Your ref: [Service Provider's Reference] (delete line if no reference given)

Our ref: [Electronic Document No.]

Enquiries: [Name]

Telephone: [Telephone Number]

[Name] *(title initial surname e.g. Mr B Citizen)*

[Title]

[Organisation]

[Street]

[CITY STATE POSTCODE]

Dear Mr/Mrs/Ms [Surname]

# ADVICE OF ACCEPTANCE OF OFFER FOR Community Services REQUEST [community services request number] FOR [Insert community services request TITLE]

I refer to the “preferred Respondent” letter dated [date]. [only applicable if preferred Respondent letter previously sent to service provider – if so, also include “now” in next paragraph]

The [insert State Party name – this must be the name which appeared on the front page of the Request as the "State Party"] (the 'State Party') is [now] pleased to accept your Offer relating to the above Community Services Request. Acceptance of this Offer creates a Service Agreement between  [Name of service provider] (the ‘Service Provider’) *[include ACN, ABN and/or “trading as” if applicable]* and the State Party.

The Service Agreement is for the provision of [description of community services] for a period of [number of years] year/s from [start date e.g. 1 July 20YY] to [finish date e.g. 30 June 20YY].

There is one, two-year extension options, exercisable at the absolute discretion of the State Party. [only include if applicable]

The following details have been accepted:

**Price (including GST and extension options)[[1]](#footnote-1), [[2]](#footnote-2)**: [Insert price details]

**Service Payment Variation:** [price basis details]

**Terms & Conditions:** Note that these are terms and conditions accepted by the State Party for the purposes of the Service Agreement which constitute departures from, or variation of, the Community Services Request document and/or the General Provisions for the Purchase of Community Services by State Agencies – November 2022 Edition.

[insert those terms and conditions, if any, that are additional to those contained in the Community Services Request and/or General Provisions, e.g. amended and/or additional terms or conditions contained in the Respondent’s Offer that have been accepted by the State Party.]

#### **Management Issues:**

(a) For this agreement, your initial State Party point of contact is [insert person’s name] on (08) [insert telephone number]. [person’s name] is responsible for the following service agreement management issues:

 [add/delete from the list below]

* performance monitoring of service provider;
* minor dispute resolution issues;
* day-to-day service provider arrangements such as premises access and security issues;
* statutory compliance issues such as occupational health and safety, environmental, industrial and human resource management issues;
* payments and remuneration arrangements including invoice processing; and
* monitoring the currency of relevant insurance coverage.

(b) Payment of Accounts:

Invoices must be sent to: [Contact name]

[Branch]

[Department]

[Address]

(c) As the Principal to the contract, the State Party is also responsible for major dispute resolution, extensions, variations and termination.

For further information please contact [insert contact persons Name, Position Title] on (08) [insert telephone number].

Yours sincerely

[Name of Accountable Authority or Delegate]
[Title]
[Date]

1. [Name of service provider] has confirmed the Price is sustainable. [↑](#footnote-ref-1)
2. The ‘Original Contract Value’ published on Tenders WA includes indicative indexation at a rate of #%. [↑](#footnote-ref-2)