



# Request

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**REQUEST TITLE:**

Interpreting and Translating Services Common Use Arrangement

**REQUEST NUMBER:**

CUAITS2017

**CLOSING TIME:**

2:30 PM Thursday 22 June 2017 Perth, Western Australia

**ISSUED BY THE CONTRACT AUTHORITY ON  
BEHALF OF:**

The Public Authorities and other persons and bodies described  
as Potential Customers in Clause 2.1 of the General Conditions

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# PART A – REQUEST NO CUAITS2017

## 1. INTRODUCTION

### 1.1 BACKGROUND

This Request seeks to establish a panel arrangement for a whole of government Interpreting and Translating Services Common Use Arrangement (CUA). The current CUA for Interpreting and Translating Services (CUA ITS2012) was established in 2012 and is due to expire on 14 October 2017.

This CUA will be a non-mandatory arrangement to provide interpreting and translating services to Public Authorities and other Approved Users.

Respondents can nominate for any combination of the following categories:

- a) Culturally and Linguistically Diverse (CaLD) languages;
- b) Aboriginal Australian languages; and
- c) Auslan.

The CUA term will be for an initial term of three (3) years with three (3) extension options of two (2) years each. The extension options are available at the absolute discretion of the Department of Finance.

It is expected that CUAITS2017 will commence October 2017.

A full statement of the services required under the Head Agreement is provided in **Schedule 2 – Specification/Statement of Requirements**.

### 1.2 SUBMISSION OF OFFER

#### 1.2.1 HAND AND POST LODGEMENT

The Respondent may submit the Offer:

By hand at:	By post at:
Tendering Services Optima Centre 16 Parkland Road OSBORNE PARK WA 6017	Tendering Services Locked Bag 11 OSBORNE PARK BC WA 6916

If the Respondent submits the Offer by hand or post, the Respondent must submit two copies of the Offer to the relevant addresses above. It is preferred that the Offer is comprised of two electronic copies (in CD, DVD or USB format), with one copy marked “original”, and one marked “copy”.

If the Respondent cannot provide electronic copies it will be required to provide two hard copies, with one marked “original” and one marked “copy”.

In the event of discrepancy, the copy marked “original” shall prevail.

#### 1.2.2 Offers may not be submitted by facsimile.

#### 1.2.3 ELECTRONIC LODGEMENT

The Respondent may submit the Offer electronically by uploading at: [www.tenders.wa.gov.au](http://www.tenders.wa.gov.au).

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

The Respondent must be registered to submit an offer electronically.

- 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 six (6) 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 2 June 2017

Time: 9:30 AM to 11:00 AM Perth, Western Australia

Location: Ground Floor, Optima Centre 16 Parkland Road  
Osborne Park, Western Australia

The Respondent is requested to confirm its attendance by no later than 3:00 PM, Perth Western Australia time on Thursday 1 June 2017 by contacting Robert Mayne on (08) 6551 1317 or [Robert.Mayne@finance.wa.gov.au](mailto:Robert.Mayne@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.

#### **ALL ENQUIRIES:**

#### **19 May 2017 to 27 May 2017**

Name: Eddie Rusiecki

Title: Senior Procurement Manager

Telephone: (08) 6551 1431

E-mail: [Eddie.Rusiecki@finance.wa.gov.au](mailto:Eddie.Rusiecki@finance.wa.gov.au)

#### **All Other dates**

Name: Rob Larkins

Title: Senior Procurement Officer

Telephone: (08) 6551 1316

E-mail: [Rob.Larkins@finance.wa.gov.au](mailto:Rob.Larkins@finance.wa.gov.au)

**ADVICE ON DELIVERING OFFERS:**

Name: Tendering Services

Telephone: (08) 6551 2345

Facsimile: (08) 6551 2333

**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* [December 2016] located at [www.finance.wa.gov.au](http://www.finance.wa.gov.au) (select Government Procurement, then select “Goods and Services Templates, Guides and Conditions of Contract” from the Quick Links menu) 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.

## 2. SELECTION PROCESS

### 2.1 SELECTION PROCESS

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

In determining Value for Money, the Contract Authority in the case of a Common Use Arrangement or otherwise the Customer will:

- a). apply relevant State Supply Commission and Government policies 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 STATE SUPPLY COMMISSION AND GOVERNMENT POLICIES

The following State Supply Commission policies apply to this Request:

- a). Value for Money;
- b). Probity and Accountability;
- c). Open and Effective Competition; and
- d). Sustainable Procurement.

The following Government policies apply to this Request:

- a). Buy Local Policy; including the January 2016 and July 2013 Addenda.

These policies can be viewed and downloaded at [www.ssc.wa.gov.au](http://www.ssc.wa.gov.au) or copies of these policies are available from the State Supply Commission (telephone (08) 6551 1500).

# SCHEDULE 1 - HEAD AGREEMENT DETAILS AND CUSTOMER CONTRACT DETAILS

## HEAD AGREEMENT DETAILS

1. <b>Contract Authority</b>	The Contract Authority is the Director General, Department of Finance, as delegate of the State Supply Commission.
2. <b>The Term of the Head Agreement</b>	The Term of the Head Agreement is three (3) years.
3. <b>Commencement Date</b>	The Contract Authority will notify the Contractor of the Commencement Date in the Letter.
4. <b>Extensions</b>	The Contract Authority has three options to extend the Term, each option having a two (2) year duration.
5. <b>Notice of Extension</b>	Clause 3.8 of the General Conditions applies.
6. <b>Price Variation</b>	<p>The Maximum Price is fixed for the first year of the Term.</p> <p>The Contractor may decrease its Maximum Price for any services with notification to the Contract Authority.</p> <p>On each anniversary of the Commencement Date, the Contractor may apply for the Maximum Price to be varied by the Consumer Price Index (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. Twenty one (21) days prior notice is required for a Price Variation request.</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.</p> <p>Any request by the Contractor for back-payment of price variations will not be considered.</p>
7. <b>Public Liability</b>	Public liability insurance covering the legal liability of the Contractor and the Contractor's Personnel arising out of the Services for an amount of not less than <b>\$10 million</b> for any one occurrence and unlimited in the number of occurrences happening in the period of insurance.
8. <b>Professional Indemnity</b>	<p>Professional indemnity insurance covering the legal liability of the Contractor and the Contractor's Personnel under the Customer Contract, arising out of any act, negligence, error or omission made or done by or on behalf of the Contractor, or any subcontractor in connection with the Contract for a sum of <b>\$2 million</b> for any one claim and in the annual aggregate, with a provision of one automatic reinstatement of the full sum insured in any one period of insurance.</p> <p>Professional indemnity insurance required under this clause must include:</p> <ul style="list-style-type: none"> <li>a) fraud and dishonesty;</li> <li>b) defamation;</li> <li>c) infringement of intellectual property rights;</li> <li>d) loss of or damage to documents and data; and</li> <li>e) breach of Australian Consumer Law.</li> </ul>
9. <b>Workers' Compensation</b>	Workers' compensation insurance in accordance with the provisions of the <i>Workers' Compensation and Injury Management Act 1981</i> (WA), including cover for common law liability for an amount of not less than <b>\$50 million</b> for any one occurrence in respect of workers of the Contractor. The insurance policy must be extended to cover any claims and liability that may arise with an indemnity under section 175(2) of the <i>Workers' Compensation and Injury Management Act 1981</i> .

**PART A HEAD AGREEMENT DETAILS AND CUSTOMER CONTRACT DETAILS - RESPONDENT TO READ AND KEEP THIS PART A**

<p><b>10. Contract Management Requirements</b></p>	<p><b><u>Meetings</u></b> Meetings will be on an as required basis.</p> <p><b><u>Compliance Requirements</u></b> <b>Quarterly sales reports</b> – The Contractor must submit to the Contract Authority complete quarterly sales reports within 30 days of quarter end. Failure to submit complete quarterly sales reports within 30 days of quarter end constitutes a breach of obligation under the Head Agreement. Please refer to <b>Appendix 1 – Whole of Government Reporting Requirements</b>.</p> <p><b>Insurance currency</b> – The Contractor must maintain currency of their insurances under the Head Agreement. The Contractor must submit new certificates of currency to the Contract Authority, within 30 days of expiry of the previous certificate. Failure to provide certificates of currency of insurances within 30 days of their expiry constitutes a breach of obligation under the Head Agreement.</p> <p><b>Maintain correct pricing</b> for 100% of transactions whereby all service prices are at or below the Maximum Rates for the relevant service types.</p> <p><b><u>Key Performance Indicators</u></b> The Contractor and Contract Authority will monitor the Key Performance Indicators (KPIs) as defined in <b>Appendix 2 – Key Performance Indicators</b>. Performance against the KPIs will be considered in determining whether the Contract Authority exercises its Contract Extension Options.</p> <p><b><u>Contract Authority’s Representative</u></b> The Contract Authority’s Representative will be specified in the Letter.</p> <p><b><u>Contract Authority’s address</u></b> Department of Finance Government Procurement Optima Centre L4, 16 Parkland Road Osborne Park WA 6017</p>
<p><b>11. Confidential Information</b></p>	<p>The Contract Authority specifies the following information to be “Confidential Information” under paragraph (b) of the definition of “Confidential Information” in clause 2.1 of the General Conditions: <b><u>Client Confidentiality</u></b> The Contractor and all of its personnel engaged under this Common Use Arrangement and any Customer Contract shall be required to treat all aspects of service provision, including oral as well as written material made available as confidential. A breach of confidentiality shall be considered a breach of this Common Use Arrangement and any Customer Contract and shall be grounds for termination of this Common Use Arrangement and any Customer Contract.</p>
<p><b>12. Panel Arrangement</b></p>	<p>This Request is to establish a Panel Arrangement. Clause 4(b) of the General Conditions applies.</p>
<p><b>13. Police Clearance</b></p>	<p>Clause 18.4 of the General Conditions applies.</p>
<p><b>14. Confidential Declaration – Prevention of Paedophilia</b></p>	<p>Clause 18.5 of the General Conditions does not apply.</p>
<p><b>15. Warranties</b></p>	<p>For the purposes of clause 19.5 of the General Conditions, no warranties are specified.</p>
<p><b>16. Intellectual Property Owner</b></p>	<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>
<p><b>17. Publicity</b></p>	<p>For the purposes of clause 24.4 of the General Conditions, no other Public</p>

**PART A HEAD AGREEMENT DETAILS AND CUSTOMER CONTRACT DETAILS - RESPONDENT TO READ AND KEEP THIS PART A**

	Authority is specified.
<b>18. Termination Without Cause</b>	<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>

## **CUSTOMER CONTRACT DETAILS**

<b>1. Customer</b>	The Customer will be specified in the Order.
<b>2. The Term of the Customer Contract</b>	The Term of the Customer Contract will be specified in the Order.
<b>3. Commencement Date</b>	The Customer will notify the Contractor of the Commencement Date in the Letter.
<b>4. Extensions</b>	The extension options will be specified in the Order.
<b>5. Notice of Extension</b>	Clause 3.4 of the General Conditions applies.
<b>6. Price Variation</b>	The Price is fixed for the Term. In the event that new Head Agreement prices become effective during the Term of the Customer Contract and the Customer chooses to extend the Customer Contract, the new Head Agreement prices will apply from the commencement date of the Extension.
<b>7. Public Liability</b>	Public liability insurance covering the legal liability of the Contractor and the Contractor's Personnel arising out of the Services for an amount of not less than <b>\$10 million</b> for any one occurrence and unlimited in the number of occurrences happening in the period of insurance.
<b>8. Professional Indemnity.</b>	<p>Professional indemnity insurance covering the legal liability of the Contractor and the Contractor's Personnel under the Customer Contract, arising out of any act, negligence, error or omission made or done by or on behalf of the Contractor, or any subcontractor in connection with the Contract for a sum of <b>\$2 million</b> for any one claim and in the annual aggregate, with a provision of one automatic reinstatement of the full sum insured in any one period of insurance.</p> <p>Professional indemnity insurance required under this clause must include:</p> <ol style="list-style-type: none"> <li>a) fraud and dishonesty;</li> <li>b) defamation;</li> <li>c) infringement of intellectual property rights;</li> <li>d) loss of or damage to documents and data; and</li> <li>e) breach of Australian Consumer Law.</li> </ol>
<b>9. Workers' Compensation</b>	Workers' compensation insurance in accordance with the provisions of the <i>Workers' Compensation and Injury Management Act 1981 (WA)</i> , including cover for common law liability for an amount of not less than <b>\$50 million</b> for any one occurrence in respect of workers of the Contractor. The insurance policy must be extended to cover any claims and liability that may arise with an indemnity under section 175(2) of the <i>Workers' Compensation and Injury Management Act 1981</i> .
<b>10. Motor vehicle third party</b>	<b>Motor vehicle third party</b> insurance covering legal liability against property damage and bodily injury to, or death of, persons (other than compulsory third party motor vehicle insurance) caused by motor vehicles used in connection with the Products and / or Services for an amount of not less than <b>\$30 million</b> for any one occurrence or accident.
<b>11. Compulsory third party</b>	<b>Compulsory third party</b> insurance as required under any statute relating to motor vehicles used in connection with the Products and / or Services.
<b>12. Contract Management Requirements</b>	<p>If a long term contract is established the Contractor and Customer may agree upon Customer specific requirements where these differ from the Head Agreement including:</p> <ul style="list-style-type: none"> <li>• Reporting;</li> <li>• Meetings; and</li> <li>• Key Performance Indicators.</li> </ul>
<b>13. Confidential Information</b>	<p>The Customer specifies the following information to be "Confidential Information" under paragraph (b) of the definition of "Confidential Information" in clause 2.1 of the General Conditions:</p> <p>All information specified in the Order is Confidential Information.</p>

**PART A HEAD AGREEMENT DETAILS AND CUSTOMER CONTRACT DETAILS - RESPONDENT TO READ AND KEEP THIS PART A**

<b>14. Police Clearance</b>	Clause 18.4 of the General Conditions applies.
<b>15. Confidential Declaration – Prevention of Paedophilia</b>	Clause 18.5 of the General Conditions applies.
<b>16. Warranties</b>	For the purposes of clause 19.5 of the General Conditions, no warranties are specified.
<b>17. Intellectual Property Owner</b>	Clause 23.1 (a) of the General Conditions applies.
<b>18. Working Papers</b>	Clause 23.1 (e) of the General Conditions applies.
<b>19. Publicity</b>	For the purposes of clause 24.4 of the General Conditions, no other Public Authority is specified.
<b>20. Government Policies</b>	For the purposes of clause 32 of the General Conditions, no obligations relating to Government procurement policies are specified.

## SCHEDULE 2 - SPECIFICATION / STATEMENT OF REQUIREMENTS

### 1. STATEMENT OF REQUIREMENTS

Western Australian Public Authorities and other Approved CUA Users (such as public benevolent institutions) are required to use interpreting and translating services to assist Western Australians who are unable to communicate effectively in spoken or written English. This includes Western Australians from culturally and linguistically diverse (CaLD) backgrounds, Aboriginal Australians and those who are deaf or hearing impaired.

This CUA for Interpreting and Translating Services comprises of three categories:

- Category A: CaLD Languages;
- Category B: Aboriginal Australian Languages; and
- Category C: Auslan.

Research conducted by Government Procurement, identifies over 50 Public Authorities and other approved users that secured the use of interpreting and translation services between 2012 and 2016. This involved a total annual expenditure of approximately \$4 million per annum of which over 95% was for interpreting services, most of which are provided on-site. A breakdown of transactions by interpreting mode for CUA ITS2012 is included in Appendix 3 – Transactions by Top Customers.

This Request outlines the requirement for a whole of government CUA on behalf of Western Australian Public Authorities and other Approved Users for the provision of interpreting and translating services.

### 2. SPECIFICATION

Services required for the three categories of the CUA for Interpreting and Translating Services are as follows:

Category	Interpreting	Translating
Category A: Culturally and Linguistically Diverse (CaLD) Languages	Y	Y
Category B: Aboriginal Australian Languages	Y	Y <sup>1</sup>
Category C: Auslan	Y	Y <sup>2</sup>

**Notes:**

1 There may only be limited demand for translation of Aboriginal Australian Languages

2 Auslan is not a written language however signs may be translated to text or vice-versa.

A panel of Contractors will be appointed to service the abovementioned categories with a panel of one or more Contractors.

The *Western Australian Language Services Policy (2014)* requires WA government agencies to plan for, fund and deliver language services to Western Australians who are unable to communicate effectively in spoken or written English.

The policy requires Contractors to provide interpreters and translators that are certified by the National Accreditation Authority for Translators and Interpreters (NAATI), or tertiary qualified (preferably both) to clients.

The CUA will be non-mandatory for Western Australian Public Authorities to select a Contractor who best meets their needs.

It is intended that in the first instance Public Authorities will utilise the CUA Contractors, however where not practical or reasonable for operational purposes, Public Authorities may source alternative suppliers.

Customers will reserve the right to request information pertaining to the qualifications /credentials of language services personnel prior to the service being provided.

## 2.1 DEFINITIONS

**Customer** – Approved CUA Users as published at [www.finance.wa.gov.au](http://www.finance.wa.gov.au) including:

- WA Public Authorities (a department of the Public Service of the State or an agency, authority or instrumentality of the Crown in right of the State) under the State Supply Commission's jurisdiction;
- approved Government entities not under the State Supply Commission's jurisdiction;
- approved Public Benevolent Institutions (PBIs); and
- other bodies approved by Finance such as Local Government and Universities.

**Language Services Personnel (“personnel”)** – The interpreter and/or translator offered to the Customer to provide services under this CUA.

## 2.2 LANGUAGES WITHIN SCOPE

The Contractor may provide language services (interpreting and/or translating) for any languages applicable to the categories to which it is Awarded:

- **Category A:** Language services for any CaLD languages for which the Contractor has personnel with suitable qualifications and/or credentials;
- **Category B:** Language services may be provided for any Aboriginal languages spoken within WA for which the Contractor has suitably qualified and/or credentialed language services personnel; and
- **Category C:** Language services may be provided for Auslan. Other non-oral languages are outside of the scope of this CUA.

## 2.3 INTERPRETING SERVICES

Interpreting involves conveying oral or signed messages or statements from one language into another with accuracy and objectivity to enable communication between parties who use different languages. This CUA will include the following interpreting services communication methods:

- on-site (face to face);

- telephone; and
- video conference interpreting (using visual mediums such as Skype).

On-site is most commonly required method of interpreting and there is a preference to engage Contractors with local knowledge that provide WA based personnel to deliver these face to face services.

Interpreting services will generally be engaged on an hourly basis, however some Customers will require half day or full day service assignments.

### 2.3.1 MODES OF INTERPRETING

#### Consecutive Interpreting

Consecutive interpreting is the standard form of interpretation required by most Customers regardless of whether it is undertaken on-site, via video conference or by telephone. In this mode the interpreter speaks after the source-language speaker has finished speaking, typically several sentences.

#### Simultaneous Interpreting

Simultaneous interpreting involves an interpreter rendering a message in real time from one language into another while the original speech is in progress. This mode is typically used for formal or large group settings rather than in conversational environments and may require audio visual aids like microphones, headsets and a soundproof booth.

Simultaneous interpreting requires highly specialised interpreters and is not the standard service mode provided under the CUA. The Customer must clearly specify to the Contractor where this mode of interpreting is required.

#### Other Interpreting Modes

The Customer may require Deaf Relay Interpreting as outlined in section 2.3.2 below.

### 2.3.2 DEAF RELAY INTERPRETING

Deaf relay interpreting involves using a range of extra communication skills and knowledge to address complex situations, such as for clients that are deaf and non-English speaking. A Deaf Relay Interpreter (DRI) is an interpreter that typically works with an Auslan Interpreter to connect hearing and deaf clients. Some of the skills DRIs engaged under the CUA are expected to include, but are not limited to:

- Auslan variation;
- a range of linguistic communications strategies;
- International sign;
- gesture and mime;
- use of props and drawings;
- deaf-blind signing techniques;
- Indigenous sign;
- English literacy; and
- deaf community and culture.

In addition to the qualifications and credentials listed in section **2.6 – Qualifications and Credentials** DRIs should also possess certification in Deaf Relay Interpreting from a Registered Training Organisation.

## **2.4 TRANSLATING SERVICES**

Translating involves a written transfer of a message or statement from one language to another with accuracy and objectivity to enable communication between parties who use different languages.

All translations should be subject to an accuracy check, however some Customers may also request additional review of the translation including editing and/or a certificate that the translation is accurate and faithful to the translator's best ability.

Translators will be engaged on the basis of either the number of words or an overall product.

### **2.4.1 TRANSLATION MATERIAL**

There is a range of material that the Customer may require translations for including but not limited to the following:

- legal documents;
- website translation (including translation of existing web pages or new designs incorporating use of html, JavaScript, xml etc);
- medical and pharmaceutical documents;
- product catalogues;
- contractual agreements;
- Government policy documents;
- business proposals;
- financial documents i.e. insurance papers, financial statements, annual reports;
- marketing and advertising material;
- videos and promotional materials;
- certificates; and
- business cards.

### **2.4.2 MULTILINGUAL DESKTOP PUBLISHING**

The Customer may require multilingual desktop publishing or the creation of documents using graphic design including:

- print design;
- translations; and
- typesetting and e-translations (electronic translating) which does not include arranging printing of hard copy documents.

## 2.5 LANGUAGE SERVICES PERSONNEL

Personnel engaged to provide language services must possess the necessary skills, experience, qualifications and credentials to deliver the required services. It is the responsibility of the Contractor to understand each service assignment and ensure that its personnel are appropriately matched.

The Customer reserves the right to request alternative personnel where proposed personnel are deemed unsuitable.

## 2.6 QUALIFICATIONS AND CREDENTIALS

To comply with the *WA Language Services Policy (2014)* the Customer will, on most occasions seek personnel that have formal qualifications and NAATI credentials for interpreting and/or translating where possible. For languages where NAATI credentials and formal qualifications are available it is preferable for personnel to possess both.

For some Aboriginal Australian languages or CaLD languages with lower community demand a formal Australian qualification or NAATI credential may not be available. In these instances the Contractor may propose personnel who, at a minimum obtain NAATI recognition or complete generic interpreting or translating training.

Where personnel without formal qualifications or credentials are proposed the Contractor must inform the Customer and provide written documentation of the reasons for proposing such personnel. The Customer must confirm that any non-accredited and unqualified personnel are acceptable prior to commencing any service assignments.

In addition to the qualification and credentials achieved by personnel, the Customer may prefer to secure personnel who have specialised training and/or experience in relevant fields (such as in health or legal fields). The Contractor shall promote and support further education, training and professional development of its personnel. This includes supporting specific training in specialised fields such as law or health.

### 2.6.1 QUALIFICATIONS

Wherever possible, the contractor will provide personnel who have a formal qualification, either from a university or a State training provider or other registered training provider in interpreting and/or translating.

University qualifications may be either a bachelor's or master's degree, obtained from a university in Australia or overseas in interpreting or translating.

Vocational education and training qualifications obtained through a State training provider or other registered training organisation may include:

- Advanced Diploma of Interpreting;
- Advanced Diploma of Translating;
- Diploma of Interpreting; and
- Diploma of Translating.

## 2.6.2 CREDENTIALS

Ideally, personnel will have current credentials issued by the National Accreditation Authority for Translators and Interpreters Ltd (NAATI) in addition to qualifications. The four current levels of certification (accreditation) are:

Interpreting	Translating
Paraprofessional	Paraprofessional
Professional	Professional
Conference	Advanced
Conference (Senior)	Advanced (Senior)

Specific information on these levels of credentials can be obtained from the NAATI website at:

[https://www.naati.com.au/media/1109/outline\\_naati\\_credentials.pdf](https://www.naati.com.au/media/1109/outline_naati_credentials.pdf)<sup>1</sup>

## 2.6.3 NAATI RECOGNITION

For some Aboriginal and new migrant community languages a formal qualification and NAATI certification may not be available. In these instances, personnel may obtain NAATI Recognition, or registration with organisations with which NAATI collaborates such as the Kimberley Interpreting Service.

NAATI Recognition is no longer valid where NAATI certification becomes available for a given language, and personnel are required to obtain certification in order to have a valid NAATI credential in that language.

## 2.7 PROFESSIONAL ASSOCIATIONS

Professional Associations lead and promote industry best practice in the provision of language services. These associations encourage service improvement and require members to abide by a code of ethics.<sup>2</sup> Contractors should encourage and facilitate its personnel to obtain membership of relevant professional associations, where practical.

Some examples of professional associations include, but are not limited to the Australian Institute of Interpreters and Translators (AUSIT), the Western Australian Institute of Translators and Interpreters (WAITI) and the Australian Sign Language Interpreters' Association (ASLIA).

## 2.8 SERVICE REQUIREMENTS

The provision of language services requires a shared responsibility between the Customer and the Contractor.

<sup>1</sup> It is noted that NAATI is currently revising its certification scheme which will include new nomenclature. See: <https://www.naati.com.au/media/1531/naati-certification-model-v482-board-approved.pdf>

<sup>2</sup> Note that Holders of NAATI certification are also required to adhere to a code of ethics.

It is the responsibility of the Customer to provide sufficient information to enable the Contractor to match the most appropriate personnel to each service assignment. The Customer's responsibilities are defined in the *WA Language Services Policy (2014)* and include, but are not limited to:

- Ensuring that all relevant staff are trained in working with interpreters;
- Clearly defining the job setting and scope of work required;
- Assessing and confirming whether personnel credentials and/or qualifications are appropriate to commence the service assignment; and
- Supporting the service delivery by providing documentation, briefings, technical tools and a safe and healthy environment.

The Customer must also contribute to monitoring and evaluation of service quality in collaboration with the Contractor and the Contract Authority.

The Contractor is responsible for the provision of interpreting and translating services including matching appropriate personnel to each service assignment including:

- ensuring personnel have qualifications and/or credentials compliant with the *Western Australian Language Services Policy (2014)* and that are sufficient to meet the scope of work requested by the Customer;
- applying a system of quality assurance that contributes to continuous improvement of service outcomes;
- matching personnel in consideration of factors such as culture, gender and language; and
- ensuring that all interpreters and translators adhere to AUSIT or ASLIA codes of ethics for Interpreters and Translators.

The Customer's and Contractor's obligations for specific areas of service are outlined in sections 2.8.1 to 2.8.5 below.

### 2.8.1 QUALITY

To ensure appropriate levels of quality the **Customer** must provide the Contractor with clear specifications for each service assignment, including the context (i.e. medical, legal) and any other relevant requirements.

The **Contractor** must ensure that the provision of its language services is timely, meets customer expectations and is compliant with the *WA Language Services Policy (2014)*. This includes providing accurate, professional, and impartial language interpreting, and translations and maintaining client confidentiality at all times.

The **Contractor** must review its service quality regularly through measures including but not limited to:

- monitoring and evaluating service assignments;
- reviewing the outcomes achieved from each assignment; and
- recommending improvements to service delivery for the Customer.

### 2.8.2 COMPETENCY

The **Contractor** must ensure that it understands the service assignment specifications, setting and competency requirements in order to match the most appropriate practitioner to the job. Personnel with appropriate qualifications,

credentials, experience and other relevant skills must be allocated to the service assignment.

The **Customer** shall be responsible for monitoring and evaluating the quality of language services provided and providing feedback to the Contract Authority and the Contractor in order to assure quality and inform service improvements.

### 2.8.3 CULTURAL AWARENESS

The Contractor must ensure that it understands each service assignment and that it considers cultural factors in its matching of interpreters to clients. These factors include, but are not limited to:

- ensuring interpreters are aware of appropriate cultural norms;
- noting any kin/family relationships between an interpreter and a client. The Contractor should establish that there is no close relationship between a client and an interpreter where possible. Similarly for Aboriginal clients the Contractor should also consider factors such as skin groups before allocating an interpreter; and
- gender appropriate interpreters. For example female clients from Aboriginal backgrounds will usually prefer a female interpreter. Similarly in instances where sensitive medical subjects are involved it may not be appropriate to engage an interpreter of another gender to the client (such as for male urology).

### 2.8.4 LANGUAGE SELECTION

The Contractor must ensure that it matches the most appropriate language services personnel to all of its service assignments.

Many clients that require interpreting services may be from multi-lingual nations and/or competent in more than one language. In these instances the Contractor shall engage with the Customer to identify the most appropriate language for which an interpreter can be provided. This may include the provision of an alternative language where a requested language is not available.

For example the official language of India is Hindi, however there are over 30 languages with more than a million native speakers. Some clients may request an interpreter for a language for which the Contractor does not have access to but may also speak other Indian languages (such as Hindi, Tamil or Bengali) as a second language. Similarly some speakers of Chinese dialects may also be able to understand other dialects or Mandarin.

The Contractor must also consider regional variations in languages spoken where it can be critical to identify the client's country of birth as well as languages spoken. For example the Arabic spoken in Algeria may vary considerably from Arabic spoken in the horn of Africa.

### 2.8.5 ETHICS

The Contractor must ensure that all of its personnel maintain a high standard of ethical conduct as per the:

- AUSIT Code of Ethics and Code of Conduct including the nine (9) General Principles; or
- ASLIA Code of Ethics including the five (5) core values specified in this code.

The Customer must also be aware of these requirements where possible. In some instances personnel must withdraw from a service assignment where there is a previously unidentified conflict of interest or where there are concerns around the ability to complete a service assignment competently.

## **2.9 SERVICE HOURS**

The Contractor shall provide language services at times specified by the Customer. The majority of interpreting services will be required during standard office hours, however some Customers will require ‘after hours’ services, including access to a 24 hour interpreting service.

“Standard office hours” are considered to be between 8.00am and 5.00pm Monday to Friday (excluding Public Holidays), Western Australia time.

“After hours” encompass all hours outside of the “standard office hours” defined above and are subdivided into two types:

- “After hours type 1” are considered to be:
  - between 5.00pm and 8.00am Monday to Friday (excluding Public Holidays); and
  - all day Saturday.
- “After hours type 2” are considered to be:
  - all day Sunday; and
  - all day on any Western Australian Public Holiday.

“A “Full Day” of services is considered to be eight (8) hours (inclusive of breaks) and a “Half Day” is defined as four hours (4).

## **2.10 CONTRACT MANAGEMENT**

The Contract Authority will monitor and manage Contractors under this Head Agreement. The Customer may nominate a contract representative to monitor and manage the Customer Contract.

### **2.10.1 CONTRACTOR PROFILE**

It is recommended that the successful Respondent prepare a Contractor Profile to assist the Customer source appropriate personnel and review this profile at least annually from the Contract Commencement Date.

The successful Respondent must promptly notify the Contract Authority on any changes to the circumstances of the organisation including change of address and contact information or company winding up whether voluntary or by court order.

### **2.10.2 REPORTING**

The successful Respondent must accurately record and maintain all transactions made through this CUA and report these transactions quarterly in the Sales Report to the Contract Authority. The format of the Sales Report is detailed in Schedule 16 Appendix 1 - Whole of Government Reporting Requirements.

The successful Respondent must ensure all accounting systems contain sufficient internal controls to maintain the accuracy of the sales and billing data.

The Contract Authority may, at their complete discretion, unilaterally amend the content and format of the reports during the term of the Head Agreement, as may be required from time to time to meet the WA Government's policy commitments and meet the changing and increasing demand for management information.

### 2.10.3 CUA EXTENSIONS AND REFRESH

Prior to exercising extension options, the Contract Authority will review the quarterly sales reports. Where the Contractor has returned nil total sales since the contract award or last extension option, the Contract Authority reserves the right to not exercise the next extension option with that Contractor. This does not restrict clause 3.8 of the General Conditions.

The Contract Authority will undertake an annual review process of the CUA to ensure that Contractors are providing the languages demanded by Customers, particularly new emerging languages, and the contractual obligations including compliance and key performance indicators. The Contract Authority may, at its absolute discretion refresh the CUA to provide the opportunity to alternative suppliers to Offer services where the CUA requirements are not met.

## 3. CUSTOMER SPECIFIC REQUIREMENTS

In addition to the specifications of the Head Agreement, the Contractor must meet the requirements specified by Customers in their Order where agreed. These include but are not limited to:

Customer	Requirements
Department of Education	<ul style="list-style-type: none"> <li>• All language services personnel attending Department of Education sites <u>must</u>, at the Contractor's expense obtain a Working with Children Check prior to commencing work for the department.</li> <li>• Translating must be completed within the timeframe agreed between the Contractor and Customer.</li> <li>• A certificate that a translation is accurate and faithful to the best of the ability of the Translator <u>must</u> be provided with every completed translation where agreed between the Contractor and Customer.</li> </ul>
Department for Child Protection and Family Support	<ul style="list-style-type: none"> <li>• The Contractor must, at its own expense, undertake a compulsory Department for Child Protection and Family Support (CPFS) criminal record check in respect of all proposed Specified Personnel prior to any such personnel entering CPFS premises. To be considered valid these checks must be undertaken within less than six (6) months.</li> <li>• All language services personnel <u>must</u>, at the Contractor's expense obtain a Working with Children Check prior to commencing work for the department.</li> </ul>
Department of Health	<ul style="list-style-type: none"> <li>• Language services personnel attending Department of Health sites where children are present must, at the Contractor's expense obtain a Working with Children</li> </ul>

	<p>Check prior to commencing work.</p> <p>Preference may be given to language services personnel that have:</p> <ul style="list-style-type: none"> <li>• Completed a Health Interpreting Certificate Course;</li> <li>• Completed a Mental Health Interpreting Course; or</li> <li>• Experience in a health setting (particularly previous interpreting and/or translation experience).</li> </ul>
<p>Department of the Attorney General</p>	<ul style="list-style-type: none"> <li>• All interpreters must be appropriately trained and inducted in courtroom practice and procedure. However this induction is not offered by every court and the requirement may be waived in the event that there are insufficient numbers of interpreters with this training.</li> <li>• The Contractor may be required to provide language services using technology such as the videoconferencing facilities provided by the Customer.</li> </ul>
<p>WA Police</p>	<ul style="list-style-type: none"> <li>• The Contractor must provide details of personnel in order for WA Police to conduct integrity checks.</li> <li>• Personnel may be required to attend police stations, private probity, public venues and other places as required by the Customer.</li> <li>• Personnel may be required to interpret during recorded interviews.</li> </ul>

## 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 Details 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;
- 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 Public Authority; and
- e). nominate any Offer Information that the Respondent wishes to expressly and reasonably nominate as confidential for the purposes of the Request Conditions.
- f). Complete the **“CUAITS2017 - Electronic Response Schedule”** Microsoft Excel pro forma document attachment and submit this with the Offer. This attachment must be named as follows:

CUAITS2017 - <Respondent's Name> - Electronic Response Schedule

### 2. IDENTITY OF RESPONDENT

The Respondent must provide the “Identity of Respondent” details for this response in the **“CUAITS2017 - Electronic Response Schedule”** Microsoft Excel pro forma document within the **“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

The Respondent must confirm whether it will comply with the Head Agreement Details. If the Respondent will not comply with any clause of the Head Agreement Details, the Respondent must set out:

- (A) the clause(s) of the Head Agreement Details it will not comply with;
- (B) the extent of non-compliance – including the alternative clause, if any, or a description of any changes it requires to the Head Agreement Details; and
- (C) the reason for non-compliance.

#### **RESPONDENT TO COMPLETE:**

Please respond in the “**CUAITS2017 - Electronic Response Schedule**” Microsoft Excel pro forma document only within the “**ComplianceDisclosure**” worksheet.

##### (ii) Customer Contract

The Respondent must confirm whether it will comply with the Customer Contract (excluding the General Conditions and Schedules). If the Respondent will not comply with any clause of the Customer Contract, the Respondent must set out:

- (A) the clause it will not comply with;
- (B) the extent of non-compliance – including the alternative clause, if any, or a description of any changes it requires to the Customer Contract; and
- (C) the reason for non-compliance.

#### **RESPONDENT TO COMPLETE:**

Please respond in the “**CUAITS2017 - Electronic Response Schedule**” Microsoft Excel pro forma document only within the “**ComplianceDisclosure**” worksheet.

##### (iii) General Conditions / Schedules

The Respondent must confirm whether it will comply with the General Conditions and Schedules. If the Respondent will not comply with any of the General Conditions and Schedules, the Respondent must set out:

- (A) the General Condition / Schedules it will not comply with;
- (B) the extent of non-compliance – including the alternative clause, if any, or a description of any changes it requires to the General Conditions /

Schedules; and

(C) the reason for non-compliance.

**RESPONDENT TO COMPLETE:**

Please respond in the “**CUAITS2017 - Electronic Response Schedule**” Microsoft Excel pro forma document only within the “**ComplianceDisclosure**” worksheet.

**b). DISCLOSURES**

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

**RESPONDENT TO COMPLETE:**

Is the Respondent acting as an agent or trustee for another person or persons?

AND

Is the Respondent acting jointly or in association with another person or persons?

AND

Has the Respondent engaged, or does the Respondent intend to engage, another person or persons as a subcontractor in connection with the supply of the Services?

Please respond in the “**CUAITS2017 - Electronic Response Schedule**” Microsoft Excel pro forma document only within the “**ComplianceDisclosure**” worksheet.

**(ii) Criminal Convictions**

The Respondent must confirm that neither the Respondent nor any person included in the Specified Personnel has been convicted of a criminal offence that is punishable by imprisonment or detention.

**RESPONDENT TO COMPLETE:**

Has the Respondent or any person included in the Specified Personnel been convicted of a criminal offence that is punishable by imprisonment or detention?

Please respond in the “**CUAITS2017 - Electronic Response Schedule**” Microsoft Excel pro forma document only within the “**ComplianceDisclosure**” worksheet.

**(iii) Conflict of Interest**

The Respondent must declare and provide details of any actual, potential or perceived conflict of interest.

**RESPONDENT TO COMPLETE:**

Does the Respondent have any actual, potential or perceived conflict of interest in relation to the performance of the Customer Contract (if awarded) by the Respondent?

Please respond in the “**CUAITS2017 - Electronic Response Schedule**” Microsoft Excel pro forma document only within the “**ComplianceDisclosure**” worksheet.

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

**RESPONDENT TO COMPLETE:**

Is the Respondent:

(A) a small business that employs less than twenty (20) people;

AND/OR

(B) a registered Australian Disability Enterprise (ADE) – registered means to be listed as an approved ADE on the Australian Disability Enterprises website at: [www.ade.org.au/](http://www.ade.org.au/);

AND/OR

(C) a registered Aboriginal Business – the business is to be registered on the Aboriginal Business Directory WA at: <http://www.abdwa.com.au/>.

Please respond in the “**CUAITS2017 - Electronic Response Schedule**” Microsoft Excel pro forma document only within the “**ComplianceDisclosure**” worksheet.

The Respondent should note that its response to this Compliance and Disclosure Requirement:

(A) will be used by the Department of Finance for statistical purposes only; and

(B) will not be used by the Contract Authority or Customer in its evaluation of the Offer.

(v) **Credit Card/Purchasing Card Payment**

The use of credit cards/purchasing cards by agencies is actively promoted as a payment method.

The Respondent is required to disclose whether it agrees to receive credit card/purchasing card payment.

**RESPONDENT TO COMPLETE:**

Does the Respondent agree to receive credit card/purchasing card payments?

Please respond in the “**CUAITS2017 - Electronic Response Schedule**” Microsoft Excel pro forma document only within the “**ComplianceDisclosure**” worksheet.

(Please refer to clause 21.6 of the Request Conditions and General Conditions of Contract for additional information)

(vi) **Competitive Neutrality**

If the Respondent is a tertiary institution or statutory or Government body (including a Public Authority), the Respondent’s Offer must:

(A) be calculated on a full commercial basis (in accordance with the guidelines issued by Western Australian Department of Treasury entitled “Costing and Pricing Government Services – Guidelines for use by agencies in the Western Australian Public Sector, June 2015

<http://www.treasury.wa.gov.au/uploadedFiles/Treasury/Publications/costi>

ng\_and\_pricing\_guidelines\_june2015.pdf

- (B) be certified by the chief executive officer of the Respondent; and
- (C) be verified by an independent expert, if required by the Customer.

Certification must be in the form of a letter from the chief executive officer of the Respondent certifying that the Offer has been calculated on a full commercial basis.

**RESPONDENT TO COMPLETE:**

If the Respondent is a tertiary institution or statutory or Government body (including a Public Authority), has the Respondent included certification as required under this clause?

Please respond in the “**CUAITS2017 - Electronic Response Schedule**” Microsoft Excel pro forma document only within the “**ComplianceDisclosure**” worksheet.

(vii) **Disclosure of Information between State Revenue and the Contract Authority**

(A). **Financial Information**

The Respondent, or if a body corporate, any director or majority shareholder, is required to consent to the Contract Authority making enquiries with the Western Australian Commissioner of State Revenue or his or her delegates as to the financial details of the Respondent, and to the Western Australian Commissioner of State Revenue or his or her delegates disclosing any tax information to the Contract Authority upon application and for the duration of any contract.

**RESPONDENT TO COMPLETE:**

Does the Respondent, or if a body corporate, any director or majority shareholder, consent to the Contract Authority making enquiries with the Western Australian Commissioner of State Revenue or his or her delegates as to the financial details of the Respondent, and to the Western Australian Commissioner of State Revenue or his or her delegates disclosing any tax information to the Contract Authority upon application and for the duration of any contract?

Please respond in the “**CUAITS2017 - Electronic Response Schedule**” Microsoft Excel pro forma document only within the “**ComplianceDisclosure**” worksheet.

(B). **Related Corporations**

The Respondent is required to disclose whether it or if a body corporate, any director or majority shareholder has been a director or majority shareholder of a corporation (other than a publicly listed corporation) which has gone into liquidation, receivership, external administration (or anything analogous to any of these) or any such corporation has entered into an arrangement whereby any Commonwealth or State taxes or charges are outstanding or have been written off either in whole or in part.

**RESPONDENT TO COMPLETE:**

Has the Respondent, or if a body corporate any director or majority shareholder of the Respondent, been a director or majority shareholder of a corporation (other

than a publicly listed corporation) which has gone into liquidation, receivership, external administration (or anything analogous to any of these) or any such corporation has entered into an arrangement whereby any Commonwealth or State taxes or charges are outstanding or have been written off either in whole or in part?

Please respond in the “**CUAITS2017 - Electronic Response Schedule**” Microsoft Excel pro forma document only within the “**ComplianceDisclosure**” worksheet.

**(C). Number of Employees**

The Respondent is required to disclose how many employees it employs, and of those employees what percentage are full-time, part-time and casual.

**RESPONDENT TO COMPLETE:**

How many employees does the respondent employ?

What percentage of these employees are:

1. full time;
2. part time; and
3. casual.

Please respond in the “**CUAITS2017 - Electronic Response Schedule**” Microsoft Excel pro forma document only within the “**ComplianceDisclosure**” worksheet.

**(viii) Independent Evidence of Financial Solvency**

The Respondent is required to provide independent evidence of financial solvency. The independent evidence of financial solvency can be a credit risk report from an independent provider in the last 6 months which clearly indicates the credit risk of engaging with a supplier. For example:

- a “Credit Risk” report from Dunn & Bradstreet; or
- a “Company Credit” report from Veda (Note: a Veda “My Credit File” is not acceptable); or
- a similar report from an alternative provider; or
- a letter signed by an independent accountant within the last 6 months on the accountant’s letterhead stating the following (or similar):

“We act as accountant/s for Company X. We have reviewed the company’s accounts for the period <period must be for the most recent financial year or within last 6 months> and confirm the company is financially solvent and able to pay its debts as and when they become due and payable.” (to be signed with Contact Name and Position Title).

Financial statements, yearly statements, marketing material, or statements from a supplier’s company’s Director/s will not be acceptable forms of a credit report. The Contract Authority or Customer will reserve the right to reject any Offer that does not properly address any of the Compliance and Disclosure Requirements.

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

**RESPONDENT TO COMPLETE:**

Does the Respondent agree to provide independent evidence of financial solvency?

Please respond in the “**CUAITS2017 - Electronic Response Schedule**” Microsoft Excel pro forma document only within the “**ComplianceDisclosure**” worksheet.

## 5. QUALITATIVE REQUIREMENTS

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

Please indicate the categories of interpreting and translating services that you are tendering for:

Category	Service	Offered (please indicate "YES" if tendering for)
Category A – CaLD Languages	Interpreting	
	Translating	
Category B – Aboriginal Australian Languages	Interpreting	
	Translating	
Category C – Auslan	Interpreting	
	Translating	

Respondents are only required to submit one tender submission containing relevant information for all categories tendered. Respondents must address all Qualitative Requirements with reference to the offered services. Where information provided is category specific, the Respondent must make this clear to the Evaluation Panel.

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

a) **Organisational capacity to provide interpreting and translating services** (30% weighting) [37.5%]

The Respondent must address the following:

- (i) Organisational structure and capacity to provide services to WA Customers outlining:
  - (A) An overview of the organisation, its size, geographical location of its office(s);
  - (B) How long it has provided interpreting and/or translating services in WA and in other Australian states (if applicable);
  - (C) Number of employees in the organisation (permanent, casual and subcontracted) located in WA and in other Australian states;
  - (D) The number of staff that will be dedicated to managing the CUA and liaise with customers in the provision of services; and
  - (E) Hours of business, including whether a 24 hour service, or other after-hours services (as defined in **Schedule 2 - Specification / Statement of Requirements**) are offered.
- (ii) Languages offered for each tendered category outlining:

- (A) A list of the languages currently offered using permanent personnel, including any areas of specialisation (e.g. medical/legal);
  - (B) The languages that can be offered through engaging temporary or subcontracted personnel; and
  - (C) Approach to building capacity in order to provide interpreting and/or translating services for newly required languages (such as those for newly arrived migrant communities), particularly to provide on-site language services.
- (iii) Resourcing strategy outlining:
- (A) How personnel are sourced, including any association with other language services organisations to supply services;
  - (B) The screening process used to ensure personnel have suitable credentials, qualifications and meet the requirements specified in **Schedule 2 - Specification / Statement of Requirements**; and
  - (C) The methodology used to ensure continuity of service in periods of high demand where primary personnel may be unavailable.

**RESPONDENT TO COMPLETE:**

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

b) **Methodology and Approach** (30% weighting) [37.5%]

The Respondent must detail:

- (i) Its methodology of matching personnel to service assignments, including meeting the Request requirements as set out in **Schedule 2 - Specification / Statement of Requirements**;
- (ii) Its ability to meet the requirements outlined in **Appendix 2 – Key Performance Indicators**;
- (iii) Its processes to monitor and improve the quality of its services, including specific complaints management processes;
- (iv) The professional development it provides to its personnel including:
  - (A) Ensuring adherence to professional standards and client confidentiality; and
  - (B) Providing membership opportunities to its personnel for professional associations including, but not limited to the Australian Institute of Interpreters and Translators (AUSIT) or Australian Sign Language Interpreters' Association (ASLIA).
- (v) How it supports and/or provides incentives for its language services personnel to undertake further professional development including:
  - (A) Achieving higher levels of accreditation (e.g. from a NAATI paraprofessional to professional level);
  - (B) Further education e.g. diploma or tertiary level qualifications;
  - (C) Training in relevant specialised fields such as health or legal; and
  - (D) Any other relevant training or development programs.

- (vi) Measures to retain qualified and experienced personnel within its organisation; and
- (vii) Method proposed to support reporting and billing under the CUA including a brief overview of the system(s) used, whether reports can be produced for customers and the resources available.

**RESPONDENT TO COMPLETE:**

Respondent to demonstrate suitability of the methodology and approach information required under this clause.

c) **Demonstrated Experience in Supplying Interpreting and Translating Services** (20% weighting) [25%]

The Respondent must:

- (i) Demonstrate its experience in providing interpreting and translating services, including:
  - (A) An overview of its experience in providing language services to customers with complex and diverse needs;
  - (B) An outline of the level of experience of key personnel that will service this CUA, including their accreditation levels as well as any areas of specialisation (such as in the health or legal fields); and
  - (C) An outline of its knowledge of relevant legislation governing the provision of interpreting and translating services in WA.
- (ii) Provide a brief description of interpreting and/or translating services it has provided for **each category** tendered, outlining the scope of service provided (complexity and diversity) in accordance with the following table:

Category	
Volume and Range of services provided	
Customers and organisations for whom services were provided	
Year(s) in which services were performed	

- (iii) Provide a minimum of [2] referees who can verify its experience in providing interpreting and translating services. Referee details must be provided in accordance with the following table:

<b>REFEREE DETAILS</b>	
Name and Position Title	
Name of Referee's Organisation	
Contract Title	
Services Provided and time period	

Telephone Number and Email Address	
---------------------------------------	--

**RESPONDENT TO COMPLETE:**

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

d) **LOCAL CONTENT** (20% weighting) [0%]

When a bid is received from:

- A business that is located in another state or territory of Australia, or in New Zealand under the ANZGPA;
- A business that is located in the United States when the purchase is a “covered procurement” under the AUSFTA;
- A business that is located in Chile when the purchase is a “covered procurement” under the ACI-FTA;
- A business that is located in Korea when the purchase is a “covered procurement” under the KAFTA; or
- A business that is located in Japan when the purchase is a “covered procurement” under the JAEPA,

the local content weighted selection criteria will not be evaluated during the qualitative assessment. Should the local content criterion not be evaluated, the 20% weighting will be divided across the remaining criteria (see [x%] for revised weightings).

The Respondent must address the following:

- (i) The Respondent must specify the location where the following activities will be performed:
  - (A). where the contract management will be based;
  - (B). where nominated subcontractors and suppliers are based; and
  - (C). where its language services personnel are likely to be sourced (e.g. Western Australia, elsewhere within Australia or overseas).
- (ii) The Respondent must estimate the percentage of the total Offered Price as to the amount which represents Contract activities performed in Western Australia, in other Australian States or Territories, New Zealand, the United States, Chile, Korea, Japan and overseas, in accordance with the following table:

	<b>Western Australian Content</b>	<b>Other Australian States, New Zealand, United States, Chile, Korea and Japan</b>	<b>Imported Overseas Content</b>	<b>TOTAL</b>
%	%	%	%	100%

**RESPONDENT TO COMPLETE:**

Respondent to provide the local content information required under this clause.

## 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.

Does the Respondent have the insurance required under Schedule 1 - Head Agreement Details? If yes, please attach the certificates of currency.

#### **RESPONDENT TO COMPLETE:**

Please respond in the “**CUAITS2017 - Electronic Response Schedule**” Microsoft Excel pro forma document only within the “**Insurances**” worksheet.

### CUSTOMER CONTRACT INSURANCE REQUIREMENTS

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

Does the Respondent have the insurance requirements set out in Schedule 1 - Customer Contract Details? If yes, please attach the certificates of currency.

#### **RESPONDENT TO COMPLETE:**

Please respond in the “**CUAITS2017 - Electronic Response Schedule**” Microsoft Excel pro forma document only within the “**Insurances**” worksheet.

## 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 and Customer Contract Details) 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:

Please respond in the “**CUAITS2017 - Electronic Response Schedule**” Microsoft Excel pro forma document only within the “**Pricing - Interpreting**” and “**Pricing – Translation**” worksheets for Interpreting and Translating services as offered respectively.

# **SCHEDULE 4 – UNCONDITIONAL PERFORMANCE GUARANTEE - NOT APPLICABLE**

## **SCHEDULE 5 - ORDER FORM**

A standard email template will be developed to support requests for services from the Customer to the Contractor.

## SCHEDULE 6 - BUYING RULES

The CUA will be non-mandatory for WA Public Authorities and other Approved CUA Users.

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

### **Direct Ad-Hoc Engagement**

Customers can engage one or more Contractor to provide interpreting and/or translating services without calling quotes if the total value of their purchase is less than \$250,000.

The Customer may seek to negotiate with the potential Contractor(s) on quoted rates and/or services before finalising the Order.

The direct buy process is comprised of the following steps:

- Step 1: Customer reviews the buyers guide and price schedule, understanding the services offered by each Contractor;
- Step 2: Customer evaluates the contractors profile and offered rate, and engages with one or more Contractors on a 'value for money' basis;
- Step 3: Customer adds relevant details to standard Order email and sends to the selected Contractor(s), including any negotiated terms or conditions; and
- Step 4: Contractor acknowledges by confirming that the Order is received, and liaises with the Customer to deliver Services as per the Order.

### **Quotes**

The Customer may develop a Customer Contract for longer term engagements.

Where the total value of services exceeds \$250,000 Customers must seek quotes from all Contractors within the category. For example if the Customer requires Auslan interpreting this would include all Contractors qualified to provide Auslan language services.

For either method of service engagement the Customer may negotiate with Contractors to obtain better rates for services, particularly for ongoing services whereby administration/matching costs may be spread across engagement rather than on a transactional basis.

# SCHEDULES 7 TO 15 – NOT APPLICABLE

## **SCHEDULE 16 - ADDITIONAL DOCUMENTS**

**Please note the following appendices and attachments form part of Request CUA ITS2017 – Common Use Arrangement for Interpreting and Translating Services:**

- SCHEDULE 16: APPENDIX 1 – Whole of Government Reporting Requirements;
- SCHEDULE 16: APPENDIX 2 – Key Performance Indicators; and
- SCHEDULE 16: APPENDIX 3 – Transactions by Top Customers.

### **OTHER DOCUMENTS**

- CUAITS2017 – Electronic Response Schedule.

# APPENDIX 1 – Whole of Government Reporting Requirements



Government of Western Australia  
Department of Finance  
Government Procurement

## Government Procurement

CUA ITS2017  
Interpreting and Translating Services

Reporting Requirements for the CUA

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**PDW Database**

Document Version 1.0

Whole of Government Services - Business Analysis

**Please note:** These requirements may be modified before finalisation by the Contract Authority and should be used for example only.

## 1. Intended Audience

This paper is intended for the developers/writers' of reports from your financial and sales systems.

## 2. Background

Government Procurement (GP) requires as part of Common Use Arrangement (CUA) all sales information relating to your sales under the CUAs. You will be required to supply this information in an Excel spreadsheet referred to as a "Sales Report".

To manage the large number of Sales Reports being received GP has implemented a database warehouse solution. This database provides GP with the tools to better analyse sales information, enabling CUAs to be more closely tailored to Government's needs as well as providing superior contract management support information. It is also likely that market share information and comparative performance information could be provided to you on your relative performance under the CUA.

## 3. Sales Report Requirements

Implementation of the database solution means that sales report formats must meet minimum standards relating to layout and content. See Attachment 1 for an example.

### 3.1 Sales Report Frequency

All categories of this CUA require sales reporting on a quarterly basis. Reports are due within 30 days of the end of the quarter. Note that your invoicing period may differ from our sales reporting period, only include invoices that have been issued within our reporting period.

### 3.2 File Name of the Sales Report

Sales reports are to be named in the format below:

**CUA or Panel yymm yymm Supplier Name**

For Example

**ITS2017 1710 1712 ABC123 Interpreting**

The naming of the sales report is made up of the CUA or Panel (ITS2017), the date range of the report (eg. 1710 1712 is October 2017 to December 2017) and the supplier name (ABC123 Interpreting).

### 3.3 Delivery Method

Sales reports are to be emailed to a centralised email address mentioned below.

Email: [sales.reports@finance.wa.gov.au](mailto:sales.reports@finance.wa.gov.au)

A copy (cc) of this report must be sent to the Contract Manager.

OR

Sales reports are to be uploaded via the Supplier Portal.

### 3.4 Sales Report Format

The essential requirements for the format are as follows:

- Flat file format i.e. headings in the first line only
- Consistent and not changed over time
- Data fields should have normalised data
- Data rows show each transactional line
- Provided electronically in a \*.csv or MS Excel format

### 3.5 Data Set

Please see Reporting Requirements Attachments 1-2 for the required dataset, product codes and categories or sub categories for each panel for reporting each transaction under the Interpreting and Translating Services CUA.

## 4. Implementation

It is strongly recommended that you develop a report that extracts data directly from your financial/sales system in the required format avoiding manual manipulation of sales reports to meet the needed standard. The advantage of developing sales reports in this manner is that it minimises errors, simplifies production of reports on an ongoing basis and significantly reduces the resources required to produce the sales reports.

## 5. Sales Report Business Rules

The specific business rules that sales reports must comply with are listed below.

### 5.1 Spreadsheets

- Auto filter must not be turned on anywhere within the spreadsheet.
- Spreadsheets must not contain data for more than one reporting period.
- Summaries are not to be included as the first tab on any spreadsheets.

### 5.2 Worksheets

- No hidden worksheets.
- No leading or trailing spaces in worksheet names.
- No totals or subtotals.
- No hidden columns.
- No additional columns.
- No merged cells.
- No charts, logos or other embedded objects.
- No strikethrough fonts.
- No formatting.
- No text in numeric fields. (Such as Nil in a quantity or currency (\$) field).
- No blanks in numeric fields, use zeros ('0').
- No currency (\$) formatting with a dash, use zeros instead ('0').
- No drop down lists.

- No dittos or blank fields to represent repeated data, each row must be self-contained.
- A blank cell does not mean the same as the cell above. Repeat information on every row.
- Information should be in a separate column and not embedded in a description.

### 5.3 Columns

- One header row – do not merge cells or change the order.
- Each column name is unique.
- Each column must represent one piece of information.
- The column name must not change over time (it cannot represent a changing value like a month).
- No hidden columns.

### 5.4 Data

- Do not include sub-totals or totals.
- Do not to use abbreviations.
- Dedicate a row (Line) of information for specific service (Do not mix different service data on the same line).
- Dedicate separate rows to each service hours type where multiple types are applicable to a single invoice. For example 2 separate rows should be used where an interpreter completes 3 hours on-site work during standard office hours and 2 hours after hours for the same transaction.
- All Currency fields must be **GST Inclusive**, unless otherwise specified.
- Quantity columns can't be blank, use zeros ('0') if necessary.
- Use Finance allocated codes – unless otherwise agreed.
- Our preference for the date format is dd/mm/yyyy. If the invoice / statement covers a range of dates, e.g. 1 – 10 November 2017, use only the first date i.e. 01/11/2017
- Our preference for the currency format is '0.00' (2 decimal points).
- All columns are mandatory unless otherwise indicated.

# Reporting Requirements Attachment 1

## Example of ITS2017 – Interpreting and Translating Services

Buying Entity	Buyer Name	Buyer Email	Buyer Contact Number	Invoice Number	Invoice Date	Category	Service Type	Description	Language
Highgate Primary School	Steve Bloggs	stephen.bloggs@education.wa.edu.au	08 9254 3388	ED12345	06/11/2017	A	On-Site	Parent Information	Mandarin
Highgate Primary School	Steve Bloggs	stephen.bloggs@education.wa.edu.au	08 9254 3388	ED12345	06/11/2017	A	On-Site	Parent Information	Mandarin
Department of Health Princess Margaret Hospital	John Smith	John.Smith@health.wa.gov.au	08 9435 2764	B13312	07/11/2017	B	On-Site	Medical Interpreting	Kriol
Disability Services Commission	Fred Bloggs	Fred.Bloggs@dsc.wa.gov.au	08 9222 3722	D00007	12/11/2017	A	Translation	Development of Community	Japanese
Department of Health Bunbury Hospital	John Roe	John.Roe@health.wa.gov.au	08 9435 2862	HEL54321	14/11/2017	A	Telephone	Emergency Medical	Italian

Personnel Name	Qualification Level	Service Hours Type	Quantity	Base Price	Service Rate	Additional Pricing	Total Price
Zhang San	Bachelor	Standard	90	40.00	80.00	10.00	170.00
Jane Doe	Bachelor	After Hours Type 1	60	0.00	93.75	0.00	93.75
Richard Roe	Diploma	Standard	60	35.00	120.00	0.00	155.00
Taro Yamada	Bachelor	N/A	600	20.00	600.00	20.00	640.00
Piero Pers	Advanced Diploma	After Hours Type 1	30	15.00	70.00	15.00	65.00

**ITS2017 Dataset Field Descriptions**

Excel Column	Spreadsheet Header	Input Type	Description	Example	Field Requirement
A	Buying Entity	Text	The lowest business unit level that the order originated from (e.g. Highgate Primary School rather than Department of Education)	Highgate Primary School	Mandatory
B	Buyer Name	Text	Non-abbreviated first name and surname of the Buying Entity Contract at the Buying Entity who ordered the services or to whom the account is registered to	Steve Bloggs	Mandatory
C	Buyer Email	Text	Email address of the Buying Entity Contact	Steve.Bloggs@education.wa.edu.au	Mandatory
D	Buyer Contact Number	Text	Phone number of the Buying Entity Contact	08 9254 3388	Mandatory
E	Invoice/Job Number	Text	Unique invoice number issued by the Contractor	ED12345	Mandatory
F	Invoice Date	Date	Date of issue of the invoice	06/11/2017	Mandatory
G	Category	Text	Category of the services provided, refer to Table 1 of Attachment 2	A	Mandatory
H	Service Type	Text	The type of service being provided, refer to Table 2 of Attachment 2	On-Site	Mandatory
I	Description	Text	Brief description of the services provided (where available)	Parent Information	Non-Mandatory
J	Language	Text	The language being interpreted or translated	Mandarin	Mandatory
K	Personnel Name	Text	The name of the personnel providing language services	Zhang San	Mandatory
L	Qualification Level	Text	The language qualification of the service personnel.	Bachelor	Mandatory
M	Service Hours Type	Text	The service hours type when the language services were provided, refer to Table 3 of Attachment 2 (if partly during business hours and partly after hours please split transaction across separate rows); or N/A (if Translation).	Standard	Mandatory
N	Quantity	Number	The number of minutes taken to provide the service (Interpreting); or The number of words translated (translation).	90	Mandatory
O	Base Price	Currency	The base price applicable to the Interpreting Assignment (inclusive of	40.00	Mandatory

**SCHEDULE 16 – ADDITIONAL DOCUMENTS**

Excel Column	Spreadsheet Header	Input Type	Description	Example	Field Requirement
			administrative costs, preparation/briefing, travel, parking, managing equipment etc) including GST		
P	Service Rate	Currency	The services rate (hourly rate, half day rate, full day rate or per 100 word rate as applicable) including GST This rate excludes base price and additional costs.	80.00	Mandatory
Q	Additional Pricing	Currency	Any additional costs applicable to the transaction (such as regional travel) including GST	10.00	Mandatory
R	Total Price	Currency	The total price for the service provided including GST	170.00	Mandatory

**Example of ITS2017 Nil Report**

A “Nil Report” is where there has been no business conducted with the government agencies for that quarter. A blank sales report with only the header will still need to be submitted.

Buying Entity	Buyer Name	Buyer Email	Buyer Contact Number	Invoice Number	Invoice Date	Category	Service Type	Description	Language

  

Personnel Name	Qualification	Service Hours Type	Quantity	Base Price	Service Rate	Additional Pricing	Total Price

## Reporting Requirements Attachment 2

**Table 1 - Category**

Category	Category Description
A	Culturally and Linguistically Diverse (CaLD) Languages
B	Aboriginal Australian Languages
C	Auslan

**Table 2 – Service Types**

Service Type
On-Site
Telephone
Video conference
Translation
Other

**Table 3 – Service Hours Type**

Service Hours Type	Service Hours Type Description
Standard	Standard Office Hours - 8.00am and 5.00pm Monday to Friday (excluding Public Holidays), Perth Western Australia time
After Hours Type 1	5pm - 8am Mon to Fri; and All Day Saturday
After Hours Type 2	All Day Sunday and Western Australian Public Holidays

## APPENDIX 2 – Key Performance Indicators

The Contractor must meet or exceed the targets specified for the key performance indicators below and report on these quarterly.

Indicator	Measure	Target
Timeliness in processing order requests	Hours taken from the first contact made with the customer to confirming personnel to fulfil the order.	24 hours
Customer satisfaction	Proportion of customers reporting satisfaction with services during the measurement period. Customer satisfaction includes: <ul style="list-style-type: none"> <li>• Responsiveness of Contractor;</li> <li>• Timeliness of personnel;</li> <li>• Availability of suitable personnel; and</li> <li>• Quality of personnel (including qualifications and accreditation).</li> </ul>	90%
Attendance	Proportion of on-site interpreting service assignments where personnel attend	98%
Number of complaints received	The number of complaints received during the measurement period	Less than 5% of all service assignments
Responsiveness to complaints	Proportion of customer complaints responded to within five (5) business days, unless otherwise agreed between the Contract Authority and Contractor.	98% (within specified timeframes)
Time to resolve issues/complaints	Proportion of customer issues/complaints resolved within 10 business days, unless otherwise agreed between the Contract Authority and Contractor.	95% (within specified timeframes)

**Additional indicators**

The Contractor must report on the following indicators annually or on a basis as agreed with the Contract Authority:

<b>Indicator</b>
Number of: <ul style="list-style-type: none"> <li>a) administrative staff; and</li> <li>b) service personnel.</li> </ul>
Estimated hours spent on education and training of personnel
Percentage of personnel with: <ul style="list-style-type: none"> <li>a) Tertiary qualifications; and</li> <li>b) NAATI Credentials (by level, if available).</li> </ul>
Average appointment time for: <ul style="list-style-type: none"> <li>a) On-site interpreting; and</li> <li>b) Phone interpreting.</li> </ul>

## APPENDIX 3 – Transactions by Top Customers

The number of on-site and telephone interpreting transactions for the top ten Customers under the previous CUA (October 2012 to December 2016) are outlined in the table below.

Spend Rank	Customer Name	On-Site	Telephone	Percent On-Site
1	Department of Health	31,590	9,319	77%
2	Department of the Attorney General	8,643	504	94%
3	Department of Education	6,001	3,457	63%
4	Department for Child Protection and Family Support	2,104	5,138	29%
5	Western Australia Police	903	1,426	39%
6	Department of Housing	2,282	1,672	58%
7	Legal Aid Commission of Western Australia	1,005	1,162	46%
8	State Training Providers	493	652	43%
9	Disability Services Commission	576	169	77%
10	Department of Corrective Services	495	176	74%