



Request & Addenda

CUA TPS2024 - COMMON USE ARRANGEMENT FOR TEMPORARY PERSONNEL SERVICES

- Request
- Addendum 1
- Addendum 2
- Addendum 3



Request

Request Title:

Common Use Arrangement for Temporary Personnel Services

Request Number:

CUATPS2024

Closing Time:

2:30 PM Thursday 5 September 2024, Western Australia

Issued by:

**The State of Western Australia acting through the Department of Finance,
for use by State Agencies and Authorised Bodies described as Potential
Customers in Clause 2.1 of the General Conditions**

Table of Contents

Part A – Request No CUATPS2024	5
1. Introduction	5
1.1 Background.....	5
1.2 Submission of Offer.....	7
1.3 Offer Validity Period	8
1.4 Tenders WA.....	8
1.5 Briefing	8
1.6 Contact Persons.....	8
1.7 Request Conditions.....	9
1.8 Process for Questions	9
1.9 Definitions.....	9
2. Selection Process	11
2.1 Selection Process	11
2.2 Western Australian Procurement Rules and Government Policies	11
2.3 Supplier Debarment Regime.....	11
Schedule 1 - Head Agreement Details and Customer Contract Details	13
Head Agreement Details	13
Customer Contract Details	18
Schedule 2 - Specifications.....	21
1. Statement of Requirements.....	21
2. Specification	21
2.1 Categories	21
2.2 Panel Size	23
2.3 Service Requirements	24
2.4 Sourcing and Supply of Candidates	24
2.5 Training	26
2.6 Contract Management	27
2.7 Invoicing and Payments	30
2.8 Reporting	31
2.9 Key Performance Indicators (KPIs).....	32
2.10 Transition.....	33
Part B – Content Requirement and Respondent’s Offer	34
1. Note to Respondent	34
2. Identity of Respondent	34
3. Pre-Qualification Requirements.....	34
4. Compliance and Disclosure Requirements	34

5. Qualitative Requirements	36
6. Head Agreement and Customer Contract Insurance Requirements.....	37
Schedule 3 – Pricing	38
1. Hourly Rate.....	38
2. Corporate Gross Margin	40
3. Spotter's Fee	40
Schedule 4 - Not Applicable	41
Schedule 5 - Order Form	42
Schedule 6 - Buying Rules	43
Schedule 7 TO 15 – Not Applicable	44

Part A – Request No CUATPS2024

1. Introduction

1.1 Background

The Department of Finance (Finance) issues this Request to establish a new Common Use Arrangement (CUA) for Temporary Personnel Services (CUATPS2024). The new CUA will replace the current CUA for Temporary Personnel Services (CUATPS2019) upon its expiry.

CUATPS2024 will have an initial term of four years, with two, two-year contract extension options available to be exercised at the absolute discretion of the Contract Authority.

This CUA facilitates the supply of temporary personnel services to meet the short-term resourcing needs of Western Australian State Agencies¹. The CUA will comprise the following four categories:

- **Category A** – Clerical and Administrative
- **Category B** – Technical and Trades
- **Category C** – Professional
- **Category D** – Information and Communication Technology

Respondents may submit an Offer for one or more of the above categories.

All categories will be mandatory for State Agencies located in the Perth Region² and discretionary for regional State Agencies and other entities on the Approved Register of CUA Buyers³.

A full statement of Services required under the new CUA is set out in this Request at Schedule 2: Specification / Statement of Requirements.

¹ References to a 'State Agencies' in this document is a reference to a State Agency as defined in the WA Procurement Act 2020.

² As defined in the Buy Local Policy 2022.

³ The current version of the [Approved Register of CUA Buyers](http://www.wa.gov.au) is available from www.wa.gov.au.

1.1.1 Structure of this Request

The CUATPS2024 Request incorporates several documents as outlined in the table below.

Respondents are to read or complete and return the Parts and Attachments as outlined below in submitting an Offer to this Request.

File #	Electronic File Name	Document Title	Document Details	Instructions
1	CUATPS2024 – Request	Request	Request Part A, Part B and Schedules 1 to 15	Read & Retain
2	CUATPS2024 – Attachment A – Electronic Response Schedule	Electronic Response Schedule	Respondent's Response to: 1. Respondent Identity 2. Compliance and Disclosures 3. Categories Offered 4. Insurances 5. Departures 6. Referees	Complete & Return
3	CUATPS2024 – Attachment B – Qualitative A	Qualitative A Response	Respondent's response to <u>Qualitative A once for all Categories Offered.</u>	Complete & Return
4	CUATPS2024 – Attachment C – Qualitative B	Qualitative B Response	Respondent's response to <u>Qualitative B for each Category Offered.</u>	Complete & Return
5	CUATPS2024 – Attachment D – Pricing	Schedule 3 – Pricing	Respondent's Panel A and/or Panel B CUA Catalogue offering details including pricing.	Complete & Return
6	CUATPS2024 – Attachment E – Reporting	CUA Reporting Requirements	Detailed specifications of the Contractor's Reporting Requirements.	Read & Retain
7	CUATPS2024 – Attachment F – Contractor Profile	Contractor Profile	Annual Survey that will be used to measure Contractor performance against key performance indicators over the Term of the Head Agreement.	Complete & Return

1.2 Submission of Offer

1.2.1 Hand and Post Lodgement

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

1.2.2 Facsimile Lodgement

Offers may not be submitted by facsimile.

1.2.3 Electronic Lodgement

The Respondent may submit their Offer electronically by uploading file(s) in an approved format (**TWA Approved File Format**) at www.tenders.wa.gov.au.

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

- the lodgement is made in accordance with the [Tenders WA Terms of Use](#);
- the Respondent is registered on Tenders WA to submit an offer electronically;
- the Offer is lodged against the correct Request Number;
- each file name is no more than 125 characters in length;
- each file upload request is equal to or less than 100MB per upload request; and
- each file is uploaded in one of the following TWA Approved File Formats:

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

Notwithstanding paragraph (f) above, if the Respondent uploads Offer file(s) to Tenders WA:

- in a file format that is not listed in the table above; or
- uses 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 Contract Authority or Customer may exclude the content of that file(s) from their consideration of the Respondent's Offer at their discretion.

The Tenders WA Terms of Use can be viewed at www.tenders.wa.gov.au. Guidelines to assist Respondents with registering on Tenders WA and lodging an

Offer electronically can be downloaded at www.tenders.wa.gov.au by following the links 'Help' > 'Help Guides' > 'Business Help Guides'.

Queries in relation to Tenders WA, including TWA Approved File Formats, should be directed to the 'Advice on using Tenders WA' contact person listed in Part A, Section 1.6 of this Request.

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

1.3 Offer Validity Period

The Offer Validity Period is for a period of 12 months.

1.4 Tenders WA

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

1.5 Briefing

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

Date: Friday 9 August 2024

Time: 1.30PM AWST (Australian Western Standard Time Zone)

Virtual: [MS Teams link for meeting](#)

The Respondent is requested to confirm its attendance by no later than **1PM AWST Thursday 8 August 2024** by contacting Lydia Owen (Lydia.Owen@Finance.wa.gov.au).

1.6 Contact Persons

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

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

Contractual and Routine Enquiries:

Name: Lydia Owen

Title: Senior Procurement Officer

Telephone: (08) 9262 1493

E-mail: Lydia.Owen@finance.wa.gov.au

Advice on Delivering Offers:

Name: Tendering Services

Telephone: (08) 6551 2345

Advice on Using Tenders WA:

Name: Procurement Systems Support

Telephone: (08) 6551 2020

1.7 Request Conditions

The “Request Conditions” are contained in the Part A of the *Request Conditions and General Conditions of Contract* [July 2024] located at <https://www.wa.gov.au/government/publications/request-conditions-and-general-conditions-of-contract-july-2024> and contain important provisions regarding the nature of this Request and the consequences of the Respondent submitting an Offer. The Respondent is deemed to have read and considered the Request Conditions prior to submitting an Offer.

1.8 Process for Questions

Respondent questions and process for addenda throughout the advertising period are as follows:

Respondents may submit questions in relation to the Request documentation up to **5 Business Days from the closing date** of this Request. The Contract Authority may not accept questions after this time. The purpose of setting this date is to provide the Contract Authority with time to respond to any final questions raised and provide enough time for prospective Respondents to consider the information prior to the closing time for the submission of Offers.

All questions should be placed in writing, **via email only**, and sent to the person specified in **Section 1.6 - Contact Persons**. The email is to reference **Request CUATPS2024 Temporary Personnel Services CUA** in the subject field. If any question relates to a specific section of the Request, the question should clearly identify that section reference.

If questions raised result in the provision of additional information, this information will be provided to all prospective Respondents by way of an addendum to the Request.

The Contract Authority reserves the right, in its absolute discretion, not to answer some or all questions.

1.9 Definitions

In addition to the definitions contained in the General Conditions, the following definitions apply to this Request:

Account Manager is the Contractor’s representative(s) as named in **Attachment F – Contractor Profile** document.

Candidate is an individual employed or otherwise engaged by the Contractor (including by way of a sub-contracting arrangement) and provided to the Customer pursuant to the Order.

CPI means the Consumer Price Index (Consumer Price Index, Australia (Cat No 6401.0): 1 All Groups, Index Numbers – Perth).

Engagement means the engagement of a Contractor to provide a Candidate pursuant to an Order placed by a Customer with the Contractor under CUATPS2024.

Engagement Extension means the extension of an existing Engagement beyond the original Estimated Finish Date as specified in the Order Form.

General Conditions means the *Request Conditions and General Conditions of Contract* (July 2024).

Gross Margin means the fixed hourly rate the Contractor charges to the Customer per Candidate, excluding the Pay Charge, On-Costs and Spotters Fees.

Merit Based Selection Process means a recruitment process involving the assessment of all eligible applicants against the work requirements for the job, using a pre-determined and documented process that is conducted in compliance with the Public Sector Commission's *Commissioner's Instruction No. 2 – Filling a Public Sector Vacancy* (or any replacement to Commissioner's Instruction No. 2).

On-Cost means the additional costs associated with employee payments, including statutory payments as per Schedule 1 – Head Agreement Details and Customer Contract Details.

On-Cost Variation Date means the date specified by the Contract Authority as the date on which the new Contractor On-Costs rates apply following a successful On-Cost Variation Request.

On-Cost Variation Request means a written request from a Contractor to the Contract Authority requesting a variation to the Contractor's On-Costs rates in accordance with the process described in Schedule 1 – Head Agreement Details and Customer Contract Details.

Pay Charge means the Candidate's payrate, excluding all additional Contractor charges such as the Gross Margin, Spotters Fee and On-Costs.

Price Variation Date means the date specified by the Contract Authority as the date on which the Contractor's new Gross Margin rates come into effect following a successful Price Variation Request.

Price Variation Period means the one-year period commencing 21 days prior to the next Review Date.

Price Variation Request means a written request from a Contractor to the Contract Authority requesting a variation of the Contractor's Gross Margin rates in accordance with the process described below.

Review Date means each anniversary of the Commencement Date of the CUA.

Variation Rate means the percentage rate determined by calculating the difference between the CPI that was current 21 days prior to the Review Date occurring during the current Price Variation Period and the CPI current 21 days prior to the Review Date occurring during the previous Price Variation Period.

2. Selection Process

2.1 Selection Process

Achieve Value for Money is a key Western Australian Procurement Rule. It ensures that when purchasing Goods and/or Services, State Agencies achieve the best possible outcome, for every dollar spent, by assessing the costs and benefits of, and the risks inherent in, an Offer, rather than simply selecting the lowest Offered Price.

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

- a). apply relevant [Western Australian Procurement Rules](#) and Government policies and priorities, including those referenced in the [Western Australian Social Procurement Framework](#), to the assessment of Offers;
- b). assess Offers against the Compliance and Disclosure Requirements in Section 4 in Part B;
- c). assess Offers against the Qualitative Requirements in Section 5 in Part B;
- d). assess Offers against the Insurance Requirements in Section 6 in Part B; and
- e). assess the Offered Prices which includes assessing the Offered Price and Pricing Requirements in Schedule 3.

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

2.2 Western Australian Procurement Rules and Government Policies

The following apply to this Request:

- a). The Western Australian Procurement Rules, as applicable
The [Western Australian Procurement Rules](#) can be viewed at and downloaded from wa.gov.au.
- b). The WA Buy Local Policy 2022
The [WA Buy Local Policy 2022](#) can be viewed at and downloaded from wa.gov.au.

This Request is a Covered Procurement as defined in the Western Australian Procurement Rules.

2.3 Supplier Debarment Regime

In January 2022, the Western Australian supplier debarment regime commenced operation. The debarment regime establishes grounds and processes through which a supplier can be excluded (by suspension or debarment) from supplying goods, services and works to State Agencies. The regulatory scheme is established under Part 7 of the *Procurement Act 2020* and the *Procurement (Debarment of Suppliers) Regulations 2021*. Further information about the regulatory scheme is available from WA.gov.au and [Tenders WA](#).

Unless operation of the *Procurement (Debarment of Suppliers) Regulations 2021* has been excluded, the Contract Authority or Customer must exclude from

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

Schedule 1 - Head Agreement Details and Customer Contract Details

Head Agreement Details

1. Contract Authority	The Contract Authority is the Chief Executive Officer of the Department of Finance (Director General) exercising powers conferred by the <i>Procurement Act 2020</i> (WA).
2. The Term of the Head Agreement	The Term of the Head Agreement is four (4) years.
3. Commencement Date	The Contract Authority will notify the Contractor of the Commencement Date in the Letter.
4. Extensions	The Contract Authority has two (2) options to extend the Term, each option having a two (2) year duration.
5. Notice of Extension	Clause 3.8 of the General Conditions applies.
6. Price Variation	<p>Gross Margin Rate</p> <p>The Price is fixed for the first year of the Term.</p> <p>On each anniversary of the Commencement Date, the Gross Margin Rate may be varied by CPI (Consumer Price Index, Australia (Cat No 6401.0): 1 All Groups, Index Numbers – Perth).</p> <p>The Contractor shall apply in writing for the Contract Authority's approval each time a revised price is to be applied to the Head Agreement.</p> <p>Application to the Contract Authority must be made at least twenty-one (21) days prior to the Contract Commencement Date or anniversary thereof. The revised price will take effect on the anniversary of the Contract Commencement Date.</p> <p>Documentation will be required to justify applications for revised Head Agreement prices during the term of the Head Agreement.</p> <p>No price variation is payable unless and until approved by the Contract Authority. The Contractor is limited to one successful Price Variation Request during each Price Variation Period.</p> <p>Any request by the Contractor for back-payment of price variations will not be considered.</p> <p>The Contractor is only entitled to charge an increased Gross Margin under a Customer Contract following a successful Price Variation Request if:</p> <ul style="list-style-type: none"> (i) it has received written confirmation from the Contract Authority that the relevant Price Variation Request was successful; and (ii) the relevant Engagement is: <ul style="list-style-type: none"> a. entered into on or after the Price Variation Date; or b. extended beyond the original estimated end date on or after the Price Variation Date. <p>The Contractor may request a reduction in their Gross Margin rates at any time with written notice to the Contract Authority.</p> <p>Statutory On-Costs</p> <p>If there are changes to the legislated rates of Superannuation, Payroll Tax or GST during the Term, the Contractor shall be entitled to charge Customers at the amended legislated rate following receipt of prior written approval from the Contract Authority.</p> <p>Contractor On-Costs</p> <p>If during the Term the Contractor incurs increased insurance costs, the Contractor may submit an On-Costs Variation Request to the Contract Authority together with proposed new Contractor On-Costs rates. The On-Costs Variation</p>

Part A Head Agreement Details and Customer Contract Details - Respondent to read and keep this Part A

	<p>Request must include supporting documentation that evidences the increase in costs to the satisfaction of the Contract Authority.</p> <p>No On-Costs Variation Request will take effect until the Contract Authority has given written approval to the Contractor advising the Contractor of the On-Costs Variation Date and the new Contractor On-Costs rates.</p> <p>The Contractor is only entitled to charge increased Contractor On-Costs following a successful On-Cost Variation Request if:</p> <ul style="list-style-type: none"> (i) it has received written confirmation from the Contract Authority that the relevant On-Costs Variation Request was successful; and (ii) the relevant Engagement is: <ul style="list-style-type: none"> a. entered into on or after the On-Cost Variation Date; or b. extended beyond the original estimated end date on or after the On-Cost Variation Date. <p>If a Contractor submits a successful On-Cost Variation Request, the Contractor shall notify their affected Customers before charging their Customer(s) the new Contractor On-Costs rates. The Contractor cannot claim back-payment for the period from the On-Cost Variation Date to the date on which the Contractor notified their current Customers of their new Contractor On-Costs rates.</p> <p>The Contractor may request a reduction in their Contractor On-Costs rates at any time with written notice to the Contract Authority.</p>
7. Public Liability	<p>Public liability insurance covering:</p> <ul style="list-style-type: none"> a. the legal liability of the Contractor and the Contractor Personnel arising out of the Services for an amount of not less than \$20 million for any one occurrence and unlimited in the number of occurrences happening in any one period of insurance; and b. indemnification of the Contract Authority as principal to the extent of its liability arising out of the Services.
8. Workers' Compensation	<p>Workers' compensation insurance in accordance with the provisions of the <i>Workers' Compensation and Injury Management Act 2023</i> (WA) (the WCIM Act).</p> <p>The insurance policy must include:</p> <ul style="list-style-type: none"> a. common law liability cover for an amount of not less than \$50 million for any one event in respect of workers of the Contractor; and 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.

Part A Head Agreement Details and Customer Contract Details - Respondent to read and keep this Part A

9. Contract Management Requirements	<p><u>Reporting</u> Refer to 2.8 Reporting of Schedule 2.</p> <p><u>Meetings</u> Meetings between the Contract Authority and the Contractor's representative(s) will be as required.</p> <p><u>Key Performance Indicators</u> Refer to 2.9 Key Performance Indicators (KPIs) of Schedule 2.</p> <p><u>Contract Authority's Representative</u> Contract Manager, as specified in the Letter or as advised by the Contract Authority.</p> <p><u>Contract Authority's address and email details</u> Department of Finance Djoekanup, 16 Parkland Road, Osborne Park WA 6017</p>
10. Confidential Information	<p>For the purposes of paragraph (b) of the definition of "Confidential Information" in clause 2.1 of the General Conditions, there is no information that is specified by the Contract Authority as confidential.</p>
11. Panel Arrangement	<p>This Request is to establish a Panel Arrangement. Clause 4(b) of the General Conditions applies.</p>
12. Police Clearance	<p>Clause 18.4 of the General Conditions does not apply.</p>
13. Confidential Declaration – Prevention of Paedophilia	<p>Clause 18.5 of the General Conditions does not apply.</p>
14. Warranties	<p>For the purposes of clause 19.5 of the General Conditions, no warranties are specified.</p>
15. Intellectual Property Owner	<p>The Contractor is the owner of the Intellectual Property Rights in New Material for the purposes of clause 23.2 of the General Conditions.</p>
16. Publicity	<p>For the purposes of clause 24.4 of the General Conditions, no other State Agency is specified.</p>
17. Government Policies	<p>The following obligations are obligations relating to Government procurement policies for the purposes of clause 32 of the General Conditions:</p> <ul style="list-style-type: none"> • The Western Australian Industry Participation Strategy (WAIPS) requirements mentioned and/or described in Item 19 of the Head Agreement Details
18. Termination Without Cause	<p>a) Unless stated to the contrary in the Head Agreement Details, the Contract Authority may, in its absolute discretion and for its sole benefit, terminate this Head Agreement without cause in whole or in part at any time by 30 days (or such other period as may be agreed between the parties) prior written notice to the Contractor. The Contractor will immediately comply with any directions given by the Contract Authority in the notice. No compensation will be payable by the Contract Authority to the Contractor in the event of termination pursuant to this clause 18.</p> <p>b) Termination of the Head Agreement under sub-clause (a) does not have any effect on any Customer Contracts entered into prior to the date of termination of the Head Agreement, but for the avoidance of doubt the Contractor may not enter into any new Customer Contracts after the date of termination of the Head Agreement.</p>

Part A Head Agreement Details and Customer Contract Details - Respondent to read and keep this Part A

<p>19. Western Australian Industry Participation Strategy (WAIPS) – Requirements For CUA and Panel Arrangements</p>	<p>a Exemption Reporting</p> <ul style="list-style-type: none"> i The Contractor must submit a completed WAIPS Participation Plan Exemption Report for Common Use Arrangements and agency panel contracts to the Contract Authority: <ul style="list-style-type: none"> (A) annually (Annual Report); and (B) upon the expiry of the Head Agreement (Final Report), in accordance with this clause. ii Each report submitted under subclause i (above) must use the form of, and must address the matters outlined in, the <u>WAIPS Participation Plan Exemption Report for Common Use Arrangements and agency panel contracts template</u> which is available to download from <u>WA.gov.au</u>. iii Subject to subclause a iv below, the Contractor must submit: <ul style="list-style-type: none"> (A) an Annual Report on the anniversary of the Commencement Date, or on such other date each year as is notified by the Contract Authority to the Contractor; and (B) a Final Report no later than two months after the expiry of the Head Agreement. iv Where the Head Agreement is 12 months or less, only one report from the Contractor is required, being the Final Report, which the Contractor must submit in accordance with subclause (a)(iii)(B). v The report required by this clause must be endorsed and verified as being true and correct by the Contractor's Chief Executive Officer, Managing Director or equivalent. <p>b Use of Information</p> <p>The Contract Authority may use or disclose the reports provided under this clause for the legitimate purposes of or relating to government or the business of government.</p> <p>c Clause survives</p> <p>This clause survives the termination or expiration of the Head Agreement.</p>
<p>20. Annual Paid Information Session on Workplace Rights</p>	<p>This clause is applicable to contracts relating to cleaning and security services.</p> <p>The Contractor agrees to:</p> <ul style="list-style-type: none"> a grant paid leave, paid at the ordinary rate of pay during normal working hours, to each of its employees who are Contractor Personnel (each a Contract Employee) in order for the Contract Employee to travel for and attend an information session on workplace rights conducted by the relevant union (Information Session); b grant that paid leave (Information Session Leave) to the Contract Employee for the period reasonably necessary to enable the Contract Employee to travel for and attend the Information Session, <p>subject to the conditions that:</p> <ul style="list-style-type: none"> c this clause does not require the Contractor to grant to the Contract Employee more than two hours of Information Session Leave per calendar year during the Term, running from the commencement of the Term; d this clause does not require the Contractor to grant Information Session Leave to the Contract Employee to attend an Information Session which is scheduled to occur, or which occurs, at a time when the Contract Employee is not rostered or otherwise scheduled or obliged to work; and e the Contractor may stipulate reasonable conditions as to Information Session Leave, including as to the provision of sufficient notice in respect of the Contract Employee's planned attendance at an Information Session. <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>

Part A Head Agreement Details and Customer Contract Details - Respondent to read and keep this Part A

	In this clause, a reference to "employee" includes a natural person engaged under a contract for services.
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Part A Head Agreement Details and Customer Contract Details - Respondent to read and keep this Part A

Customer Contract Details

1. Customer	The Customer will be specified in the Order.
2. The Term of the Customer Contract	The Term of the Customer Contract will be specified in the Order.
3. Commencement Date	The Customer and the Contractor will agree on the Commencement Date and the Customer will confirm the agreed Commencement Date in the Order.
4. Price Variation	<p>The Price is fixed for the Term.</p> <p>The Contractor is only entitled to charge increased pricing under a Customer Contract following a successful Price Variation Request under the Head Agreement level if the Engagement is extended beyond the original estimated end date, on or after the Variation Date.</p> <p>If a Contractor submits a successful Price Variation Request, the Contractor shall notify the affected Customer before charging the Customer the new Contractor rates.</p> <p>The Contractor cannot claim back-payment for the period from the Variation Date to the date on which the Contractor notified the current Customer of the new Contractor rates.</p>
5. Public Liability	<p>Public liability insurance covering:</p> <ol style="list-style-type: none"> the legal liability of the Contractor and the Contractor Personnel arising out of the Services for an amount of not less than \$20 million for any one occurrence and unlimited in the number of occurrences happening in any one period of insurance; and indemnification of the Customer as principal to the extent of its liability arising out of the Services.
6. Professional Indemnity	<p>Professional indemnity insurance covering the civil liability of the Contractor and the Contractor Personnel under the Customer Contract, arising out of a breach of professional duty in the performance of the Services under the Customer Contract for an amount not less than \$10 million for any one claim and in the annual aggregate, with a provision of one automatic reinstatement of the full sum insured in any one period of insurance.</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 Customer 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> <ol style="list-style-type: none"> fraud and dishonesty; defamation; intellectual property infringement; loss of or damage to documents, data and electronic records; breach of Australian Consumer Protection Legislation; and vicarious liability for acts of agents and consultants. <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.</p>
7. Workers' Compensation	<p>Workers' compensation insurance in accordance with the provisions of the <i>Workers' Compensation and Injury Management Act 2023</i> (WA) (the WCIM Act).</p> <p>The insurance policy must include:</p> <ol style="list-style-type: none"> common law liability cover for an amount of not less than \$50 million for any one event in respect of workers of the Contractor; and

Part A Head Agreement Details and Customer Contract Details - Respondent to read and keep this Part A

	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.
8. Contract Management Requirements	<p>Customer's Representative As specified in the Order.</p> <p>Customer's address and email details As specified in the Order.</p> <p>Reporting As specified in the Order.</p> <p>Meetings As specified in the Order.</p> <p>Key Performance Indicators As specified in the Order.</p>
SPECIAL CONDITIONS	
9. Confidential Information	For the purposes of paragraph (b) of the definition of "Confidential Information" in clause 2.1 of the General Conditions, there is no information that is specified by the Customer as confidential.
10. Police Clearance	Clause 18.4 of the General Conditions applies.
11. Confidential Declaration – Prevention of Paedophilia	Clause 18.5 of the General Conditions applies.
12. Warranties	For the purposes of clause 19.5 of the General Conditions, no warranties are specified.
13. Intellectual Property Owner	Clause 23.1(a) of the General Conditions applies.
14. Working Papers	Clause 23.1(e) of the General Conditions applies.
15. Publicity	For the purposes of clause 24.4 of the General Conditions, no other State Agency is specified.
16. Government Policies	For the purposes of clause 32 of the General Conditions, no obligations relating to Government procurement policies are specified.
17. Working with Children	Clause 18.6 of the General Conditions applies.
18. Work Health and Safety Training	<p>In this special condition:</p> <p>WHS Management Plan 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>WHS Procedures 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 Customer Contract.</p> <p>a The Contractor must ensure all Candidates undertake work health and safety training prior to commencing work under the Customer Contract, including but not limited to familiarisation with:</p> <ul style="list-style-type: none"> i the legislative framework of WHS Laws; ii the WHS Management Plan; and iii procedures for the reporting and resolution of work health and safety issues in the workplace.

Part A Head Agreement Details and Customer Contract Details - Respondent to read and keep this Part A

	b The Contractor shall maintain training attendance records and make those records available to the Customer on request.
19. Work Health and Safety Reporting	<p>The Contractor must provide to the Customer:</p> <p>a a report in writing regarding work health and safety performance in relation to the Customer Contract:</p> <ul style="list-style-type: none"> i in the format specified by the Customer; ii in the timeframe specified by the Customer; iii at the request of the Customer, documentation evidencing the Contractor's compliance with its work health and safety obligations under the Customer Contract
20. WHS Incident	<p>In this special condition:</p> <p>WHS Incident means an incident which triggers a WHS Notification Requirement.</p> <p>The Contractor must:</p> <ul style="list-style-type: none"> a promptly investigate any WHS Incident, unless directed otherwise by the Customer; 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 c promptly provide the Customer with all relevant information and documents, in relation to the WHS Incident including: <ul style="list-style-type: none"> i details of any notification made in accordance with clause 19.10 of the General Conditions; 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; iii a copy of any information or document provided by the Contractor to WorkSafe WA or other work health and safety authority; iv details of any enforcement action taken against the Contractor, including legal proceedings commenced against the Contractor; and v a copy of any investigation report prepared by or at the instruction of the Contractor.

Schedule 2 - Specifications

1. Statement of Requirements

This Request document outlines the requirements for CUATPS2024 which will replace CUATPS2019 upon its expiry.

CUATPS2024 will facilitate the supply of temporary personnel services via Temporary Personnel businesses to meet the short-term resourcing needs of State Agencies and approved users. These services will be sought on an as required basis where an appropriately skilled person is required at short notice for a defined period to meet specific workload needs.

The structure of CUATPS2024 will be as follows:

Mandatory for State Agencies in the Perth metropolitan area.

Non-mandatory for regional Western Australia and Approved CUA Buyers.

2. Specification

2.1 Categories

The CUA will include four categories and examples of the types of roles covered by each category are set out below. The examples below are not intended to provide an exhaustive list of all roles covered by each category, with the successful Respondents expected to provide Candidates for a broad range of roles within each category.

2.1.1 Category A – Clerical and Administrative

Category A covers roles that are of a clerical or administrative nature including, but not limited to, the following examples:

- Activity Officer
- Administrative Assistant
- Business Support Assistant
- Call Centre Operator
- Clerical Officer
- Contracts Officer
- Customer Service Officer
- Data Entry Officer
- Document Controller
- Executive Assistant
- HR Assistant
- Medical Records Officer
- Paralegal
- Personal Assistant
- Project Officer
- Purchasing Officer
- Receptionist
- Records Officer
- Schools Test Administrator
- Switchboard Operator
- Traffic Operations Officer
- Word Processor

Category A also covers accounting and finance related roles that are junior level and/or essentially clerical or administrative in nature. These roles would include:

- Accounts Officer
- Billing Officer
- Budget Officer
- Collections Officer
- Credit Control Officer
- Finance Officer
- Payroll Officer
- Reconciliation Officer

Part B Schedule 3 - Pricing - Respondent to complete and return this Part**2.1.2 Category B – Technical and Trades**

Category B covers roles that are of a trade related or technical nature including, but not limited to, the following examples:

- Carpenter
- Catering Assistant
- Chef
- Cleaner
- Diploma Trained Educator
- Electrician
- Field Assistant / Supervisor
- Gardener / Landscaper
- Gas Inspector
- Geoscience Support Officer
- Laboratory Assistant / Technician
- Labourer
- Locomotive Fitter
- Maintenance Person
- Mechanical Fitter
- Painter and Decorator
- Plant Operator
- Plumber
- Refrigeration Mechanic
- Speed Camera Operator
- Stock-taker
- Stores / Warehouse Person
- Trades Assistant
- Traffic Escort Warden

2.1.3 Category C – Professional

Category C covers roles that require a professional qualification, specialist skills, seniority, or management responsibility. These roles include, but are not limited to, the following examples:

- Business Analyst
- Business Support Officer / Manager
- Clinical Coder
- Communications Officer
- Contracts / Project Support Officer
- Education Officer
- Engineer
- Environmental Officer / Scientist
- Geologist / Hydrogeologist
- Graphic Designer
- Heritage Officer
- HR Officer
- Legal / Legislative Officer
- Marine Training Officer
- Media Advisor / Officer
- Natural Resource Management Officer
- OSH Advisor
- Planning Officer
- Policy Analyst
- Procurement Officer
- Project Officer / Manager
- Risk and Audit Support Officer
- Technical Writer
- Training Officer
- Traffic Data Controller

Category C also covers accounting and finance related roles that are mid to senior level and/or require specialist knowledge or management responsibility. These roles would include:

- Capital / Forensic / Management / Project Accountant
- Business Analyst
- Financial Analyst
- Financial Controller
- Financial Performance Manager
- Receivables Team Leader
- Senior Revenue Officer

Part B Schedule 3 - Pricing - Respondent to complete and return this Part**2.1.4 Category D – Information and Communication Technology**

Category D covers roles that require Information and Communication Technology skills or qualifications. These roles include, but are not limited to, the following examples:

- Analyst / Programmer
- Application / Business Analyst
- Asset and Service Coordinator
- Business Intelligence Analyst
- Build and Deploy Officer
- Communications Engineer / Technician
- Data Analyst
- Database Developer
- Desktop Support
- Digital Information Security Officer
- Enterprise / Solutions Architect
- Help Desk Support
- Infrastructure Service Coordinator
- NET Architect / Developer
- Network Administrator / Engineer
- Online Services Officer
- Project Manager ICT
- Service Desk Analyst / Officer
- Software Developer
- Systems Administrator
- Technical Application Specialist
- Test Analyst
- Training Officer – ICT
- Web Administrator / Developer

2.1.5 Out of Scope

While the roles covered by CUATPS2024 will not be limited to those listed in the Categories above, obtaining temporary personnel for some roles will be genuinely outside of the scope of the CUA.

This CUA does not cover the engagement of consultants as the purpose of this CUA is to provide temporary personnel services to Potential Customers.

The Department of Health has its own arrangement in place for casual and temporary registered and enrolled nurses, midwives and assistants-in nursing to fill temporary nursing shifts across the State. These services are out of scope of CUATPS2024. The Department of Education manages its own arrangements in place to resource relief teachers for temporary placements within schools. Relief teacher resources are out of scope of CUATPS2024 also.

Recruitment of employees for direct employment under a long-term or permanent employment contract is also outside of the scope of the CUA, as are professional services offered under the CUAs for Audit and Financial Advisory Services, Human Resource and Investigation Services and Information and Communications Technology Services, refer to [wa.gov.au](https://www.wa.gov.au) for full list of Western Australian CUAs.

2.2 Panel Size

It is anticipated that CUATPS2024 will be awarded to a panel of four to five Contractors for each of the four CUA categories, whose Offers represent Value for Money. The panel sizes will be at the discretion of the Contract Authority.

2.3 Service Requirements

2.3.1 General Conditions Compliance

The Contractor shall carry out Services as requested by the Customer in accordance with the General Conditions, including any additional requirements specified by the Customer in the Order.

The Contractor shall maintain systems and physical infrastructure that will enable it to fully and properly discharge its duties and obligations as a Contractor.

2.3.2 Licenses

The Contractor must hold all relevant licenses including but not limited to, an Employment Agent's License issued under the *Employment Agents Act 1976* (WA), together with other authorities, certificates and documents required by law and comply with all relevant Acts, Legislation and Regulations applicable in the State of Western Australia in carrying out its services, as appropriate.

2.4 Sourcing and Supply of Candidates

2.4.1 Candidate Sourcing

The Contractor is required to maintain a database of Candidates sufficient in scope and quality to meet the potential needs of Customers. The Contractor must use quality processes to source, screen and induct their Candidates. The sourcing processes must include, but not be limited to, right to work checks (verification of work permits etc.), reference checks, qualification checks and an assessment of each Candidate's work experience and skills.

2.4.2 Candidate Selection

The Contractor must pay due care and attention to the required skill set for each engagement and the service quality expectations of the Customer when selecting potential Candidate(s).

The Contractor shall complete Part B of the Order Form and provide the Customer with all relevant information to ensure that the Customer is able to make an informed decision about the suitability of the Candidate(s). The Contractor must provide the Customer with information about the Candidate's experience, qualifications and/or references as required and provide advice on the Candidate's Pay Rate if requested.

If the Customer chooses to interview a Candidate, the Contractor must ensure that the Candidate is available at a mutually convenient time.

2.4.3 Candidate Induction

The Contractor must ensure each Candidate completes induction training which must include at a minimum:

- a). information making the Candidate aware of the Candidate's obligations under the CUA in relation to Confidential Information, the Public Sector Code of Ethics and the relevant Customer's Code of Conduct,
- b). occupational safety and health, and
- c). equal employment opportunity training.

The Contractor must have processes in place to ensure that the Candidates are provided with the above training prior to the commencement of an Engagement with a Customer for whom the Candidate has not previously worked and otherwise at appropriate intervals.

2.4.4 Work Health and Safety

In addition to providing each Candidate with work health and safety training, the Contractor must ensure that the Candidate is provided with a safe working environment by the Customer.

The Contractor or Candidate is required to provide Personal Protective Equipment (PPE) that would be expected of that occupation (including, but not limited to appropriate footwear), and which will be outlined within the Order Form. If specialised materials or equipment are required for the Candidate to perform the services for which they are engaged by the Customer, (including, but not limited to PPE), these items will be provided by the Customer. In the case there is a dispute as to which item(s) of equipment is to be provided by the Customer, Contractor or Candidate, an agreement must be sought prior to the award of the Customer Contract.

The Contractor will conduct a worksite safety inspection at the commencement of an Engagement, if required, to meet its obligation to provide the Candidate(s) with a safe working environment. The Customer will grant the Contractor access to the premises to conduct such inspections on reasonable notice.

2.4.5 Pre-existing Medical Conditions

If the Contractor is aware that a potential Candidate has a pre-existing medical condition, the Contractor must notify the Customer by completing the relevant section of the Order Form.

If the Candidate is selected by the Customer, the Contractor and Customer will work together to identify and agree on any special requirements to accommodate the Candidate's condition prior to the start of the Engagement.

2.4.6 Security Checks

The Customer may require that a Candidate undergoes an Australia-wide police clearance check and/or other security clearance checks prior to the commencement of an Engagement and/or at agreed intervals during an Engagement. All such police and security checks shall be obtained in a timely manner at no cost to the Customer.

2.4.7 Medical Checks

The Customer may require that a Candidate undergoes a standard medical check where a medical check is required to:

- a). confirm the Candidate's fitness to perform the work requirements for a particular role; and
- b). enable the Customer to meet their obligation to maintain a safe workplace.

If the Customer requests a standard medical check, the Contractor must arrange the medical examination and provide the Customer with the requested documentation within 28 days at no extra cost to the Customer.

2.4.8 Employee Assistance Program

If the Contractor maintains an Employee Assistance Program (EAP), the Contractor shall ensure that:

- a). all of the Contractor's Candidates have access to the EAP, and
- b). the Contractor Profile notes the availability of the EAP.

2.4.9 Database Maintenance

Each Contractor must regularly review its Candidate database to ensure that it can continue to meet the needs of Customers. When conducting a database review, the Contractor shall ensure that Candidates hold current:

- a). references,
- b). professional qualifications or continuing professional development training requirements (if applicable), and/or
- c). security checks (if applicable).

2.4.10 Sub-Contractors

A Contractor may supply a Candidate sourced via a sub-contracting arrangement with the individual Candidate or another supplier. If a Contractor has a sub-contracting arrangement in place in relation to a Candidate, the Contractor must make the Customer aware of the arrangement and advise the Customer that the Candidate is not an employee of the Contractor prior to the commencement of the Engagement.

Notwithstanding any sub-contracting arrangement between the Contractor and a third party, only the Contract Authority and the Customer have a contractual relationship with the Contractor under the relevant Engagement. The relevant Candidate will be deemed to be an employee of the Contractor for the purposes of the CUA. The Customer shall not incur any additional fees where a sub-contracting arrangement has been utilised by the Contractor.

2.5 Training**2.5.1 Construction Induction Training**

The Customer may require that a Candidate has completed Construction Induction Training for a particular role. In such cases, the Contractor must provide the Customer with evidence that the Candidate holds a Blue or White Card. The training required to obtain a current Blue or White Card shall be undertaken at no cost to the Customer prior to the commencement of the Engagement.

2.5.2 Core Role Related Training

- a). The Customer is responsible for providing each Candidate with training covering the Customer's systems, process, policies, and procedures (Core Customer Training) that are relevant to the role to be undertaken during an Engagement. The Customer shall pay the agreed Hourly Rate to the Contractor for the time recorded while the Candidate is undertaking the Core Customer Training.
- b). The Contractor shall ensure that each Candidate holds the relevant qualifications and current training certifications (including continuing professional development training, if relevant) for the role to be undertaken during an Engagement.

2.5.3 Non-Core Training

The Contractor may request the Customer's permission for a Candidate to undertake additional non-core training during an Engagement.

When requesting non-core training the Contractor shall provide the Customer with sufficient information about the scope and timing of the training for the Customer

to properly consider the request and any impacts on the Customer's operational requirements relevant to the Engagement.

The Contractor shall bear the cost of the non-core training unless otherwise agreed by the Customer.

2.6 Contract Management

2.6.1 Contractor's Representative and Support Hours

The Contractor must provide an Account Manager to assist Customers with establishing an account with the Contractor, responding to general queries, responding to Orders, providing Candidates, and settling any disputes that may arise.

The Contractor's Account Manager must be contactable during working hours from 8AM to 5PM (Western Standard Time), Monday to Friday (except public holidays) or as otherwise agreed between a Contractor and Customer. The Contractor must ensure that the Account Manager is available to meet with the Customer upon request to discuss matters relating to potential, existing, or past Engagements.

The Contractor must provide the Contract Authority with the contact details of the Account Manager for inclusion in the CUATPS2024 Contractor Profile(s) document. Those details must include:

- Name / Title
- Email address
- Telephone number
- Street address

The Contractor shall advise the Contract Authority and its Customers within 5 Business Days of a change of allocated Account Manager on the CUA.

2.6.2 Account Manager Training

The Contractor must ensure the Account Manager, and others involved in account management working with Customers, complete training which must include at a minimum:

- a). information about their obligations under the CUA in relation to Confidential Information, the Public Sector Code of Ethics and the relevant Customer's Code of Conduct;
- b). occupational safety and health; and
- c). equal employment opportunity training.

The Contractor must have processes in place to ensure that their account management team are provided with refresher training at appropriate intervals during the Term.

2.6.3 Placing an Order

The Customer and the Contractor will use the Order Form to document the requirements of an Engagement. A pro forma version on the Order Form is set out in **Schedule 5 - Order Form**. The Contractor must encourage Customers to use the Order Form when seeking potential Candidates.

Part B Schedule 3 - Pricing - Respondent to complete and return this Part

The Order Form will be completed by both the Customer and the Contractor prior to placing/finalising an Order at the commencement of each Engagement. The Order Form will also be used to document each Engagement Extension.

The Contractor must:

- a). acknowledge receipt of an Order Form within 24 hours of receipt of the form from a Customer; and
- b). provide the Customer the completed Part B of the Order Form, together with each Candidate's curriculum vitae, and any additional information about the Candidate requested by the Customer, within one to four Business Days, unless otherwise agreed with the Customer.

If the Contractor is unable to offer a suitable Candidate to the Customer within the required timeframe, the Contractor must notify the Customer prior to expiry of the response timeframe.

If requested by the Customer, the Contractor will provide data and/or advice on applicable Pay Charge rates, and the Contractor's On-Costs and Gross Margin to assist with the Customer's Value for Money assessment of each potential Candidate.

2.6.4 Online Ordering

If the Contractor has systems available to facilitate internet based online ordering, the Contractor may offer online ordering to CUA Customers provided that the:

- a). Customer agrees to place Orders using the Contractor's online system;
- b). online ordering process incorporates all the information requirements contained in the Order Form; and
- c). system is user friendly, readily accessible, reliable, and secure.

2.6.5 Internet Security

The Contractor is required to maintain adequate Information Technology (IT) system security. Adequate security includes addressing the following factors:

- a). **Data Integrity** – Security measures designed to ensure that data transmitted or stored electronically is neither accidentally nor deliberately altered, defaced nor lost.
- b). **Confidentiality** – Security measures designed to ensure that data and related information is only disclosed to authorised persons or entities.
- c). **Authentication** – Security measures designed to establish the validity of a transmission, message or originator, or a means of verifying a recipient's eligibility to receive specific categories of information.
- d). **Availability of Service** – The characteristic of data, information and systems being accessible and usable on a timely basis in the required manner.

The Contractor shall ensure that it implements technology and management control mechanisms including, but not be limited to:

- anti-virus software
- firewalls
- back-ups
- encryption / SSL
- password controls

- business continuity plans
- electronic IDs
- change controls.

2.6.6 Customer Data

If the Contractor is storing Customer's data as part of its Services, the Contractor must:

1. Ensure that Customer data stored in its systems:
 - is always protected from unauthorised access, or use by a third party, and from misuse, damage, or destruction by any person; and
 - has protective measures, including but not limited to administrative, physical, and technical safeguards, that are no less rigorous than accepted industry standards and commensurate with the consequences and probability of unauthorised access to, or use, misuse, or loss of, the Customer data.
2. Maintain and provide to the Customer, on request, an audit log of access to Customer data;
3. Ensure that Customer data is not accessed from or stored outside Australia unless expressly permitted by the Customer;
4. Ensure that Customer data is adequately backed up to prevent any loss of data; and
5. Inform the Customer, and the Contract Authority, as soon as possible after it becomes aware of any Security Incident, and as soon as practicable (and at least within five Business Days) confirm the details by Notice in writing. In the event of any Security Incident, the Contractor must comply with all directions of the Customer to resolve the incident, including in relation to:
 - Obtaining evidence about how, when and by whom the Contractor's System and/or the Customer data has, or may have been compromised, providing it to the Customer on request, and preserving and protecting that evidence for a period of up to twelve months;
 - Implementing any mitigation strategies to reduce the impact of the Security Incident or the likelihood or impact of any future similar incident; and
 - Preserving and protecting Customer data (including as necessary reverting to any backup or alternative site or taking other action to recover Customer data).

Communication of any breach of confidentiality relating to the loss of Customer data requires update reports to both the Contract Authority and affected Customer monthly, however more frequent reporting may be required depending on the severity of the breach or loss to be nominated by the Customer and Contract Authority.

2.6.7 Timesheets

The Contractor shall ensure that timesheets are maintained for each Candidate during an Engagement. Each timesheet shall record the following information as a minimum requirement:

- Customer name and Customer contact details

Part B Schedule 3 - Pricing - Respondent to complete and return this Part

- Candidate's name and position / role title
- Hourly Rate and penalty rates / allowances (if applicable)
- Standard hours worked
- Overtime hours (if applicable)
- Timesheet period
- Timesheet approver's comments (if any) and signature or other reference for approval of the hours worked.
- Notation of whether any accidents, incidents or injury occurred during the timesheet period (to be signed by both the Candidate and the timesheet approver).
- Other details as agreed by the Contractor and Customer.

The Contractor shall submit each timesheet to the Customer for approval using the method and at the times agreed by the Contractor and the Customer. Timesheets may be electronic, or paper based. If the Contractor uses an internet based online timesheet system, that system must be user friendly, readily accessible, reliable, and secure.

2.6.8 Engagement Duration

A reference to engagement duration in days is measured in calendar days, duration in months is a reference to calendar months and duration in years is a reference to calendar years.

2.6.9 Customer Contract Management

The Contractor must respond to any concerns raised by the Customer or the Contract Authority during the Engagement in a timely manner. The Contractor must work with the Customer and Contract Authority (as applicable) to ensure a sound resolution of the relevant issue(s), including without limitation the provision of a new Candidate if the existing Candidate is failing to meet the requirements of the Customer.

2.6.10 Customer Contract Termination

The Customer or the Candidate may terminate an Engagement at any time with a minimum of a half working days' notice (3.75 hours), or such other minimum notice period as agreed by the Customer and the Contractor. No reason for termination is required to be given.

In the event of a breach of the relevant Customer Contract by the Contractor and/or the Candidate, the Customer may terminate the Engagement without notice.

2.7 Invoicing and Payments

2.7.1 Invoicing

The Contractor must maintain sound accounting systems and processes to ensure that invoices:

- a). are consistently accurate and issued in a timely manner (as agreed between the Customer and the Contractor)
- b). should specify (at a minimum):
 - (i) the order number,

- (ii) the Candidates' name,
- (iii) the work completed (i.e., category and role); and
- (iv) the Candidate's timesheet for the relevant invoice period

The Contractor must respond to the invoicing queries from the Customer within two Business Days.

2.7.2 Recipient Created Tax Invoices

If the Contractor's accounting and payments system can accept Recipient Created Tax Invoices (RCTIs), the Contractor agrees to make Customers aware that this option is available to them.

If the Customer requests that the relevant Contractor accepts RCTIs, the Contractor agrees to work with the Customer to facilitate the use of RCTIs in relation to Engagements between the Customer and the Contractor.

2.7.3 Payments by Purchasing Card

The use of credit cards/purchasing cards by agencies is actively promoted as a payment method. If the Customer requests the ability to make payments using the Western Australian Government Purchasing Card (P-Card) and the Contractor accepts payment by credit card, the Contractor must accept payment without charging any additional fees.

2.8 Reporting

The Contractor must maintain records relating to their Candidates, each Engagement and related matters in sufficient detail to permit them to meet the reporting requirements of the Contract Authority and/or the relevant Customer as outlined below.

The Contract Authority may revise the reporting requirements for any of the reports described below during the Term of the Head Agreement in consultation with the Contractor.

2.8.1 Sales Reports

The Contractor must provide the Contract Authority with a sales report within 30 days of the end of each calendar quarter (i.e. March, June, September, and December). Each sales report must report all invoices issued in connection with all Engagements that were entered into or were continuing during the relevant reporting quarter.

The format and contents of each sales report must comply with the requirements set out in **Attachment E - Reporting**.

2.8.2 Service Delivery Reports

The Contractor must provide the Contract Authority with a bi-annual service delivery report by 30 April and 30 October each year. The service delivery reports will be used by the Contract Authority to monitor compliance with service standards such as time to respond to Customer enquiries, time to provide potential Candidates, number of unsuitable Candidates.

The format and contents of the service delivery report must comply with the requirements set out in **Attachment E - Reporting**.

2.8.3 Employment Legislation Compliance Reports

The Contractor must provide the Contract Authority with an annual compliance report by 30 July each year. The compliance report will be used by the Contract

Part B Schedule 3 - Pricing - Respondent to complete and return this Part

Authority to monitor compliance by the Contractor with relevant employment related legislation.

The format and contents of each compliance report must comply with the requirements set out in **Attachment E - Reporting**.

2.8.4 WAIPS Reporting

The Contractor must provide the Contract Authority with WAIPS Reporting as detailed in Section 19 of the Head Agreement Details in Part A of this Request.

2.8.5 Ad Hoc Reporting

At any time, the Contract Authority or the Customer may request the Contractor to provide ad hoc reporting relating to the Engagements entered by the Contractor. The format and frequency of these reports is at the discretion of the Contract Authority or the Customer (as applicable) and must be provided by the Contractor at no cost.

2.8.6 Savings Methodology

On an annual basis or as otherwise requested by the Contract Authority, the Contractor will review and update their Corporate Gross Margin (as described in **Attachment D – Pricing**) and provide information explaining the methodology used to calculate their Corporate Gross Margin.

2.9 Key Performance Indicators (KPIs)

The criteria that will be used to measure the performance of each Contractor are as follows:

KPI 1: Customer satisfaction	
Standard:	Overall customer satisfaction with the CUA must not be less than 85%.
Frequency:	Annually or otherwise at the discretion of the Contract Authority
Testing Method & Consequence:	A customer satisfaction survey will be conducted to measure overall customer satisfaction. The survey will be conducted at the request of and by the Contract Authority. If an overall satisfaction rating of less than 85% is recorded, the Contract Authority will determine the appropriate contract management strategy to address customer concerns.

KPI 2: Candidates placed	
Standard:	Each Contractor will be required to place candidates each quarter.
Frequency:	Quarterly
Testing Method & Consequence:	The quarterly sales reports will be used to test this KPI. If the Contractor is requested to provide candidates and fails to place any candidates for two successive quarters, it may be considered a breach of the Contractor's obligations under the General Conditions.

Part B Schedule 3 - Pricing - Respondent to complete and return this Part

KPI 3: Sales report submitted on time	
Standard:	The Contractors will be required to submit Sales reports within the correct format to Finance's Procurement Data Portal within 30 days of the end of the relevant quarter.
Frequency:	Quarterly
Testing Method & Consequence:	<p>Sales report submitted to Finance is complete, complies with the stipulated format and is on time. "Submitted" means fully loaded into the system with no missing data and without errors and does not refer to the date in which the report was forwarded to the Contract Authority.</p> <p>Measurement will be recorded through the late reminder emails.</p> <p>If a Contractor submits more than one sales report after the due date in a 12-month period, it may be considered a breach of the Contractor's obligations under the General Conditions.</p>

2.10 Transition**2.10.1 Transition in**

Prior to commencement the Respondent will be required to provide the Contract Manager with a Contractor Profile as outlined in **Attachment F – Contractor Profile**.

2.10.2 Transition out

CUATPS2024 contractors will be required to continue to submit quarterly sales reports until all customer contracts under CUATPS2024 expire.

Part B – Content Requirement and Respondent's Offer

Part B should be completed by the Respondent and returned to the Contract Authority or Customer (refer 'submission of offer' requirements of clause 2.1 in the Request Conditions).

1. Note to Respondent

In preparing its Offer, the Respondent must:

- a). address each requirement in the form set out in this Part B;
- b). take into account the Head Agreement and Customer Contract requirements, as explained in the Head Agreement and Customer Contract Details. The Respondent must read these in conjunction with the General Conditions;
- c). in respect of the Qualitative Requirements in Section 5 in this Part B, provide full details of any claims, statements or examples. No detail is to be referenced to any website (refer '(no reference to information on websites)') under clause 2.7 of the Request Conditions;
- d). assume that the Contract Authority or Customer has no knowledge of the Respondent, its activities, experience or any previous work undertaken by the Respondent for the Contract Authority, Customer or any other State Agency; and
- e). nominate any Offer Information that the Respondent wishes to expressly and reasonably nominate as confidential for the purposes of the Request Conditions.

2. Identity of Respondent

The Respondent must provide the following details:

Respondent to Complete:

The Respondent must complete the identity requirements as specified in the **"Attachment A – Electronic Response Schedule" – "Respondent Identity"** worksheet.

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

3. Pre-Qualification Requirements

There are no pre-qualification requirements for this Request.

4. Compliance and Disclosure Requirements

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

- a). **Compliance**
 - (i) Head Agreement Details
 - (ii) Customer Contract Details

Part B Schedule 3 - Pricing - Respondent to complete and return this Part

(iii) General Conditions / Schedules

Respondent to complete:

The Respondent must complete the Compliance requirements as specified in the **“Attachment A – Electronic Response Schedule” – “Compliance and Disclosure”** worksheet.

b). Disclosures

- (i) Participants (including subcontractors)
- (ii) Criminal Convictions
- (iii) Conflict of Interest
- (iv) Business, Australian Disability Enterprise (ADE), Aboriginal Business and/or ACCO
- (v) Work Health and Safety
- (vi) Credit Card/Purchasing Card Payment
- (vii) Gender Equality in Procurement
- (viii) Employment Legislation and Proceedings
- (ix) Contractor Profile
- (x) Disclosure of Information between Revenue WA and the Contract Authority
- (xi) Independent Evidence of Financial Solvency
- (xii) Licences

Respondent to complete:

The Respondent must complete the Disclosure requirements as specified in the **“Attachment A – Electronic Response Schedule” – “Compliance and Disclosure”** worksheet.

5. Qualitative Requirements

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

Respondent to complete:

Qualitative A

- Complete **Attachment B – Qualitative Response – Qualitative A.**

This attachment is to be completed once.

Qualitative B

- Complete **Attachment C – Qualitative Response – Qualitative B.**

The Respondent must complete Attachment C for each category for which they are submitting an Offer. The assessment of this Qualitative Requirement will be undertaken individually for each category Offered and the specific weighting applied.

Clearly name the document “Qualitative Response B – Category [insert Category name]”.

6. Head Agreement and Customer Contract Insurance Requirements

Head Agreement Insurance Requirements

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

Respondent to complete:

Respondent must supply the relevant information in the “**Attachment A - Electronic Response Schedule**” – “**Insurances**” worksheet.

The Respondent must also provide up-to-date insurance certificates in its Offer.

Customer Contract Insurance Requirements

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

Respondent to complete:

Respondent must supply the relevant information in the “**Attachment A - Electronic Response Schedule**” – “**Insurances**” worksheet.

The Respondent must also provide up-to-date insurance certificates in its Offer.

Schedule 3 – Pricing

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

a) Offered Price and Price Schedule

- (i) The Respondent must include in the Offer this completed Schedule 3 - Pricing.
- (ii) The Respondent must state the basis of its Offered Price in Australian Dollars.
- (iii) The Offered Price will be deemed to include the cost of complying with this Request (including the Head Agreement Details, Customer Contract Details and any Addenda available, if any) and the General Conditions and the cost of complying with all matters and things necessary or relevant for the due and proper performance of the Head Agreement and Customer Contract. Any charge not stated as being additional to the Offered Price will not be payable by the Customer.
- (iv) If the Offered Price is consideration for a taxable supply under the GST Act, the Offered Price will be deemed to be inclusive of all GST applicable to the taxable supply at the rate in force for the time being.

Respondent to complete:

Respondent must complete “**Attachment D – Pricing**”.

1. Hourly Rate

An Hourly Rate shall be payable by the Customer to the Contractor under each Engagement. The Hourly Rate is made up of the following components:

Hourly Rate = Pay Charge + Superannuation + Payroll Tax + On-Costs + Gross Margin + GST

The table below describes how each of the components of the Hourly Rate is calculated:

Hourly Rate Component	Description & Current CUA Rate
Pay Charge <i>Payable to the Contractor for on-payment to the Candidate</i>	The Pay Charge will be negotiated by the Contractor and Customer by reference to (i) the applicable industrial award/agreement rate, or the industry/market rate when an industrial award does not apply, and (ii) the Candidate's qualifications and experience. The Customer will assess the Value for Money of the Pay Charge each time a Candidate is offered.
Superannuation (Statutory On-Cost) <i>Payable to the Contractor for on-payment to the Candidate's superannuation fund</i>	Superannuation is payable in accordance with the <i>Superannuation Guarantee (Administration) Act 1992</i> (Cth). The current legislated contribution rate is 11.5% . Superannuation will be calculated as a percentage of the Pay Charge.
Payroll Tax (Statutory On-Cost) <i>Payable to the Contractor for on-payment to the Revenue WA</i>	Payroll Tax is payable in accordance with the <i>Pay-roll Tax Assessment Act 2002</i> (WA). The current legislated rate is 5.5% - 6.5% by reference to the Contractor's taxable wages bill. Payroll Tax will be calculated as a percentage of the Pay Charge plus Superannuation.

Part B Schedule 3 - Pricing - Respondent to complete and return this Part

Contractor On-Costs <i>Payable to the Contractor</i>	<p>Contractor On-Costs are set for the life of the CUA.</p> <p>The Contractor On-Costs are intended to cover costs associated with workers' compensation insurance and other insurances.</p> <p>The Contractor On-Costs will be calculated as a percentage of the Pay Charge.</p>
Gross Margin <i>Payable to the Contractor</i>	<p>The Gross Margin is also set for the first twelve months of the CUA and will then be subject to change in accordance with the Schedule 1 – Head Agreement Details and Customer Contract Details.</p> <p>The Gross Margin covers all other Contractor costs (including but not limited to management costs, operations costs, electricity and water charges) and the Contractor's net profit.</p> <p>The Gross Margin is a fixed currency value set by reference to Engagement duration and CUA category.</p> <p>Respondents are asked to submit their Gross Margin for (i) Engagements up to six months, (ii) Engagements of longer than 6 months, and (iii) their discounted Gross Margin for Candidates referred to them by the Customer (Payroll Only Candidates).</p> <p>Where an Engagement has an estimated duration of greater than 6 months, the Contractor may apply their greater than 6 month Gross Margin rate from the beginning of the relevant Engagement at their discretion.</p>
GST <i>Payable to the Contractor for on-payment to the Australian Taxation Office</i>	<p>GST is payable in accordance with the <i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cth). The current legislated rate is 10%.</p> <p>GST is calculated by reference to the Hourly Rate.</p>

The table below sets out a worked example of the Hourly Rate calculation:

	Hourly Rate Component	Input Value / Rate	Hourly Rate Calculation
A	Pay Charge	\$30	A \$30
B	Superannuation	11.5%	A x B $\$30 \times 11.5\% = \3.45
C	Payroll Tax	5.5%	(A + B) x C $(\$30 + \$3.5) \times 5.5\% = \$1.84$
D	Contractor On-Costs	3.5%	A x D $\$30 \times 3.5\% = \1.05
E	Gross Margin	\$2.80	E \$2.80
F	Hourly Rate (GST Exclusive)	\$39.14	A + B + C + D + E = F $\$30 + \$3.45 + \$1.84 + \$1.05 + \$2.80 = \39.14
G	GST	10%	F x 10% $\$39.14 \times 10\%$

Part B Schedule 3 - Pricing - Respondent to complete and return this Part

H	Hourly Rate (GST Inclusive)	\$43.05	F + G = H \$39.14 + \$3.91 = \$43.05
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2. Corporate Gross Margin

Respondents are asked to provide a Corporate Gross Margin for each Category, together with a detailed explanation of how that rate has been calculated. The Corporate Gross Margin will be calculated as a percentage of the underlying Pay Charge for each Engagement.

The Corporate Gross Margin rate is a notional rate calculated by reference to margin rates charged by the Respondent for non-CUA temporary personnel engagements. The Corporate Gross Margin rates will be used by the Contract Authority to monitor savings achieved by CUATPS2019. Each successful Respondent will be required to review and update both their Corporate Gross Margin Rates and the underlying methodology on an annual basis.

3. Spotter's Fee

Respondents may charge a one-off fee if one of their Candidate is employed directly by a Customer as a result of having worked under an Engagement with the Customer unless:

- a) the Candidate was employed by the Customer after applying for an advertised vacancy that was filled following a Merit Based Selection Process; or
- b) the Candidate worked under an Engagement with Customer for a period of more than 6 months before being employed by the Customer.

For the purposes of paragraph (b) above, the Candidate must have worked either under a single Engagement with a total duration of 6 months or more, or a series of related Engagements in the same position or role where the break between the related Engagements is less than one week.

Schedule 4 - Not Applicable

Schedule 5 - Order Form

The Contract Authority reserves the right at its sole discretion to amend the Order Form without notice at any time, and from time-to-time, during the Term of the Head Agreement.

Customers reserve the right to utilise any Quote and Order forms for purchases under this CUA. For an example please refer to the [Buyers Guide CUATPS2019](#). The final Order Form will be provided upon CUA commencement.

Ordering Process:

- Step 1 - Customer completes and forwards their chosen Quote Form to selected Contractor(s) as per the CUATPS2024 Buying Rules (Refer to Schedule 6 - Buying Rules).
- Step 2 - Contractor(s) completes, signs and returns the Customer's chosen Quote Form to the Customer by the specified date for consideration.
- Step 3 - Customer considers proposed Candidate(s). Then if applicable, discusses and negotiates with the selected Contractor.
- Step 4 - If applicable, Customer notifies unsuccessful Contractors in writing that their Candidates were not selected.
- Step 5 - Candidate(s) commence their role as per the Order Form.

Schedule 6 - Buying Rules

Potential Customers will purchase the Services in accordance with the following Buying Rules:

Monetary Threshold	Buying Process
1. Contracts valued at up to and including \$250,000	<p>One quote required.</p> <p>If the estimated contract value of a CUATPS2024 engagement is less than or equal to \$250,000, Potential Customers may approach any Contractor on the relevant category panel to seek a potential Candidate(s).</p>
2. Contracts valued over \$250,000	<p>Quotes required.</p> <p>If the estimated contract value is above \$250,000, Potential Customers must seek potential Candidate(s) from all Contractors on the relevant category panel and select the candidate that represents a Value for Money outcome.</p>

The Contract Authority retains absolute discretion to add, delete, or amend these Buying Rules without notice at any time and from time-to-time.

Schedule 7 TO 15 – Not Applicable



ADDENDUM TO REQUEST DOCUMENTS

REQUEST NO.: **CUATPS2024**

ADDENDUM NO.: **1**

DATE OF ISSUE: **14 August 2024**

NO. OF PAGES: 4 (inc. this sheet)

IMPORTANT

By submitting an Offer, a Respondent will be deemed to have reviewed and understood this Addendum.

ADDENDUM NO. 1

A.1 CUATPS2024 – Request

Section 1.1.1 Structure of this Request

Within the column 'Document Details' for 'CUATPS2024 – Attachment D – Pricing' replace "Respondent's Panel A and/or Panel B CUA Catalogue offering details including pricing." with "Respondents must complete pricing for each Category Offered for the CUA.".

A.2 CUATPS2024 – Attachment A – Electronic Response Schedule

Insurances Tab

Within cell I17, replace the value '50000000' with '20000000'. This will correct the error notice in cell H17 and align it with the Public Liability (\$20 million) value.

BRIEFING QUESTIONS/CLARIFICATIONS

RESPONDENT QUESTION		ANSWER
Q1	Is this contract going to be direct sourcing?	The appropriate procurement method is outlined in Schedule 6 Buying Rules of the Request.
Q2	Is this procurement process suitable for recruitment firms?	The CUA is for the supply of temporary personnel services to meet the short-term resourcing needs of State Agencies and approved users. This CUA is not for permanent placements nor recruitment services.
Q3	How many Candidates will be desired at Customer Contract level?	This varies based on the Customer Contract and the Customers' needs.
Q4	Where will Candidates be placed in WA?	This CUA is mandatory for State Agencies in the Perth Metropolitan area and non-mandatory in regional WA. Therefore, there is potential for Candidates to be placed anywhere in Western Australia.
Q5	Do Local Government have access to procure temporary personnel services under this Contract?	Yes, Local government authorities will have access to procure services under this CUA, however it is non-mandatory for them to use this arrangement.
Q6	How many suppliers are you anticipating to award at the head agreement level?	As per <u>Section 2.2 Panel Size</u> of the Request, it is anticipated that four to five suppliers will be appointed to the Panel under each Category. Please note that the Contract Authority reserves the right to appoint as many Panel Members as it sees fit.
Q7	When is CUATPS2024 set to commence and how long will it run for?	CUATPS2024 will commence upon the final expiry of CUATPS2019 (link to Contract on WA.gov). The Head Agreement term for CUATPS2024 is 4 years, with the Contract Authority having the opportunity to extend twice, with each option being two (2) years.
Q8	How long will it take Respondents to receive notice of out the outcome on this process?	This cannot be confirmed as it is influenced by numerous factors. However, the timeframe will align to the expiry of TPS2019.
Q9	Will the Government be considering suppliers who can only provide 2 or 3 of the role types under any one Category?	The Evaluation Panel will consider each Offer holistically, based on Value for Money. Respondents will be assessed against their response to Attachment C – Qualitative Response - Qualitative B.
Q10	Are police checks required for all roles or for specific Categories? If	As per Section 2.4.6 Security Checks of the Request, Candidates may be required to undergo a police check at no

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ADDENDA

	so, which roles or Categories are they?	cost to the Customer. The roles and Categories requiring police checks may vary based on the individual Customer Contracts.
Q11	Are medical checks required for all roles or for specific Categories? If so, which roles or Categories are they?	As per Section 2.4.7 Medical Checks of the Request, Candidates may be required to undergo a medical check at no cost to the Customer, however this will vary based on the individual Customer Contract.
Q12	What are the historical requirements for both medical and police checks?	Finance does not collect this data. Medical and police checks are specified at Customer Contract level.
Q13	Do Contractors need to have an Employment Agents Licence to deliver services under CUATPS2024?	<p>Australian Disability Enterprises are exempt under the Employment Agents Licencing Scheme (EALS).</p> <p>Labour hire firms are exempt under the EALS. However, if a labour hire firm supplies a Candidate to a CUA Customer and that Candidate is offered and takes up a permanent placement (excluding instances within Schedule 3 – Pricing Section 3. Spotter's Fee) the labour hire firm is acting as an Employment Agent for the purposes of this arrangement and will require an EAL. This arrangement anticipates this outcome will occur from time to time and requires all Contractors to hold an EAL for this reason.</p>
Q14	Are Respondents able to submit attachments to demonstrate their capability and capacity to deliver the services under this arrangement?	Yes. There are no page limits on the responses. Respondents may attach relevant documents to support their response to a qualitative criterion. Please ensure that all attachments are numbered and reference the qualitative criterion to which they refer.
Q15	Are Respondents able to apply for a Category if they have no experience in delivering Candidates to those types of Roles?	Respondents will be assessed against their response to Attachment C – Qualitative Response - Qualitative B.
Q16	Regarding Spotters Fees, will there be any price variation opportunity over the term of the Contract? Are there any historic reference guides to these rates?	<p>There will be no price variation applied to the Contractor Spotters Fee.</p> <p>Refer to the price schedule for CUATPS2019 (link to CUATPS2019 price schedule on WA.gov) for current CUA rates.</p>
Q17	Will there be opportunities for price variations over the Contract Term?	Price variation submissions will be considered by the Contract Authority. The price variation process is detailed in the Request for Tender, Schedule 1 – Head Agreement Details and Customer Contract Details, and applications will be

		considered in conjunction with relevant sections of the General Conditions of Contract.
Q18	Can the role of Information Technology Business Analyst (IT BA), under Category C for CUATPS2019, be moved to Category D for CUATPS2024?	This role may be procured under Category D for CUATPS2024, as the second dot under Category D lists the role of Business Analyst.
Q19	Does the Small Business definition only include permanent employees or do casual labour hire employees also need to be considered?	A small business is any business employing less than 20 people. Respondents should disclose the number of permanent (Full time and Part-time) and casual employees.
Q20	In response to Qualitative A, question 1. (i), is it desired to show shareholders and individual team members?	Respondents are required to provide, amongst other requirements, information on ownership details of the organisation. In addition, Respondents are required to identify Specified Personnel who will support the contract, including their skills, qualifications or relevant certifications, industry experience and current role in the organisation.

ATTACHMENTS TO THIS ADDENDUM

This Addendum includes the following attachments:

- CUATPS2024 – Addendum 1 – Tender Briefing Presentation Slides

END OF ADDENDUM NO. 1



ADDENDUM TO REQUEST DOCUMENTS

REQUEST NO.: **CUATPS2024**

ADDENDUM NO.: **2**

DATE OF ISSUE: **27 August 2024**

NO. OF PAGES: 7 (inc. this sheet)

IMPORTANT

By submitting an Offer, a Respondent will be deemed to have reviewed and understood this Addendum.

ADDENDUM NO. 2

A.1 CUATPS2024 – Request

Schedule 3 – 1. Hourly Rate – Table 1

Refer to the inclusion of the red text.

Hourly Rate Component	Description & Current CUA Rate
Gross Margin <i>Payable to the Contractor</i>	<p>The Gross Margin is also set for the first twelve months of the CUA and will then be subject to change in accordance with the Schedule 1 – Head Agreement Details and Customer Contract Details.</p> <p>The Gross Margin covers all other Contractor costs (including but not limited to management costs, operations costs, electricity and water charges) and the Contractor's net profit.</p> <p>The Gross Margin is a fixed currency value set by reference to Engagement duration and CUA category.</p> <p>Respondents are asked to submit their Gross Margin for (i) Engagements up to six months, (ii) Engagements of longer than 6 months, and (iii) their discounted Gross Margin for Candidates referred to them by the Customer (Payroll Only Candidates).</p> <p>For Categories C & D the Gross Margin rate has also been separated based on the Pay Charge; Pay Charge <= \$100 and Pay Charge >\$100.</p> <p>Where an Engagement has an estimated duration of greater than 6 months, the Contractor may apply their greater than 6 month Gross Margin rate from the beginning of the relevant Engagement at their discretion.</p>

QUESTIONS/CLARIFICATIONS

RESPONDENT QUESTION		ANSWER
Q1	Where is the information relating to this Contracts Payment terms?	<p>Refer to Part B, Schedule 2 - Specifications, Section 2.7 Invoicing and Payments of the Request, for information relating specifically to this arrangement.</p> <p>Please refer to Part B, Section 21. Payment and Invoicing of the Request Conditions and General Conditions of Contract (July 2024) for additional information on payments and invoicing.</p>
Q2	Part B Schedule 2 – Page Headings	<p>Page headings on pages 20 to 36 are hereby amended as follows:</p> <p>Part B Schedule 3 – Pricing – Respondent to complete and return this Part</p> <p><u>Part B – Schedule 2 - Specifications</u></p>
Q3	Is it mandatory for Contractors to accept Western Australian Government Purchasing Card (P-card) payments?	It is not mandatory for Contractors to accept P-card payments but it is actively promoted as a payment method. Please note, as per Part B, Schedule 3 – Pricing, Section 2.7.3 of the Request, if the Contractor accepts P-card payments the Contractor must accept the payment without charging any additional fees.
Q4	What are the anticipated hours of available work per week?	The hours are dependent on the requirements of the CUA Customers who may use this CUA and will be confirmed in the Order Form.
Q5	Is this tender for a Head Agreement or are services being procured under this Contract?	This tender is for the CUA Head Agreement, a standing offer for Temporary Personnel Services and appointment to a Category/ies as a Contractor. Customers will procure these services under the CUA Head Agreement in the form of Customer Contracts.
Q6	Can multiple Entities put forward a single Offer, or should each Entity submit separate Offers?	<p>It is a business decision for the Respondent as to whether they want to submit an Offer on their own or if they would like to combine with another business to present one Offer to meet the Request requirements.</p> <p>Respondents who wish to submit an Offer with another business need to show evidence of back-to-back agreements to confirm that they have a formal business relationship and are responding to the Request to perform the scope of work together.</p> <p>Finance would have a contract with only one of the Entities, the main Entity responsible for managing the</p>

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ADDENDA**

		<p>sub-contractors and Key Performance Indicators (KPIs) under the CUA and will be held accountable for failure to meet the KPIs as a group.</p> <p>Each Offer should include its separate ABN/ACNs for its separate business and describe the managerial accountability lines and clarify resources available to each individual business.</p>
Q7	Please provide further clarification on if an Employment Agent License is required to respond to this tender.	<p>The Employment Agents License (EAL) is not a pre-qualification requirement for this Tender. As such, Respondents do not have to hold the EAL at the time they submit their Offer.</p> <p>However, Respondents will be required to hold an EAL prior to contract award. Australian Disability Enterprises are exempted from holding an EAL.</p>
Q8	How are Contractors (once awarded) able to market their business to CUA Customers?	Contractors may market to CUA Customers through their Contractor Profile, Attachment F.
Q9	Will there be customers under this agreement who will be exempt from payroll tax?	Under the <i>Pay-roll Tax Assessment Act 2002</i> (WA) pay-roll tax is payable, in accordance with the pay-roll tax Acts, on wages that are WA taxable wages. WA taxable wages are wages, other than exempt wages, that are taxable in this jurisdiction.
Q10	Weightings are provided for the two qualitative requirements sections, however there are no weightings for how you will evaluate the other sections of the Tender (i.e. Compliance and Disclosure Requirements, Insurances and Pricing). What weightings do the other sections have?	Refer to Section 2.1 Selection Process on how the Contract Authority will determine Value for Money. The Qualitative Requirements (attachments B & C) are the only sections that have weightings.
Q11	Request document – Schedule 1 – Head Agreement Details – Item 7. Public Liability: Why is the Contract Authority listed as the Principal for this insurance?	This is to ensure that the Contract Authority may claim against the Contractor's insurance, in the instance the Contractor (or its personnel) acting in their capacity under this Contract have an incident occur that results in an insurance claim.
Q12	Request document – Schedule 3 – Pricing, 1 Hourly Rate: in the second table setting out a worked example of the Hourly Rate calculation, D contractor on-costs is only being calculated on pay excl super. Please confirm if this is correct, as oncosts	<p>The Contractor's On-Costs are excluding Superannuation (and payroll tax) as it is a Statutory On-Cost, not a Contractor On-Cost.</p> <p>Contractor On-Costs are inclusive of Workers Compensation insurance, and any other insurances required to place Candidates for this CUA.</p>

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	include workers compensation which we would normally calculate on pay inclusive of super.	
Q13	How will the Spotters Fee be determined? Will it be apportioned based on the Candidate's Pay Charge or any other factor?	The Spotter Fee is a set one-off fee. Please refer to Schedule 3 – Pricing, 3. Spotters Fee of the Request document for further information on Spotter's Fee.
Q14	Attachment A – Respondent Identity Tab – Cell C3: If this cell is not accepting the company's ACN can Respondents type their company ACN next to the text box in Cell B3?	<p>If you are unable to fill in the information within the designated cell, please put your response in an empty cell on that tab, as close to the question as possible, in this case it would be cell D3.</p> <p>To ensure your response is captured accurately, highlight the cell containing your response and reference the question you are responding to.</p> <p>When answering this question, please add your 9 digit ACN with no spaces.</p>
Q15	Attachment A – Insurances Tab – Rows 11 and 21 have NA- Yes or No. What is this NA referring to? Is this to select Yes if those insurances are not something a business possesses?	<p>Please fill in all tabs from top to bottom, left to right.</p> <p>It is only if A5 and/or A14 are answered with 'no', will A11 and/or A21 change from 'N/A' to a question. It is then that the orange cell(s) D11 and/or D21 will need to be filled in. If A11 and A21 remain as 'N/A', please leave cells D11 and D21 blank.</p>
Q16	Attachment A – Electronic Response – Tab Compliance and Disclosure – (xi) Independent Evidence of Financial Solvency: are Respondents required to provide any one of A, B, C or D, or are all needed?	Respondents may submit evidence of Financial Solvency for any one of the examples (A-D) stipulated. Respondents are not required to provide evidence against all the examples.
Q17	Attachment A – Electronic Response Schedule Referees Tab: Respondents are required to provide at least two referees per Category – can referees provided cover more than one category?	Yes, a Referee may provide a reference for more than one Category.
Q18	Attachment A – Electronic Response Schedule Referees Tab: can a Respondent provide a referee for a previous contract if it is not listed within Qualitative B – Demonstrated Experience?	Respondents should complete the Referees Tab for the contracts listed within their response to Qualitative B, prior to listing any additional Referees.

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Q19	Attachment D – Pricing: Respondents are to provide corporate rates Gross Margin, and to attach a published corporate rates document. What should be submitted if a Respondent does not have their corporate rate Gross Margins published?	If no published rates are available, Respondents are required to provide info on your standard Gross Margin rates. These rates will not be shared, as it will be used for reporting purposes only, please refer to Schedule 3 – 2. Corporate Gross Margin of the Request for further information.
Q20	Attachment D – Pricing: in CUATPS2019 the pricing structure for Categories C & D has two Gross Margins for each of the engagement periods – one for a pay \leq \$100 and one for a pay $>$ \$100 however this isn't reflected in this tender. For CUATPS2024 will there be one Gross Margin for these categories, irrespective of pay rate?	An update to Attachment D – Pricing has been done to include the split Gross Margin rate for Categories C & D for \leq 100 and $>$ \$100 . All Respondents providing an Offer for either Categories are required to complete “UPDATED – CUATPS2024 – Attachment D – Pricing”.
Q21	Attachment D – Pricing: could you confirm how the different engagement period for the CUA Gross Margin is applied? I.e is applied like a tenure reduction (in that the margin reduced to the $>$ 6 month rate after the contractor has been there for 6 months) or is the $>$ 6 month margin applied from the outset if the candidates initial booking is for more than 6 months?	The Gross Margin rate is dependent on the duration of the Customer Contract. If the Customer Contract is for less than 6 months then the Gross Margin rate under "Engagement \leq 6 months (\$)" will be applied, for contracts longer than 6 months the Gross Margin rate under “Engagement $>$ 6 months (\$)” will be applied from contract commencement.
Q22	Attachment F - Contractor Profile: are Respondents to complete a separate profile for each Category they are submitting an Offer for?	Yes, Respondents must complete and return a separate Contractor Profile for each Category they are submitting an Offer for.
Q23	What is the correct Workcover rate for State Government?	The WorkCover WA Recommended Premium Rates 2024-25 is the current rate schedule and may be used for calculation of insurance on-costs. However, consultation with your insurance broker is recommended. The temporary personnel roles that may be sourced via CUATPS2024 will vary across multiple industry sectors grouped into the CUA Categories A to D.

ATTACHMENTS TO THIS ADDENDUM

This Addendum includes the following attachments:

- UPDATED - CUATPS2024 – Attachment D – Pricing

END OF ADDENDUM NO. 2



ADDENDUM TO REQUEST DOCUMENTS

REQUEST NO.: **CUATPS2024**

ADDENDUM NO.: **3**

DATE OF ISSUE: **3 September 2024**

NO. OF PAGES: 2 (inc. this sheet)

IMPORTANT

By submitting an Offer, a Respondent will be deemed to have reviewed and understood this Addendum.

ADDENDUM NO. 3

- 1. The closure date for CUATPS2024 has changed. Please see the new deadline below:**

Request Title: Common Use Arrangement for Temporary Personnel Services

Request Number: CUATPS2024

Closing Time:

2:30 PM ~~Thursday 5 September 2024~~, Thursday 12 September 2024, Western Australia

QUESTIONS/CLARIFICATIONS

RESPONDENT QUESTION		ANSWER
Q24	<p>General Request Terms and Conditions – Clause 18.4 Police Clearance</p> <p>Please confirm if the intention is that the police checks apply to:</p> <ul style="list-style-type: none"> a. “Candidates” (being individuals sourced and supplied by the Contractor to perform temporary assignments for Customers), or b. “Contractor Personnel”, being the Contractor’s recruitment consultants who perform the “Services” from the Contractor’s own premises. 	<p>Police clearance checks are required for Candidates who are offered by the Contractor to fill any temporary personnel vacancies.</p> <p>Contractor Personnel who perform services from the contractor’s own premises are not required to undergo police clearance checks unless they intend to visit Customer sites in person.</p>
Q25	<p>General Request Terms and Conditions – Clause 18.4 Police Clearance</p> <p>Please confirm if it is the Government’s intention that the defined term, “Contractor Personnel” excludes “Candidates”, as this is unclear when reading the General Terms and Conditions and the Specifications. We consider Candidates are not part of this cohort as they do not perform the “Services” on behalf of the Contractor. Rather, they perform work under temporary assignments as directed by Customers to meet individual Customers’ business needs.</p>	<p>The term “Contractor Personnel” includes “Candidates” as Candidates are engaged on behalf of the Contractor to provide Goods and/or Services under this arrangement.</p>
Q26	<p>Request – Schedule 1 – Price Review Mechanism</p> <p>This clause does not appear to cover instances where we receive an order under the Same Job Same Pay legislation. Is that correct?</p>	<p>No. The Price Variation mechanism does not cover orders made under the Same Job Same Pay legislation. However, Contractors will be required to comply with the legislation.</p>
Q27	<p>Request – Schedule 2 – Clause 2.4.4 Work Health and Safety</p> <p>Please advise of the process to follow should a worksite be deemed to be unsafe.</p>	<p>Work site safety issues will be managed at Customer Contract level.</p>
Q28	<p>Request – Schedule 3 – Clause 3. Spotters Fee</p> <p>Is the Contract Authority prepared to extend the 6-month Spotters Fee period to 9 or 12 months?</p>	<p>No, the Spotters Fee will remain as is.</p>

END OF ADDENDUM NO. 3