and
- (b) a "security interest" within the meaning of the *Personal Property Securities Act 2009* (Cth).

2. The Guarantor guarantees to the Customer the performance of the obligations undertaken by the Contractor under the Contract on the terms and conditions set out in this Deed.
3. The Guarantor unconditionally and irrevocably guarantees to the Customer the due and punctual performance of the Contractor's obligations including:
  - (a) the discharge of the obligations, liabilities, covenants and undertakings of the Contractor under, or in relation to, the Contract; and
  - (b) the payment of all debts and monetary liabilities of the Contractor to the Customer under, or in relation to, the Contract.
4. If the Contractor commits any breach of its obligations, covenants or undertakings or fails to discharge any of its liabilities, under or in relation to the Contract, and the breach or failure is not remedied by the Guarantor as required by clause 3 of this Deed, and the Contract is then terminated for default, the Guarantor will indemnify the Customer against costs, expenses and losses incurred by reason of such default.
5. The obligations and liabilities of the Guarantor under this Deed will not exceed the obligations and liabilities of the Contractor under the Contract.
6. The obligations of the Contractor under the Contract will continue in force and effect until the completion of the undertakings of this Deed by the Guarantor.
7. The liability of the Guarantor and the rights of the Customer under this Deed are not prejudiced or otherwise affected by anything which might otherwise affect them in law or equity, including one or more of the following:
  - (a) the Customer granting time or other concession to, or compromising with, or partially releasing in any way, the Contractor or the Guarantor;
  - (b) acquiescence, delay, acts or omissions by the Customer;
  - (c) a variation of the Contract with or without the consent of the Guarantor;
  - (d) an Insolvency Event occurs in respect of the Contractor or a Guarantor;
  - (e) the fact that a person comprising the Guarantor may never execute the Contract or that the execution of the Contract by a person comprising the Guarantor is void or voidable;
  - (f) the invalidity or unenforceability of an obligation or liability of the Contractor under the Contract;
  - (g) the disclaimer of the Contract by a liquidator or trustee of the Contractor; or
  - (h) the Customer releasing, disposing of, or dealing in any other way with, any other Security Interest it may hold given by the Contractor or any other guarantor.
8. The Guarantor may not, without the prior written consent of the Customer:
  - (a) raise a set-off or counterclaim against the Contractor in reduction of the Guarantor's liability under this Deed;
  - (b) prove or claim in any bankruptcy, liquidation, composition, arrangement or assignment of, or in relation to, the Contractor until the Customer has received 100 cents in the dollar in respect of the money owing by the Contractor under the Contract, and the

Guarantor holds in trust for the Customer any proof or claim and any dividend received by it; or

- (c) claim to be entitled by way of contribution, indemnity, subrogation, marshalling or otherwise to the benefit of any other Security Interest held by the Customer in connection with the Contract.
9. If a claim that a payment to the Customer in connection with the Contract is void or voidable under laws relating to insolvency or protection of creditors is upheld, conceded or compromised, the Customer is immediately entitled as against the Guarantor to the rights to which it would have been entitled under this clause if all or part of the payment had not been made.
  10. The Guarantor agrees to pay to the Customer on demand the Customer's costs and expenses, including legal costs and expenses, relating to any action in connection with this Deed, including its enforcement.
  11. Where the Guarantor is required to perform any obligation under the Contract in accordance with this Deed, the Guarantor agrees to the novation of the Contract from the Contractor to the Guarantor if requested by the Customer.
  12. This Deed will be subject to and construed in accordance with the laws in force in the State of Western Australia.
  13. Where the Contractor has failed to perform under the Contract, the obligations of the Guarantor will continue even though the Contractor has been dissolved or has been made subject to external administration procedures under Chapter 5 of the Corporations Act or any other law.
  14. The rights and obligations under this Deed will continue until all obligations of the Contractor under the Contract have been performed, observed and discharged.
  15. A notice or other communication is properly given or served if the party delivers it by hand, posts it or transmits a copy (by email in the form of a PDF letter), to the address last advised by one of them to the other.
  16. A notice or other communication is deemed to be received if:
    - (a) delivered by hand, when the party who sent the notice holds a receipt for the notice signed by a person employed at the physical address for service;
    - (b) sent by post from and to an address within Australia, after three working days;
    - (c) sent by post from or to an address outside Australia, after ten working days; or
    - (d) in the case of email, at the time in the place to which it is sent equivalent to the time shown on the automatic receipt notification received by the party sending the email.
  17. Each party must ensure that its email system automatically sends a receipt notification to the sender.
  18. The details for service of notice are set out below.

Customer	
Physical address	

Postal address	
Phone number	
Email address	
<b>Guarantor</b>	
Physical address	
Postal address	
Phone number	
Email address	

**In witness whereof the parties to this Deed have executed the deed as at the date first written.**

**Signed for and on behalf of the Customer by:**

\_\_\_\_\_  
**Signature of Customer Representative**

\_\_\_\_\_  
**Name of Customer Representative**

**in the presence of:**

\_\_\_\_\_  
**Signature of Witness**

\_\_\_\_\_  
**Name of Witness**

<Insert required execution clause for execution by the Guarantor>

<Option 1 – Execution under seal>Execution by the Guarantor under common seal:

[Guarantor legal entity name] – [ACN / ABN or other identifier]

[Affix common seal below]

At:

\_\_\_\_\_  
Name of City or Town

\_\_\_\_\_  
State / Territory / Country

<Option 1 – Director>Execution by the Guarantor by:

\_\_\_\_\_  
Signature of Director

\_\_\_\_\_  
Name of Director

in the presence of:

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Name of Witness

(Company Secretary / other permanent officer)



## Schedule 4 – [INSERT TITLE]

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[insert content]

## Annexure A – STANDING OFFER BUYING RULES

<This Annexure is only required if the Request is for a standing offer procurement.

If the Request is for a standing offer procurement, you must retain this paragraph stating that the Annexure is provided for information purposes only.>This Annexure is provided for information purposes only and does not form part of the Standing Offer (if formed) resulting from the Request.

<Option 1 – Select if Standing Offer will have a single Supplier>Eligible Customers are to use the template Standing Offer Order Form published by the Requesting Agency (refer to Schedule 1 to this document) when issuing a Standing Offer Order. A [unit price / price for service] must be specified in the Standing Offer Order Form.

<Option 2 – Select if multi-Supplier Standing Offer>Eligible Customers are to use the template Standing Offer Order Form published by the Requesting Agency (refer to Schedule 1 to this document) when establishing a Standing Offer Order and comply with the following Buying Rules:

Monetary Thresholds	Buying Process
Standing Offer Order valued up to and including \$[xx]	[insert buying rule]
Standing Offer Order valued from \$[xx] up to and including \$[xx]	[insert buying rule]
Standing Offer Order valued \$[xx] and above	[insert buying rule]

<The following table is provided as an example only. The buying rules set the minimum requirements for the procurement method the Eligible Customer must use to procure Goods and/or Services from the Standing Offer, depending on the total estimated price of that procurement, and the monetary threshold it falls into.

Monetary Thresholds	Buying Process
Standing Offer Order valued up to and including \$249,999	[The Customer / Eligible Customers] may issue a Standing Offer Order to any Supplier on the Panel. A unit price must be specified by the Supplier.
Standing Offer Order valued \$250,000 and above	[The Customer / Eligible Customers] must issue a Standing Offer Request for Supply to [more than one member / all members] of the Panel before placing a Standing Offer Order with the preferred Supplier. A unit price must be specified by the Supplier.

End of instruction>

## Annexure B – [INSERT TITLE]

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*<Annexures can be added to the RFO as required. For example, you may need to include external content such as a consultant's report as an Annexure.*

*State whether or not the Annexure is provided for information only (e.g. the Standing Offer Buying Rules) or if it is binding on the Requesting Agency or Respondent or both.>*