Community Services Request For:

[Insert service agreement title]

**Request Number:** [Insert]

**Issued By:** [Insert State Party entity name] **– (“State Party”)** [For a government department, the legal entity name is 'State of Western Australia acting through [insert name of department]'. For a statutory authority or other body corporate, the legal entity name is the body corporate name specified in the relevant enabling legislation].

**Closing Time:** [time] [am/pm], [date], **Perth**, **Western Australia** [Closing Time should be completed by inserting a time (usually 2:30PM). Do not add words such as ‘Western Standard Time’ or ‘Daylight Saving Time’.]

[Please note: The text in red font represents drafting instructions. Any areas that are highlighted in yellow require the State Party to input information. Sections listed in black must be included in the Request document. Sections listed in blue are optional. For further information about how to fill out this template, please contact *Finance*.]

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# Part A: What are the services to be purchased?

Respondents are to read and keep this part.

## Background

[This section should provide Respondents with information about the community need that has prompted the State Party to issue this Request. Briefly explain what the State Party is seeking and provide an overall picture of what the Respondents are being asked to do.]

[Insert a brief overview of the Service Requirement].

## Service Requirement

### Domain and Community Outcomes

[The domain is a wellness category for whole populations of the Western Australian community. The community outcomes are the desired impact or change that the State Party is seeking to achieve within the community. The domain and at least two community outcomes should be drawn from the [*Outcomes Measurement Framework*](https://www.wa.gov.au/government/publications/community-services-outcomes-measurement-framework).]

[Insert description of the domain and community outcomes sought]

### Service Level Outcomes

[The service level outcomes are the desired change or benefit that the State Party is seeking to achieve for end users as a result of the procurement of this service.]

[Insert description of the service level outcomes sought]

### Individual Outcome(s)

[The individual outcome is the desired change or benefit that the State Party is seeking to achieve for individuals as a result of the procurement of this service.]

Insert description of the individual outcome(s) sought]

### Statement of Requirements

[Clearly set out the request for services. Include specifications where appropriate.]

[In respect of services specify:

(i) the target populations (including identification of Aboriginal, ethnic, social minority and LGBTIQA+ communities, including any language services requirements (i.e. interpreting or translation services). Consider whether it is appropriate to include an inclusivity requirement within the Service Agreement to make Service Providers aware of the State agency’s expectations;

(ii) any required parameters for the services e.g. hours of operation and

(iii) an outline of the service model where appropriate – noting that wherever possible the service model should be based on stakeholder engagement and research and collaboration and consultation with service users and potential service providers during the procurement planning phase, and that it is desirable for the service model to remain flexible for Respondents to propose innovative solutions in their Offers.

Consider including specifications that aim to achieve community outcomes in line with the [*Western Australian Social Procurement Framework*](https://www.wa.gov.au/government/publications/western-australian-social-procurement-framework). For more information about incorporating the Western Australian Social Procurement Framework into the Statement of Requirements see the [*Western Australian Social Procurement Framework Practice Guide*](https://www.wa.gov.au/government/publications/western-australian-social-procurement-framework).]

[Insert detailed description of the specification of work/project to be carried out]

Further important details about this procurement process can be found in Part F: Key Service Agreement Details.

[If the Request is to establish a panel arrangement, include the paragraph below:]

The State Party will look to establish a panel of service providers who agree to supply services in accordance with the specifications outlined, in response to any orders submitted by the State Party from time to time. Please refer to clause 3.3 of the [General Provisions for the Purchase of Community Services by State Agencies](http://www.finance.wa.gov.au/cms/content.aspx?id=17093) [November 2022] Edition (the General Provisions), for more information about a panel arrangement.

[Note that where the Request is to establish a panel arrangement, an order form submitted to a service provider will provide for certain additional information or requirements to be specified on a case-by-case basis. However, to assist Respondents in compiling Offers, you should specify as many requirements as possible in this schedule, even if they are only specified on a "the State Party may require the service provider to" basis. If an order form will be utilised, include Appendix 1 as part of this Request document.]

### Quality Standards

[Quality standards are standards that are well established within a particular industry or necessary under Western Australian or Commonwealth legislation. Should a particular quality of service be required by the State Party that is well established within a particular industry, this should be included as part of the specification. Clearly list each individual quality standard. If no quality standards are required, delete section 1.2.5 ‘Quality Standards’.]

[Insert any relevant Quality Standards if applicable]

# Part B: Where can you get more information?

## [Mandatory/Non-Mandatory] Briefing

[This is included as an example only. If no mandatory or non-mandatory briefing is to be held, delete section 2.1 ‘Mandatory/Non-Mandatory Briefing’.]

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

Date: [insert date]

Time: [XX] am/pm

Location: [insert location]

Please confirm your organisation’s attendance by no later than [time] [AM/PM] on [date] by contacting [insert contact person's name and phone number].

[The above section provides for a non-mandatory briefing. Briefings should be non-mandatory whenever possible and ensure that all steps are taken to include regional and remote service providers if applicable. Also consider the time of day / day of the week that may be most appropriate for the briefing.

Where a non-mandatory briefing takes place, the State Party is required to issue an addendum to the Request outlining any additional information provided during the briefing.

When considering a mandatory briefing there must be a good and specific reason for requiring all Respondents to attend the briefing as failure to attend a mandatory briefing automatically excludes a Respondent from further participating in the process.

If a mandatory briefing is required, select "mandatory" in the first line and include the following sentence:]

Failure to attend the mandatory briefing will result in an Offer being ineligible for further consideration.

## State Party Contact Details

The State Party Representatives listed below are authorised to deal with any enquiries about this Request. Please make sure any communication in relation to this Request is directed to these representatives only.

### General Enquiries:

[Please note that there is a guide to the [role of the contact person](https://www.wa.gov.au/government/document-collections/community-services-procurement-practice-resources) available on WA.gov.au]

Name: [insert]
Title: [insert]
Telephone: [insert]
E-mail: [insert]

### Technical Procurement Enquiries:

Name: [insert]
Title: [insert]
Telephone: [insert]
E-mail: [insert]

### Other contacts

[Delete this section if not applicable]

Please note that a person listed under this heading is not a "State Party Representative" for the purposes of this Request.

Name: [insert]
Title: [insert]
Telephone: [insert]
E-mail: [insert]

### Advice on Submitting Offers

[Delete this section if not applicable]
Name: [insert]
Telephone: [insert]

## Other Useful Resources

There are resources on WA.gov.au that can assist organisations with the preparation of a response to community services Requests for Tender. For example, there is guide on [Supplying community services](https://www.wa.gov.au/government/multi-step-guides/supplying-community-services) to government, resources for service providers on the [Community Services Procurement Practice Resources](https://www.wa.gov.au/government/document-collections/community-services-procurement-practice-resources) page and a list of the Service Agreement documents such as the [General Provisions for the Purchase of Community Services by](http://www.finance.wa.gov.au/cms/content.aspx?id=17093) State Agencies on the [Community services templates](https://www.wa.gov.au/government/document-collections/community-services-templates) page*.*

# Part C: How will this Procurement Process work?

Respondents are to read and keep this part.

## Purpose of this Request

This Request document has a number of purposes, including:

1. to provide information about the proposed procurement process to potential Respondents;
2. to invite potential Respondents to submit Offers; and
3. in conjunction with the [Process Terms and Conditions](http://www.finance.wa.gov.au/cms/content.aspx?id=17093) (explained in section 3.2),to set out:
	1. the requirements that must be met to submit a valid Offer;
	2. the Evaluation Criteria that the State Party will use to evaluate Offers; and
	3. the Terms and Conditions of the procurement process.

## Terms and Conditions of this Procurement Process

The [Process Terms and Conditions and Definitions (Request for Offers) [December 2022] Edition](http://www.finance.wa.gov.au/cms/content.aspx?id=17093) (the ‘*Process Terms and Conditions*’) document is deemed to be incorporated into this Request.

The *Process Terms and Conditions* is an important document to read and understand as it sets out the Terms and Conditions associated with this procurement process including certain definitions that will be used throughout. **If your organisation submits an Offer, it will be deemed that your organisation has agreed to all of the terms contained within this Request document, the *General Provisions* and the *Process Terms and Conditions***. A copy of the *Process Terms and Conditions* and the General Provisions [for the Purchase of Community Services by](http://www.finance.wa.gov.au/cms/content.aspx?id=17093) State Agencies [November 2022] Edition is available from [WA.gov.au](https://www.wa.gov.au/government/document-collections/community-services-templates).

## Service Agreement Framework

The Service Agreement formed as a result of this Request process will comprise all of the following documents:

1. if the Service Agreement is a Standing Offer, each Agreed Order; [Delete if not applicable.]
2. the Award Letter;
3. the successful Respondent’s Offer;
4. this Request document, including any addenda issued; and
5. the [General Provisions](http://www.finance.wa.gov.au/cms/content.aspx?id=17093) [November 2022].

Clause 2.3 of the *General Provisions* explains the rules of precedence that will be applied if there is an inconsistency between any of the documents listed above.

# Part D: How can you lodge an Offer?

Respondents are to read and keep this part.

## Lodgement Details

You are only able to lodge an Offer for this Request process in one of the ways listed in this section. While other methods of lodgement are outlined in the Process Terms and Conditions, be aware that they may not be applicable to this Request process. Therefore you must only lodge your Offer in one of the following ways.

1. Respondents may lodge Offers **by hand or by post** at:

[insert address details]

* 1. by providing your Offer, in a sealed package clearly identified by the Request number: [insert Request number]. [insert number] copies must be submitted, with one copy marked "original" and [insert number] copies marked "copy".

[If an electronic copy is required in addition to a hard copy, insert additional paragraph (ii) as follows:]

* 1. Additionally, a full and complete copy of the Offer must also be submitted in electronic form stored on a [insert media device e.g. USB]. Please submit this electronic copy with the hard copies, and ensure that the electronic copy is exactly identical to the hard copies. In the instance of any inconsistency between the original hard copy and electronic copy of an Offer, the hard copy will prevail.

[**Important note:** The Tenders WA system has been updated to implement a file format whitelist (the **Whitelist**). This means that the system will only accept files for uploading in formats that are on the Whitelist. Agency personnel can view the Whitelist by logging in to Tenders WA and following the links ‘Help’ >‘Help Guides’ >‘Buyers Help Guides’.

If electronic lodgement of Offers is permitted under this Request, review the current Whitelist and ensure all potentially relevant file formats are listed in the table below. If you are unsure whether a listed file format is relevant or accessible by your agency, check with your agency’s ICT team.

If you have queries about the Whitelist and/or require additional formats to be approved and added to the Whitelist, contact Procurement Systems Operations –procurementsystems@finance.wa.gov.au.]

1. Respondents may lodge their Offer **in electronic form through Tenders WA** by lodging the Offer in an approved file format (**TWA Approved File Format**) at [www.tenders.wa.gov.au](http://www.tenders.wa.gov.au).

If lodging an Offer through Tenders WA, the Respondent must ensure that:

1. the lodgement is made in accordance with the [Tenders WA Terms of Use](enders.wa.gov.au/watenders/terms-and-conditions.vm?CSRFNONCE=7B2E6BE1F2952818D29C7DBA7015FE10);
2. the Respondent is registered to lodge Offers through Tenders WA;
3. the Offer is lodged against the correct Request Number;
4. each file name is no more than 125 characters in length;
5. the size of the Offer is equal to or less than 100 megabytes; and
6. each file is uploaded in one of the following TWA Approved File Formats,

[The TWA Approved File Formats in the table below are a subset of the file formats on the Whitelist. Check the current version of the Whitelist (available from Tenders WA) and if other Whitelist formats are relevant to your procurement, add those file formats to the table. Not all formats are accessible by all agencies. If you are unsure, check with your agency’s ICT team.

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

|  |
| --- |
| TWA Approved File Formats |
| Adobe Reader File # | .pdf | Image File | .jpeg |
| Microsoft Excel File \* | .xls | Image File | .jpg |
| Microsoft Excel File \* | .xlsx | Image File | .png |
| Microsoft Excel File \* | .csv | Media File | .mp4 |
| Microsoft PowerPoint File \* | .ppt | Media File | .mpp |
| Microsoft PowerPoint File \* | .pptx | Rich Text Format File | .rtf |
| Microsoft Publisher File \* | .pub | Text File | .txt |
| Microsoft Word File \* | .doc | [insert] | [insert] |
| Microsoft Word File \* | .docx | [insert] | [insert] |
| Microsoft Word File \* | .docm | [insert] | [insert] |
| 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. [If your agency can accept non-Adobe pdf files and/or Microsoft for Mac files, update or delete this wording.]

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

1. in a file format that is not listed in the table above; or
2. 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 State Party 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](https://www.tenders.wa.gov.au/watenders/terms-and-conditions.vm?CSRFNONCE=7B2E6BE1F2952818D29C7DBA7015FE10). Guidelines to assist Respondents with registering on Tenders WA and lodging an Offer electronically can be downloaded at [www.tenders.wa.gov.au](https://www.tenders.wa.gov.au/watenders/index.do?CSRFNONCE=CB30F36D43FB4D9DBD683B1942FFD1E6) 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 Submitting Offers’ contact person listed in Part B, section 2.2.4, of this Request.

## Closing Time

The Closing Time for lodgement of Offers is as set out on the front page of this Request. *[It* is essential that the closing date and time are specified on the front page.]

## Late Lodgement

Offers that are not received in full by the Closing Time cannot be evaluated by the State Party. Please refer to the specific conditions regarding the lodgement of Offers (including late lodgement) set out in the *Process Terms and Conditions* document.

## Offer Validity Period

[When selecting an appropriate Offer Validity Period, ensure consideration has been given to the length of time that will be required to complete the evaluation and negotiation process.]

The Offer Validity Period is [insert number] months.

Unless an Offer is withdrawn in writing, it will remain open for acceptance by the State Party from the Request Closing Time until the end of the Offer Validity Period.

# Part E: How will your Offer be assessed?

Respondents are to read and keep this part.

## State Government Policies

There are a number of State Government policies that apply to this Request process, including but not limited to the following:

* the Delivering Community Services in Partnership (DCSP) Policy;
* the Aboriginal Procurement Policy ;
* Achieve Value for Money;
* Act Ethically - With Integrity and Accountability; and;
* the Western Australian Procurement Rules.

The [DCSP Policy](https://www.wa.gov.au/government/multi-step-guides/buying-community-services/getting-started-community-services-procurement/introducing-the-delivering-community-services-partnership-policy) is available to view or download from WA.gov.au. The other policies listed above are available to view or download from [WA.gov.au](https://www.wa.gov.au/organisation/department-of-finance/procurement-rules-and-other-government-policies). The State Party will apply each of these State Government policies, as amended from time to time, to the assessment of Offers.

## Evaluation Criteria

Offers will be evaluated to determine the extent to which they will deliver value for money to the State Party. This is a key policy objective of all Government Procurement in Western Australia as it helps to ensure the best possible community outcomes are achieved for every dollar spent.

A value for money assessment does not simply consider price. While price is a factor taken into account, all costs, benefits and risks associated with each Offer are assessed when making a value for money decision. Just because a Respondent receives the highest score against one or more of the Qualitative Criteria, or submits the lowest price Offer does not mean that the Respondent will be successful.

To determine if an organisation’s Response represents value for money, the State Party will:

1. apply relevant [Western Australian Procurement Rules](https://www.wa.gov.au/government/multi-step-guides/western-australian-procurement-rules/section-c-procurement-planning) and Government policies and priorities, including those referenced in the [Western Australian Social Procurement Framework](https://www.wa.gov.au/government/publications/western-australian-social-procurement-framework), to the assessment of Offers.
2. assess the Offer’s compliance with the [Mandatory Requirements](#_6.3_Mandatory_Requirements) (if any) listed in the Response Form.
3. assess the Offer’s performance against the [Qualitative Criteria](#_6.5_Qualitative_Criteria) listed in the Response Form.
4. assess the Offer’s performance against the [Disclosure Requirements](#_6.4_Disclosure_Requirements) listed in the Response Form.
5. assess the Offer’s [Price Schedule](#_6.6_Price_Schedule) as required by the Response Form.
6. assess any other information that the State Party considers relevant to the Respondent’s Offer.

Further details about the type of information the State Party may consider when making a value for money assessment can be found in the [Process Terms and Conditions](http://www.finance.wa.gov.au/cms/Government_Procurement/Guidelines_and_templates/Community_Services_Templates_and_Guides/Community_Services_Conditions_of_Contract.aspx) document. More information about the overall evaluation process can be found in the [Supplying community services](https://www.wa.gov.au/government/multi-step-guides/supplying-community-services) guide available on WA.gov.au.

The State Party reserves the right to decline any Offer that does not properly address, or meet to the State Party’s satisfaction, any evaluation criterion or other requirements contained in this Request. For further information see Clause 4 of the Process Terms and Conditions.

## 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](https://www.wa.gov.au/organisation/department-of-finance/debarment-regime) and [Tenders WA](https://www.tenders.wa.gov.au/watenders/news/browse.do?CSRFNONCE=D698D425818DEE32BA3DFEEFE7D868B7&&ss=1).

Unless operation of the *Procurement (Debarment of Suppliers) Regulations 2021* has been excluded, the State Party 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.

# Part F: Key Service Agreement Details

Respondents are to read and keep this part.

The following table outlines key terms associated with the Service Agreement that may be formed as a result of this Request. Please note that these terms do not represent all of the terms that will form part of the Service Agreement. The General Provisions document outlines further important terms and should be read by Respondents prior to submitting an Offer.

|  |  |
| --- | --- |
| 1. **State Party**
 | The State Party is specified on the front page of this Request. |
| 1. **The Term of the Service Agreement**
 | The Term of the Service Agreement is [insert number of months or years]. [If this Service Agreement has extension options, clauses 5 and 6 below must be included.] |
| 1. **Service Agreement Commencement Date**
 | [Choose from the following options and delete options that are not applicable:]Option 1:The State Party will notify the successful Respondent of the Service Agreement Commencement Date in the Award Letter.Option 2:The State Party and the Successful Respondent will agree on the Service Agreement Commencement Date and the State Party will confirm the agreed Service Agreement Commencement Date in the Award Letter.Option 3:The Service Agreement Commencement Date is [insert date]. |
| 1. **Master Agreement**
 | [Delete if not applicable]The State Party may, at the point of selecting a preferred respondent, at its absolute discretion, exercise a right to append this Service to an existing Service Agreement between the Preferred Respondent and the State Party.In doing so, the Preferred Respondent’s Offer will be declined, and Parts A, F and H of this Request and their Offer will be incorporated into the identified Service Agreement as an additional schedule of Services.Should the State Party wish to consolidate services, the Term of the Service Agreement may be extended to accommodate the additional schedule of Services. Each Service (new or existing) will still expire in accordance with the specified Term for that Service. |
| 1. **Extensions**
 | [Delete if not applicable]The State Party has [insert number] options to extend the Term, each option having a [insert length] duration. |
| 1. **Notice of Extension**
 | [Delete if not applicable][insert period of notice] Provide a period of notice longer than that required by clause 3.2(b)(ii) if agreeable to the State Party.OrClause 3.2(b)(ii) of the General Provisions applies. |
| 1. **Payment Schedule**
 | [Insert desired payment schedule – see clause 3.5(a) of the General Provisions and, if the Service Agreement will form part of a panel arrangement, Appendix 1]. |
| 1. **Service Payment Variation**
 | **Applicable to not-for-profit community services providers**The Service Payment is fixed for the first year of the Term.[As the application of indexation to Service Agreements varies, ensure that the statement below reflects the practice of the individual State Party.]Following the first year of the Term, the Service Payment will be varied in accordance with the Non-Government Human Services Sector Indexation Policy.[Option: Include this option if an offer may be received from a for-profit service provider. Delete if not applicable.]**Applicable to for-profit community services providers**The Service Payment is fixed for the first year of the Term.On each anniversary of the Service Agreement Commencement Date, the Service Payment will be varied by the Consumer Price Index (Consumer Price Index, Australia (Cat No 6401.0): 1 All Groups, Index Numbers – Perth).The Service Provider shall apply in writing for the State Party’s approval each time a revised service payment is to be applied to the Service Agreement. Twenty one (21) days prior notice is required for a service payment variation request.Documentation will be required to justify applications for revised service payments during the term of the Service Agreement.No service payment variation is payable unless and until approved by the State Party.Any request by the Service Provider for back-payment of service payment variations will not be considered. |
| 1. **Adjustments to Volume of Services**
 | [Delete if not applicable][Insert details of any adjustments to the Service Payment which the State Party agrees to make based on the volume of Services to be provided or any allowance for the State Party to change the volume of Services to be provided from time-to-time – see the General Provisions Clause 3.16] |
| 1. **Submission of Invoices**

 Or**Recipient Created Tax Invoices (RCTIs)** | [Important note: the State Party must select an option to apply: ‘submission of invoices’ or ‘Recipient Created Tax Invoices’.Submission of invoices:] [Insert required dates and times for invoices to be presented – see clause 3.6 of the General Provisions].Or[If the State Party wishes to issue Recipient Created Tax Invoices (RCTIs) under this Service Agreement, include the section below, and delete the above clause entitled ‘Submission of Invoices’.Recipient Created Tax Invoices:]The Service Provider is not required to issue a tax invoice. The State Party will issue the Service Provider with a Recipient Created Tax Invoice (RCTI) in respect of GST payable on the supply of the Service. Subsequently:1. the Service Provider warrants that it is registered for the purposes of GST and the Service Provider will notify the State Party in writing if it ceases to be registered for the purposes of GST during the Term of this Agreement;
2. the State Party warrants that it is registered for the purposes of GST and the State Party will notify the Service Provider in writing if it ceases to be registered for the purposes of GST, or if it ceases to satisfy the requirements of the GST Act during the Term; and
3. the State Party will indemnify and keep indemnified the Service Provider for GST and any related penalty that may arise from an understatement of the GST payable on the supply of the Service for which the State Party issues a RCTI under this Agreement.
 |
| 1. **Order Form**
 | [Delete this row if this Service Agreement is not to be part of a standing offer.]Refer to Appendix 1. |
| 1. **Service Agreement Management Requirements**
 | [Service Agreement management is an essential part of the procurement cycle. Consideration must be given to all elements of Service Agreement management that may need to be included in this section.][Refer to clause 21 of the General Provisions to complete the details below.]**State Party Representative**[insert details]**State Party’s address and email address details**[insert details][Refer to clause 4.2 of the General Provisions to complete the details below.]**Reporting Requirements**[insert details]Meetings[insert details]**Key Performance Indicators** *[Specify indicative indicators here, adding rows to the table as required.]*[insert details]

|  |  |
| --- | --- |
| Key Performance Indicator | Target / Level of Service |
| Example Only: Percentage of clients who report improved health as a result of services. | ‘XX’% of clients. |
| Example Only: Number of clients to be seen or interviewed or treated by staff members each month. | ‘XX’ number of clients. |

OrRefer to section 7.4[If the Respondent is to nominate its own key performance indicators as part of its response to the qualitative criteria, refer to section 7.4 of this template.] |
| 1. **Insurance Requirements**
 | Please refer to Part H, Section 7.3.1 for information regarding insurance requirements associated with this Request. |
| 1. **Quality Standards**
 | [Delete if not applicable]Please refer to Part A, Section 1.2.4 for information regarding the quality standards associated with this Request. |
| 1. **Confidential Information**
 | [Important note: if there is any particular information that the Respondent must treat as confidential, insert the first option below and specify that particular information. If there is not any particular information that the service provider must treat as confidential, insert the second option below.]The State Party specifies the following information to be “Confidential Information” under paragraph (b) of the definition of “Confidential Information” in clause 1.2 of the General Provisions:[insert Confidential Information]OrFor the purposes of paragraph (b) of the definition of “Confidential Information” in clause 1.2 of the General Provisions, there is no information that is specified by the State Party as confidential. |
| 1. **Intellectual Property Owner**
 | [Important note: under clause 7 of the General Provisions, the owner of intellectual property rights in new material is the State of Western Australia, unless otherwise specified. If the owner is to be an entity other than the state of Western Australia (e.g. a particular statutory authority), specify that entity in this special condition.][If the State Party is not specifying a party other than the State of Western Australia as the owner of intellectual property rights in new material, include the following clause.]Refer to clause 7 of the General Provisions.Or[Specify State Party] is the owner of the Intellectual Property Rights in New Material for the purposes of Clause 7 of the General Provisions.Or[If the owner of intellectual property rights in new material is to be the service provider, use this special condition.]The Service Provider is the owner of the Intellectual Property Rights in New Material for the purposes of Clause 8 of the General Provisions. |
| 1. **Police Clearance**
 | [Important note: under clause 13.4 of the General Provisions, the State Party always retains the right to request a police clearance as required during the Term of the Service Agreement. If you wish to specify now that particular clearances will be required, do so here. If not, do not include this option.]Refer to clause 13.4 of the General Provisions. The Service Provider will be required to provide police clearances for any Associates (as defined in the General Provisions) involved in the provision of Services under this Service Agreement. |
| 1. **Working with Children**
 | Refer to clause 13.5 of the General Provisions.[Important note: under clause 13.5 of the General Provisions, the State Party always retains the right to request a working with children check as required during the Term of the Service Agreement.] |
| 1. **Government Policies**
 | [Important note: if the Request requires the service provider to comply with Government procurement policies, then insert the first option below and specify the relevant policies. If not applicable insert the second option below.]Option 1:The following obligations are obligations relating to Government procurement policies for the purposes of clause 1.4 of the General Provisions:* The *Western Australian Jobs Act 2017* requirements mentioned and/or described in Item [insert applicable Item number] of the Key Service Agreement Details
* The Aboriginal Procurement Policy - Aboriginal participation requirements mentioned and/or described in Item [insert applicable Item number] of the Key Service Agreement Details

OrOption 2:For the purposes of clause 1.4 of the General Provisions, no obligations relating to Government procurement policies are specified. |
| 1. **Disability Access and Inclusion Plan**
 | [Note: this clause should only be used if the State Party is required to have a Disability Access and Inclusion Plan (DAIP) under the Disability Services Act 1993 (WA), in which case, the State Party must take all practicable measures to ensure that the DAIP is also implemented by the service provider. The DAIP only applies to services provided to the public.]A report to the State Party in accordance with Clause 20 of the General Provisions must be provided by [insert date] each year of the Service Agreement Term. |
| 1. **Language Services**
 | [If the Request requires the service provider to provide language services (such as interpreters and translations) to clients under the Western Australian Language Services Policy 2020, insert the following clause. Ensure provision for any associated costs are included in the service agreement price, such as including a Language Services line item in the Price Schedule in Section 7.5, if applicable. If the Request does not require the service provider to provide language services to clients, delete this row.]In accessing and using the service, clients who are unable to communicate effectively in written and/or spoken English must be offered language services (such as interpreters and translations) by the Service Provider at no cost to the client, in accordance with the Western Australian Language Services Policy 2020. |
| 1. **Publicity – Use of the State Coat of Arms**
 | If the State Party requires the service provider to acknowledge the State’s contribution to the Services by the use of the State Coat of Arms, insert the following clause. Use of the [State Coat of Arms requires compliance with the rules of depiction at WA.gov.au.](https://www.wa.gov.au/organisation/department-of-the-premier-and-cabinet/common-badging-use-of-the-state-coat-of-arms-and-the-wa-state-government-badge) Ensure provision for any associated costs is included in the service agreement price, such as including a line item in the Price Schedule in Section 7.5, if applicable. If the Request does not require the service provider to acknowledge the State’s contribution to the Services, delete this row.]In accordance with Clause 9 of the General Provisions, the State Party provides its consent for the Service Provider to use the State Coat of Arms on communication materials for reasonable publicity or promotional purposes regarding the services specified in the Service Agreement, in accordance with the rules of depiction.The Service Provider must provide draft examples of all proposed materials featuring the State Coat of Arms to the State Party for approval prior to the production and distribution of such materials. |
| 1. **Substantive Equality**
 | The service provider must give consideration to equal opportunity legislation and promote substantive equality in its practices and service delivery, ensuring that services are sufficiently tailored to meet the needs of Western Australia’s diverse community including individuals and groups from Aboriginal, ethnic and social minority communities. |
| 1. ***Western Australian Jobs Act 2017***
 | The Service Provider is required to submit an annual report on workforce resulting from the Service Agreement as and when requested by the Department of Jobs, Tourism, Science and Innovation. |
| 1. **National Principles for Child Safe Organisations**
 | In relation to Services that comprise or involve “child-related work” (as defined in section 6 of the *Working with Children (Screening) Act 2004* (WA)), the Service Provider agrees to implement the National Principles for Child Safe Organisations (<https://childsafe.humanrights.gov.au/national-principles/download-national-principles>). |
| 1. **Aboriginal Procurement Policy – Aboriginal Participation Requirements**
 | This condition must be included in all Requests for Services delivered under the Delivering Community Services in Partnership Policy with a pre-tender estimate of $5 million and above.*The requirements will not apply where there is a Standing Offer with multiple service providers and no commitment to spend or market share.**If this condition applies, include both* ***a.i Aboriginal Business / ACCO Subcontracting Outcomes*** *and* ***a.ii Employment of Aboriginal Persons*** *in the Part H: Response Form of this Request. The Respondent will indicate which target it intends to pursue in their response to the Disclosure Requirements.**Further information about the application of the Aboriginal participation requirements is available in the* [*Aboriginal Procurement Policy Agency Practice Guide*](https://www.wa.gov.au/government/publications/general-procurement-direction-202108-aboriginal-procurement-policy) *on wa.gov.au.*1. **Aboriginal participation requirements**

The Service Provider agrees to meet one of the following Aboriginal participation requirements:* 1. **Aboriginal Business / ACCO Subcontracting Outcomes:**

Insert the applicable percentage – for service agreements advertised in 2021-22 (3 per cent); 2022-23 (3.5 per cent), 2023-24 (4 per cent).At least [3, 3.5 or 4] per cent of the total Service Payment (at service agreement award) awarded to Aboriginal business and/or ACCO subcontractors by the expiry of the Service Agreement.For the purposes of this clause a.i:* 1. ‘Aboriginal business’ means a business registered on Supply Nation’s Indigenous Business Direct (<https://supplynation.org.au/>) or the Aboriginal Business Directory of WA (<https://www.abdwa.com.au/>);
	2. ‘ACCO’ means an Aboriginal Community Controlled Organisation as defined in the [Delivering Community Services in Partnership Policy](https://www.wa.gov.au/government/multi-step-guides/buying-community-services/getting-started-community-services-procurement/introducing-the-delivering-community-services-partnership-policy); and
	3. Only service agreements awarded to subcontractors contracted directly by the Service Provider count towards the target.

or* 1. **Employment of Aboriginal Persons Outcomes:**

Include the applicable percentage based on the service agreement delivery point:Perth metropolitan area; Peel; South West; Great Southern; Wheatbelt; and all statewide service agreements: 2 per centGascoyne, Mid West and Goldfields-Esperance: 5 per centPilbara; Kimberley: 10 per cent.Where the service agreements will be delivered across multiple regions, the lowest applicable target is to be included.Annually, based on the anniversary of the commencement of the Term, at least [2, 5 or 10] per cent of the total number of persons Employed on the service agreement will be Aboriginal persons.For the purposes of this clause a.ii:1. ‘Aboriginal Person’ means a person who is of Aboriginal or Torres Strait Islander descent, who identifies as such and is accepted as such by the community in which he or she lives or has lived.
2. ‘Employment’ means full-time, part-time, casual employees, apprentices and trainees, workers engaged through labour hire arrangements and other employer supported employment initiatives such as cadetships and internships, that engage in at least one hour of paid work per week. ‘Employed’ has a corresponding meaning.
3. Only employment by the Service Provider and its direct subcontractors counts towards the target.
4. **Reporting**

Include additional reporting frequencies and/or requirements below if required.The Service Provideragrees to meet the following reporting requirements:* 1. For the Aboriginal Business / ACCO Subcontracting Outcomes requirement, reporting must be submitted no later than 30 calendar days after the expiry of the Service Agreement:
		1. Subcontracts valued at $50,000 and above must be reported towards this requirement.
		2. The Service Provider may report service agreements to Aboriginal business and/or ACCO subcontractors valued less than $50,000, but service agreements valued less than $5,000 will not be acknowledged towards achieving this requirement.
	2. For the Employment of Aboriginal Persons Outcomes, annual reporting relating to employment by the Service Provider and its direct subcontractors must be submitted no later than 30 calendar days after each anniversary of the Service Agreement Commencement Date.
	3. For either Aboriginal participation requirement (that is, under clause a.i or clause a.ii above), where the Service Agreement Term is 12 months or less, only one report from the Service Provider is required to be submitted no later than 30 calendar days after the Expiry of the Service Agreement.
	4. The Service Provider must submit each report on Tenders WA unless the State Party advises otherwise.
	5. For either Aboriginal participation requirement (that is, under clause a.i or clause a.ii above), the Service Provider must retain substantiating information used to report against the relevant target for auditing purposes.

Further reporting guidance is available in the [APP Aboriginal Participation Requirements Guide](https://www.wa.gov.au/government/publications/general-procurement-direction-202108-aboriginal-procurement-policy) on wa.gov.au.1. **Use of Information**

The State Party may use or disclose the reports provided under this clause for the legitimate purposes of or relating to government or the business of government.1. **Clause survives**

This clause survives the termination or expiration of the Service Agreement. |
| Insert any additional clauses forming part of the Service Agreement (in accordance with clause 24 of the General Provisions):[Delete if not required] |
| **[Title]** | [Include additional special conditions as required]. |

# Part G: Guide to the Response Form

Respondent to read and keep this part.

1. **Information to consider when preparing an Offer**
* Make sure the Offer addresses each requirement in Part H: Response Form including:
	+ Respondent Details;
	+ Mandatory Requirements (if applicable);
	+ Disclosure Requirements;
	+ Qualitative Criteria; and
	+ Price Schedule.
* When completing the Respondent Details section, make sure you are clear about the distinction between your organisation’s Legal Entity name and Trading name. They can often be different and it is important for the State Party to know both in order to enter into a Service Agreement.
* When completing Part H: Response Form, always take into account the requirements of the proposed service (Section 1.2), and the Part F: Key Service Agreement Details.
* When addressing the Qualitative Criteria in Part H: Response Form, make sure you provide full details of any claims, statements or examples provided. Also make sure you double check the respective weightings of each Qualitative Criterion. In this Request:

[Choose from the two following options. Delete the inapplicable option.]

Option 1:

* + Each Qualitative Criterion has equal percentage weighting.

Option 2:

* + Each Qualitative Criterion does not have an equal percentage weighting. Therefore, the weightings identify the relative importance of each Qualitative Criterion. Please refer to section 7.4 for further information.
* When preparing an Offer, always assume the State Party has no knowledge of your organisation, its activities, its experience or any previous work undertaken.
* When completing the Price Schedule in Section 7.5, ensure a sustainable price for the services is offered. Pricing should take into account all costs of providing the service. This may include, but is not limited to: start-up costs, administration costs, overhead costs and staffing costs.
* Part H: Response Form is formatted in a way that makes it easy for Respondents to download and complete. If you wish to supply information outside of, or in addition to the Response Form for one or more sections, ensure any attachments adopt the same structure, numbering and headings as are used in the Response Form and are clearly labelled to enable easy identification by the State Party.
* Further information about completing a Request document can be found in [Supplying Community Services guide](https://www.wa.gov.au/government/multi-step-guides/supplying-community-services) on [WA.gov.au.](https://www.wa.gov.au/organisation/department-of-finance)

Part H: Response Form

This part **must** be completed by the Respondent and submitted to the State Party in accordance with Part D, section 4.1.

You are only required to submit this part (Part H) to the State Party.

## Respondent Details

Please provide all of the following details in the table format below.

|  |
| --- |
| Respondent Information |
| Name of legal entity: | *[insert]* |
| ACN: | *[insert]* |
| Trading name: | *[insert]* |
| ABN (if applicable): | *[insert]* |
| Contact person: | *[insert]* |
| Contact person position title: | *[insert]* |
| Registered address or address of principal place of business: | *[insert]* |
| E-mail: | *[insert]* |
| Telephone number: | *[insert]* |
| Address and email for service of contractual notices (leave blank if same as above): | *[insert]* |

|  |
| --- |
| Business Details |
| Is the Respondent a small business that employs less than twenty (20) people? | (Yes / No) |
| Is the Respondent a Registered Australian Disability Enterprise (ADE)?(the ADE is listed as an approved ADE on the Australian Disability Enterprises website at <http://buyability.org.au/>directory). | (Yes / No) |
| Is the Respondent a Registered Aboriginal Business?(the business is to be registered on the Aboriginal Business Directory WA at: [*http://www.abdwa.com.au/*](http://www.abdwa.com.au/) and/or on Supply Nation’s Indigenous Business Direct at [*http://supplynation.org.au/*](http://supplynation.org.au/)).\*This information is collected by the Department of Finance for statistical purposes only, and will not be used by the State Party in its evaluation of the Offer. | (Yes / No)If Yes, registered on:Aboriginal Business Directory WA [ ] Supply Nation’s Indigenous Business Direct [ ] Both [ ]  |
| Is the Respondent an Aboriginal Community Controlled Organisation?An Aboriginal Community Controlled Organisation is:* Incorporated under State or Commonwealth legislation and not for profit.
* Controlled and operated by a majority of Aboriginal and/or Torres Strait Islander people.
* Involved or connected to the community, or communities, in which it delivers the services.
* Governed by a majority Aboriginal and/or Torres Strait Islander governing body.

**If Yes**, please provide:* Australian Charities and Not-for-profits Commission (ACNC) registration;

As well as one of the following:* Details of the Respondent’s registration with the [Office of the Registrar of Indigenous Corporations](https://www.oric.gov.au/) (ORIC) or the [Australian Securities & Investments Commission](https://asic.gov.au/) (ASIC) or the [Department of Energy, Mines, Industry Regulation and Safety](https://www.dmirs.wa.gov.au/) (DEMIRS);

**or*** an extract of the relevant provisions of the Respondent’s constitution or governing documents.
 | (Yes / No) |
| Is the Respondent a not-for-profit\*\* entity?**If Yes**, please provide an extract of the relevant provisions of the Respondent’s constitution or governing documents.\*\*For the purposes of this Request, the Respondent is a "not-for-profit entity" if its constitution or governing documents prohibit distribution of profits or gains to individual members, both while the Respondent is a going concern and on its dissolution. | (Yes / No) |
| Is the Respondent a Local Government Authority? | (Yes / No) |
| Is the Respondent’s financial information available via the Australian Charities and Not-for-profits Commission’s (ACNC) Register, and does the Respondent agree that the State Party can use this information in lieu of the Respondent providing it as part of its Offer\*\*\*? \*\*\*Respondents are responsible for ensuring that the information available via the ACNC Register is correct and that no material changes to the information have occurred since it was reported to the ACNC. | (Yes / No) |

[Please note that the following table is optional, for inclusion where appropriate for Respondents to nominate their service names and locations. Please amend or delete as desired.]

|  |
| --- |
| Proposed Service Details |
| Name of Service: | [insert] |
| Physical Address of Service Delivery Venue: | [insert] |
| Service Delivery Area (Geographical): | [insert] |

## Mandatory Requirements

[If there are no mandatory requirements for this Request, specify:]

There are no Mandatory Requirements specified for the purposes of this Request.

[And delete the information below.]

The State Party will not consider any Offer that does not meet the following Mandatory Requirements:

[Consider and insert appropriate mandatory requirements for this Request. Only criteria that are definite 'deal breakers' should be designated as mandatory requirements. The mandatory requirements should be used sparingly and cautiously. Failure to satisfy a mandatory requirement means the State Party must exclude an Offer from further consideration.]

**(FOR EXAMPLE ONLY – Replace as applicable)**

1. **Attendance at a Mandatory Briefing** [Not to be included unless the briefing specified in part B, section 2.1 is mandatory.]

The Respondent must, itself or through its representative, have attended the mandatory briefing described in Part B, section 2.1.

**Respondent to Complete**

(For example) Did the Respondent attend the mandatory briefing?

(Yes/No)

## Disclosure Requirements

Respondents are to provide answers to ALL of the Disclosure Requirements below.

### Insurance

The Respondent must confirm whether it has, or will obtain, all of the required insurances outlined below:

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

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

An introductory overview of risk management in the procurement context and procurement insurance requirements is also available from WA.gov.au ([Manage Risk Guidelines](https://www.wa.gov.au/government/multi-step-guides/procurement-guidelines/procurement-planning-individual-purchases-guidelines/manage-risk-guidelines)).

Examples of insurance details are provided below and are a guide only. Delete individual insurances if not applicable. However, please note that Worker’s Compensation insurance must be included to ensure compliance with statutory requirements.]

1. Public Liability Insurance:
	* Public liability insurance covering the legal liability of the Service Provider and the Service Provider’s personnel arising out of the Services for an amount of not less than [$20 million] for any one occurrence and unlimited in the aggregate.
2. Professional Indemnity Insurance:
	* Professional indemnity insurance covering the legal liability of the Service Provider and the Associates under the Service Agreement, if awarded, arising out of any act, negligence, error or omission made or done by or on behalf of the Service Provider, or any subcontractor in connection with the Service Agreement for a sum insured of not less than [$1 million - $5 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.

[Delete the following extended Professional Indemnity Insurance requirements if not applicable:]

* + Professional Indemnity Insurance required under this clause must be extended to include:
		1. fraud, dishonesty, defamation, breach of confidentiality, infringement of patent, copyright, design, trademark;
		2. loss of or damage to documents and data; and
		3. breach of Chapters 2 and 3 of the Australian Consumer Law and the Australian Consumer Law (WA).
1. Workers’ Compensation Insurance: [**Important Note**: The workers’ compensation insurance must include cover for both common law liability and extended cover for claims and liability under section 175(2) of the Workers’ Compensation and Injury Management Act 1981. This type of extension is commonly called a ‘Principal’s Indemnity Extension’.]
	* Workers' compensation insurance in accordance with the provisions of the Workers' Compensation and Injury Management Act 1981 (WA), including cover for common law liability for an amount of not less than **$50 million** for any one occurrence in respect of workers of the Service Provider.
	* The insurance policy must be extended to cover any claims and liability that may arise with an indemnity under section 175(2) of the *Workers' Compensation and Injury Management Act 1981*.
2. Motor Vehicle Third Party Liability Insurance:
	* [The $25 / 30 million coverage stated below is considered suitable for general vehicle transport. As part their risk assessment, agencies should consider factors including, the type of vehicles that will be used (supplier fleet vehicles or employee personal vehicles) and way in which the vehicles will be used during the term of the Contract. A higher limit may be appropriate for contracts involving transport of dangerous goods or other factors which increase the risks.]Motor vehicle third party liability 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 Services for an amount of not less than [$25 million - $30 million] for any one occurrence or accident.
3. Compulsory Motor Vehicle Third Party Insurance:

Compulsory third party insurance as required under any statute relating to motor vehicles used in connection with the Services.

1. Personal Accident Insurance (Volunteers):

Personal Accident Insurance covering persons engaged by the Service Provider on a voluntary basis.

The coverage shall provide a capital sum of not less than [$ ] per person for death or permanent total disablement, weekly compensation entitlements up to 104 weeks for employed or self-employed persons for an amount up to 1% of the capital sum (but not exceeding in any case the normal weekly income of the person).

**Respondent to Complete**

Does the Respondent have the required insurances specified in Section 7.3.1 above?

(Yes / No)

If Yes, please complete the table below\*:

\*Please note: while certificates of currency are not required at this stage of the Request process, the successful Respondent will be required to provide copies prior to the commencement of the Service Agreement.

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
|  | **Insurer** | **ABN** | **Policy No.** | **Insured Amount** | **Expiry Date** | **Exclusions, if any** |
| 1.Public Liability Insurance |  |  |  |  |  |  |
| 2. Professional Indemnity Insurance [delete row if not applicable]including cover for:i. fraud, dishonesty, defamation, breach of confidentiality, infringement of patent, copyright, design, trademark;ii. loss of or damage to documents and data; andiii. breach of Chapters 2 and 3 of the Australian Consumer Law and the Australian Consumer Law (WA). [delete extensions if not applicable] |  |  |  |  |  |  |
| 3. Workers’ Compensation Insurance including cover for:i. common law liability cover of $50 million; and ii. principal’s indemnity extension cover for claims and liability under section 175(2) of the *Workers’ Compensation and Injury Management Act 1981*. |  |  |  |  |  |  |
| 4. Motor Vehicle Third Party Liability Insurance [delete row if not applicable] |  |  |  |  |  |  |
| 5. Compulsory Motor Vehicle Third Party Insurance  |  |  |  |  |  |  |
| 6. Personal Accident Insurance (Volunteers) [delete row if not applicable]  |  |  |  |  |  |  |

If no, does the Respondent confirm that if it is awarded a Service Agreement as a result of this Request process, that the required insurance policies as set out in Section 7.3.1 above will be obtained prior to the commencement of the Service Agreement?

(Yes / No)

If No, please provide reasons why:

### Contractual Compliance

The Respondent must confirm whether it will comply with the terms of the proposed Service Agreement (including, without limitation, the Service Agreement Details listed in Part F and the *General Provisions*).

**Respondent to Complete**

Does the Respondent agree to comply with the terms of the proposed Service Agreement as detailed in section 7.3.2 above?

(Yes / No)

If No, the Respondent must set out:

1. the clause or provision it will not comply with;
2. the extent of non-compliance – including the alternative clause or provision, if any, or a description of any changes it requires to the Service Agreement; and
3. the reason for non-compliance.

### Criminal Convictions

The Respondent must disclose whether:

* the Respondent; or
* any Director or other Officer of the Respondent; or
* any Specified Personnel;

has been convicted of a criminal offence that is punishable by imprisonment or detention. The Respondent is not required to disclose convictions that are spent convictions under the *Spent Convictions Act 1988* (WA) or equivalent legislation of another State or Territory of Australia.

**Respondent to Complete**

Has any person described in Section 7.3.3 above been convicted of a criminal offence that requires disclosure under this Section?

(Yes / No)

If Yes, please provide details:

### Conflict of Interest

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

**Respondent to Complete**

Are there any circumstances, arrangements or understandings which constitute, or may reasonably be perceived to constitute, an actual or potential conflict of interest with either the Respondent’s obligations under this Request or the performance of the Service Agreement (if awarded) by the Respondent?

(Yes / No)

If Yes, please provide details below as to how the actual, potential or perceived conflict of interest arises and provide details of the Respondent’s strategy for managing it:

### Respondent Capacity, Association and Subcontracting

The Respondent is required to disclose whether it is acting as an agent or a trustee for another person/s, whether it is acting jointly or in association with another person/s (in a consortium), or whether it has engaged, or intends to engage, another person/s as a subcontractor in connection with the supply of these services.

**Respondent to Complete**

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

(Yes / No)

If Yes, please provide details:

Is the Respondent acting jointly or in association with another person or persons (i.e. a consortium)?

(Yes / No)

If Yes, please provide details:

Has the Respondent engaged, or does the Respondent intend to engage, another person or persons as a subcontractor in connection with the supply of services under this potential Service Agreement.

(Yes / No)

If Yes, please provide the following details for each subcontractor:

Full legal name of subcontractor:

Business name of the subcontractor:

ACN / ARBN (if applicable):

Postal address:

Requirements to be subcontracted:

[ ]  The Respondent warrants that the Respondent has obtained consent from each above-named subcontractor permitting the Respondent to receive information from the State Party as to whether the subcontractor is a suspended supplier within the meaning of the *Procurement (Debarment of Suppliers) Regulations 2021*, for the purposes of this procurement process and any resulting Service Agreement.

### National Redress Scheme

The National Redress Scheme was set up by the Commonwealth Government in response to the **Royal Commission into Institutional Responses to Child Sexual Abuse**.

WA Government’s participation in the Scheme commenced on 1 January 2019 and as such Non-government institutions are encouraged to join the scheme.

**Respondent to Complete**

Does the Respondent have obligations under the Scheme?

(Yes / No)

If Yes, has the Respondent joined the Scheme?

If No, **you must provide** details outlining how you will transition to meeting the obligations under the Scheme:

### Professional Standards Scheme

[Delete section 7.3.7 ‘Professional Standards Scheme’ if not applicable]

The Respondent is required to disclose whether it is a member of an occupational association for which a scheme has been approved under the *Professional Standards Act 1997* (WA) or equivalent legislation of another State or Territory of Australia.

**Respondent to Complete**

Is the Respondent a member of an occupational association for which a scheme has been approved under the *Professional Standards Act 1997* (WA) or equivalent legislation of another State or Territory?

(Yes / No)

If Yes, please provide details:

### Referee Details

[Delete section 7.3.8 ‘Referee Details’ if not applicable]

The Respondent is required to provide the contact details of at least two referees who have worked with the Respondent in the delivery of similar services.

**Respondent to Complete**

Is the Respondent able to provide the name and contact details of at least two referees who have worked with the Respondent in the delivery of similar services?

(Yes / No)

If Yes, please provide details below (name, position title, company name, contact telephone number and project/contract/Service Agreement title):

If No, please provide an explanation:

### Financial Viability

[Consider whether the State Party requires this information prior to its inclusion as the provision of audited financial statements may increase the administrative burden faced by organisations responding to this Request. The State Party may retain this section for respondents that have answered ‘No’ to section 7.1 Respondent Details which states ‘Is the Respondent’s financial information available via the Australian Charities and Not-for-profits Commission’s (ACNC) Register, and does the Respondent agree that the State Party can use this information in lieu of the Respondent providing it as part of its Offer\*\*\*?’

Delete section 7.3.9 ‘Financial Viability’ if not applicable or amend as required.]

If you have answered Yes to section 7.1, question ‘Is the Respondent’s financial information available via the Australian Charities and Not-for-profits Commission’s (ACNC) Register, and does the Respondent agree that the State Party can use this information in lieu of the Respondent providing it as part of its Offer\*\*\*?’, section 7.3.8 does not need to be completed.

The Respondent is required to provide audited annual financial reports (or if not available, then at the discretion of the State Party, financial accounts prepared by an external certified accountant) if they do not already provide services on behalf of the State Party. This requirement includes:

* the full financial statements for the most recent two financial years including profit and loss statements for each year, balance sheets as at the end of each year and a statement of cash flows for each year.

**Respondent to Complete**

If the Respondent does not already provide services on behalf of the State Party, is the Respondent willing and able to provide full financial statements in accordance with section 7.3.9?

(Yes / No)

If Yes, [please attach relevant financial statements to this Offer] or [the Respondent will be required to produce the relevant reports at the request of the State Party].

If No, please provide an explanation below:

### Competitive Neutrality

[Delete section 7.3.10 ‘Competitive Neutrality’ if not applicable]

If the Respondent is a tertiary institution or a statutory or government body (including a State Agency), the Respondent’s Offer must:

* be calculated on a full commercial basis (in accordance with the [Costing and Pricing Government Services Guidelines issued by the Western Australian Department of Treasury](http://www.treasury.wa.gov.au/Treasury/Publications/Financial_Policy_Publications/).
* be certified by the Chief Executive Officer of the Respondent; and
* be verified by an independent expert, if appropriate.

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 a statutory or government body (including a State Agency), has the Respondent included certification in accordance with section 7.3.10?

(Yes / No / N/A)

If Yes, please attach certification letter from the Chief Executive Officer**.**

If No, please provide an explanation:

### Aboriginal Procurement Policy - Aboriginal Participation Requirements

[Delete this section if not applicable.]

|  |
| --- |
| **Respondent to Complete**Does the Respondent agree to apply the Aboriginal participation requirements as outlined in Part F: Key Service Agreement Details, Item [Insert the Item number of the Aboriginal Procurement Policy – Aboriginal Participation Requirements clause]?(Yes / No)If Yes, which Aboriginal participation requirement does the Respondent agree to comply with? |
| Aboriginal Business / ACCO Subcontracting Outcomes | [ ]  |
| or |  |
| Employment of Aboriginal Persons Outcomes | [ ]  |
| If No, provide details: |

### Gender Equality in Procurement – WA Public Sector Pilot

[Important Note: This clause should only be used for agencies participating in the Department of Communities’ (Communities) pilot of gender equality principles in procurement. A list of the participating agencies is available on WA.gov.au.

This pilot supports the Western Australian Government’s [*Stronger Together: WA’s Plan for Gender Equality*](https://www.wa.gov.au/government/publications/stronger-together-was-plan-gender-equality) (Stronger Together). Stronger Together was launched in March 2020 and is led by Communities. Stronger Together demonstrates the Western Australian Government’s commitment to advancing gender equality in Western Australia. As part of Stronger Together, Communities is trialling inclusion of gender equality principles in selected agencies’ procurement processes. Further information on the pilot and the business benefits of gender equality are available [*here*](http://www.communities.wa.gov.au/genderequalityinprocurement).

For further information on Stronger Together contact Communities at women@communities.wa.gov.au or 1800 176 888.]

|  |
| --- |
| The Western Australian Government is committed to advancing gender equality in Western Australia as demonstrated by the launch of [Stronger Together: WA’s Plan for Gender Equality](https://www.wa.gov.au/government/publications/stronger-together-was-plan-gender-equality). Further information on how to advance gender equality in your business/organisation is available [here](http://www.communities.wa.gov.au/genderequalityinprocurement). |
| **(A) Complete this section if your** **business/organisation employs 100 or more people.** |
| 1. Does your business comply with the [Workplace Gender Equality Agency](https://www.wgea.gov.au/what-we-do/reporting#tendering-for-government-contracts) reporting requirements?
 |
| Yes [ ]  | No [ ]  |
| 1. A letter of compliance with the *Workplace Gender Equality Act* 2012 (Cth) is attached
 |
| Yes [ ]  | No [ ]  |
| **(B) Complete this section if your business/organisation employs fewer than 100 people.** |
| Does your business have any of the following policies/strategies in place to support workplace gender equality? |
| Audit of salaries/pay rates to identify any gender gaps | Yes [ ]  No [ ]  |
| Flexible work arrangements for all staff – e.g. flexi-hours, part-time, work from home  | Yes [ ]  No [ ]  |
| Work practices to facilitate family or caring responsibilities e.g. meetings only held during school hours, designated parents’ room | Yes [ ]  No [ ]  |
| Paid parental leave for either parent when their child is born or adopted | Yes [ ]  No [ ]  |
| Program to prevent and respond to discrimination in the workplace | Yes [ ]  No [ ]  |
| Support for victims of sexual or gendered abuse and harassment in the workplace | Yes [ ]  No [ ]  |
| Consequences for perpetrators of sexual or gendered abuse and harassment in the workplace | Yes [ ]  No [ ]  |
| Paid family and domestic violence leave | Yes [ ]  No [ ]  |
| Counselling/support for staff who experience family and domestic violence | Yes [ ]  No [ ]  |

## Qualitative Criteria

In making a value for money assessment of each Respondent’s Offer, the State Party will evaluate the extent to which they satisfy the Qualitative Criteria set out in this Section. Responses to the Qualitative Criteria are designed to demonstrate the Respondent’s capacity and/or experience, and all sub-criteria must be addressed. Also make sure that any claims or statements made to address any aspect of the Qualitative Criteria should be supported through the use of examples.

[The nature of qualitative criteria is such that a poor score in one qualitative criterion may be offset by a strong score in other qualitative criteria. Insert tailored qualitative criteria on a case-by-case basis. Example qualitative criteria are provided below. The example qualitative criteria are necessarily generic and may not be appropriate for any particular procurement.]

1. **Service Methodology (****xx% Weighting)**
	* The Respondent will be assessed on the degree to which:
	* the proposed service methodology will facilitate the delivery of the services described in Part A, section 1.2.3 above;
	* the proposed service methodology will facilitate the achievement of the desired community outcomes and service outcomes described in Part A, sections 1.2.1 and 1.2.2 above;
	* the Respondent demonstrates adequate appreciation and understanding of the Requirements of this Request.

The Respondent must:

* + Provide a detailed service delivery model describing the methodology that will be used to achieve the desired service outcomes that will ultimately contribute to the achievement of the community outcome. This could include but is not limited to:
		- Knowledge of issues, priorities and target groups;
		- Strategies for engagement of target groups;
		- Strategies for inclusivity;
		- Proposed service structure and content;
		- Timeframes and estimated hours of service;
		- Management and staffing structure; and
		- Collaboration and feedback structure.
	+ Provide an outline of the evidence to support the proposed service model.
	+ Develop and agree to key performance indicators or targets as indicated in the table below.

[Note: if the State Party requires an accurate comparison of Offers, ensure a table is provided for each Respondent to complete that is similar to the example provided under the following section ‘Key Performance Indicators’.]

**Respondent to Complete**

Respondent to provide its response to the Service Methodology requirement:

**Key Performance Indicators:**

|  |  |
| --- | --- |
| Key Performance Indicator | Target/Level of Service |
| Example Only: Percentage of clients who report improved health as a result of services. | ‘XX’% of clients. |
| Example Only: Number of clients to be seen or interviewed or treated by staff members each month. | ‘XX’ number of clients. |

**Respondent to Complete:**

**Respondent to insert values in replacement of each ‘XX’ in the table above that represent the Key Performance Indicators associated with this service.**

1. **Organisational Skills and Experience (xx% Weighting)**

The Respondent will be assessed on the degree to which it has the skills and experience to perform the requirements of the proposed Service Agreements.

The Respondent must:

* provide information regarding organisational skills to perform the requirements set out in the proposed Service Agreement;
* describe how the organisation ensures staff maintain and develop relevant skills and experience with regard to the delivery of services;
* provide details of contracts/Service Agreements for similar services provided, including a detailed description of those services, similarities between those services and this proposed Service Agreement, when the contract/Service Agreement was performed and the outcomes of the contracts/Service Agreements; and

**Respondent to Complete**

Respondent to provide their response to the Organisational Skills and Experience Criteria:

1. **Organisational Capacity (xx% Weighting)**

The Respondent will be assessed on the degree to which it has the organisational planning and resourcing capability to support and perform the proposed Service Agreement.

The Respondent must:

* demonstrate its organisational planning and resourcing capability;
* identify the key risks that may impact on service delivery and provide explanation of how these risks will be mitigated and/or manage;
* the key policies, procedures and guidelines in place to ensure a relevant and high quality service is provided; and
* provide evidence of governance arrangements and accountability practices.

**Respondent to Complete**

Respondent to provide its response to the Organisational Capacity Criteria:

## Price Schedule

In making a value for money assessment of each Respondent’s Offer, the State Party will assess how the following Offered Price represents value for money.

**If the Offered Service Agreement Payment is subject to the provisions of the *A New Tax System (Goods and Services Tax) Act 1999* (Cth), it will be deemed to be inclusive of all GST applicable to the taxable supply.**

**Respondent to Complete**

Is the Respondent registered for the purposes of GST?

Yes / No

The Offered Price will be deemed to include the cost of complying with this Request (including any Addenda) and the General Provisions and the cost of complying with all matters and things necessary or relevant for the performance of the Service Agreement.

As per clauses 13.3 and 15.1 (d) of the General Provisions, Respondents are reminded that their Offer must allow them to meet all of their legal obligations and comply with State and Commonwealth laws relevant to the Service Agreement (including, for example, those industrial obligations under the Federal and State Social and Community Services (SACS) awards). No variation to the Service Payment will be considered, unless in accordance with the **Service Payment Variation clause.**

[If there is a fixed budget for this Request, include the following details and delete the ‘Price Schedule’ section below:]

There is a Fixed Budget for this Request Process as outlined below:

[Insert full details of Fixed Budget including the relevant time period].

[For example, include total value for the entire term of the Service Agreement, a schedule of when payments will be made throughout the life of the Service Agreement and any other information that may be relevant for the Respondent.]

**Respondent to Complete**

Does the Respondent agree to the Fixed Budget for this Request as set out in section 7.5?

(Yes / No)

[If the Respondent is required to include an additional breakdown of the Fixed Budget, (including an indication of the level of service they will provide) include a table for Respondents to complete here]

If No, please provide details of the elements that are not agreed to, and reasons why:

[If Respondents are required to complete a price schedule for this procurement, include the following details and delete the above ‘fixed budget’ section:]

Always make sure each element of the Price Schedule is completed so that the State Party can undertake an accurate price evaluation.

When completing the Price Schedule, state the value of the Offered Service Agreement Payment in Australian Dollars only, and make sure all costs of complying with the requirements of this Request are included. Some elements of a sustainable price include, but are not limited to, start-up costs, overhead costs, staff costs, training costs, service delivery costs etc.

[Note: where the State Party wishes to issue Recipient Created Tax Invoices (RCTIs) under this Service Agreement, it must be stated in this section and the relevant RCTI clause needs to be included in Part F (section 11).]

**Respondent to Complete**

[Insert Price Schedule for Respondent to Complete]

*[*Always ensure a price schedule is used to ensure an accurate price evaluation can be undertaken.]

[The below tables are provided as examples of Price Schedules that may be inserted below.]

Delete inapplicable options.

**[Example 1:** total price for the first year, with indexation only price variation]

The Respondent is required to provide a total price for the first year of the Term. This price will be varied in accordance with the Non-Government Human Services Sector Indexation Policy for each year following.

|  |  |
| --- | --- |
| **Year** | **Year 1** |
| Total Price (AUD) | x |

[**Example 2**: price per year plus total price]

The Respondent is required to provide a total price for each year of the Term, excluding Indexation.

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Year** | **Year 1** | **Year 2** | **Year 3** | **Year 4** | **Year 5** | **Total Price (AUD)** |
| **Price (AUD)** | *x* | x | x | x | x | x |

[**Example 3**: start-up costs plus total price]

The Respondent is required to state the total start-up costs associated with this Request, and provide a total price for the entire Term, excluding Indexation.

|  |  |  |
| --- | --- | --- |
| **Element** | **Start-Up Costs** | **Total Price (AUD) (5 years) NOT including Start-Up Costs** |
| **Price (AUD)** | *x* | *x* |

[**Example 4**: price per year, volume per year and per service element – note: three year agreement only]

The Respondent is required to state total price, for each program, for each year of the Term. The Respondent is also required to state the volume of service that will be provided for each program and for each year of the Term, excluding Indexation.

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Service Element** | **Price (AUD)****Year 1** | **Volume Year 1** | **Price (AUD)****Year 2** | **Volume Year 2** | **Price (AUD)****Year 3** | **Volume Year 3** | **Total Price (AUD)** | **Total Volume (Years 1 to 3)** |
| **Program 1** | x | x | x | x | x | x | x | x |
| **Program 2** | x | x | x | x | x | x | x | x |
| **Program 3** | x | x | x | x | x | x | x | x |
| (Add Extra Lines as Necessary) | x | x | x | x | x | x | x | x |
| **Total Price (AUD) and Volume** | x | x | x | x | x | x | x | x |

# End of Response FormAppendix 1: Order Form

[If this Request is to establish a standing offer, include this appendix. If the Request is to establish a single service provider arrangement, delete this appendix.]

[Below is a suggested order form, which can be customised to suit your particular service agreement.]

## Order Form

**Service Agreement [Insert Number] For [Insert Service Agreement Title]**

**[Insert State Party Name]**

|  |  |
| --- | --- |
| **To** | [Insert Service Provider’s name] |
|  |
| This is an order under Service Agreement [insert number] for [insert Service Agreement description] for the following Services to be provided: |
| [Describe Services to be provided – they must fall within the description of "Services" covered by the Service Agreement] |
| **The following details and requirements apply:** |  |
| When Services to be provided | [Insert detail] |
| Where Services to be provided | [Insert detail] |
| Additional requirements, specifications and provisions | [Insert detail. If the Payment Schedule in the Service Agreement Details part of the Request does not cover timing of invoicing, this should be dealt with here] |
| Submitted: |  | Accepted: |
| [Signature of authorised officer][**State Party Name**][Date] |  | [Signature of Service Provider or authorised officer][**Service Provider Name**][Date] |