Community Services Procurement Plan

Title:

**[Insert the Title]**

State Party:

**[State Party Name]**

**Approved by:**

[for >$5m to be signed after CSPRC endorsement].

 / /202

[Insert Title]

**Community Services Procurement Review Committee Endorsement, if applicable.**

**Date: / /202**

Please note: the text in this 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 document, whereas sections listed in blue are optional. If a specific section is not relevant to your procurement, state ‘Not Applicable’, do not delete the section. For further information about how to fill out this template, please contact Finance.

**Table of Contents**

[1. Summary of Proposed Procurement 5](#_Toc170383901)

[1.1 Background 5](#_Toc170383902)

[1.2 Domain, Community Outcomes, Service Level Outcomes, Individual Outcomes and Services Required 5](#_Toc170383903)

[1.3 Service Agreement Commencement Date 5](#_Toc170383904)

[1.4 Number of Service Providers 5](#_Toc170383905)

[1.5 Service Agreement Term 5](#_Toc170383906)

[1.6 Estimated Service Agreement Value 6](#_Toc170383907)

[1.7 Approved Funding Sources 6](#_Toc170383908)

[1.8 State Party Accountable Authority 6](#_Toc170383909)

[1.9 Process Terms and Conditions and General Provisions 6](#_Toc170383910)

[1.10 Approval to Proceed 6](#_Toc170383911)

[2. Current Service Arrangements 7](#_Toc170383912)

[2.1 Supply Arrangements 7](#_Toc170383913)

[2.2 Service Agreement Commencement and Expiration 7](#_Toc170383914)

[2.3 Current Provider(s) 7](#_Toc170383915)

[2.4 Current Service Agreement Value 7](#_Toc170383916)

[2.5 Strengths and Weaknesses 7](#_Toc170383917)

[2.5.1 Strategies to Address Weaknesses 7](#_Toc170383918)

[2.6 Previous Service Issues 8](#_Toc170383919)

[3. Proposed Procurement Timetable 9](#_Toc170383920)

[3.1 Key Proposed Dates 9](#_Toc170383921)

[4. Risk Analysis 11](#_Toc170383922)

[4.1 Identified Risks 11](#_Toc170383923)

[4.2 Strategies to Manage the Risks 11](#_Toc170383924)

[5. Procurement Research and Planning 12](#_Toc170383925)

[5.1 Domain and Community Outcomes 12](#_Toc170383926)

[5.2 Service-Level Outcomes 12](#_Toc170383927)

[5.3 Market Research 12](#_Toc170383928)

[5.4 Current Service Agreement Data 12](#_Toc170383929)

[5.5 Stakeholder Engagement and Co-design 12](#_Toc170383930)

[5.6 Intellectual Property 14](#_Toc170383931)

[5.7 Number of Responses 14](#_Toc170383932)

[5.8 Community Objectives and Outcomes 14](#_Toc170383933)

[5.8.1 Opportunities for the Western Australian Aboriginal community 14](#_Toc170383934)

[5.8.2 Opportunities for Western Australians with a disability 15](#_Toc170383935)

[5.8.3 Supporting the environment 16](#_Toc170383936)

[5.8.4 Supporting Gender Equality 16](#_Toc170383937)

[5.8.4.1 Gender Equality in Procurement 16](#_Toc170383938)

[5.8.5 Opportunities for multicultural Western Australians 17](#_Toc170383939)

[5.8.6 Opportunities to Promote Innovation 17](#_Toc170383940)

[5.9 Quality Standards 17](#_Toc170383941)

[5.10 Publicity – Use of the State Coat of Arms 17](#_Toc170383942)

[5.11 Gateway 18](#_Toc170383943)

[6. Procurement Methodology and Strategy 19](#_Toc170383944)

[6.1 Procurement Method and Alternatives 19](#_Toc170383945)

[6.2 Evaluation Requirements 19](#_Toc170383946)

[6.2.1 Evaluation Process 19](#_Toc170383947)

[6.2.2 Mandatory Requirements 20](#_Toc170383948)

[6.2.3 Disclosure Requirements 20](#_Toc170383949)

[6.2.4 Qualitative Criteria 20](#_Toc170383950)

[6.3 Invite and Receive Offers 21](#_Toc170383951)

[6.4 Insurance Requirements 21](#_Toc170383952)

[6.5 Evaluation Rating Scale 21](#_Toc170383953)

[6.6 Price 23](#_Toc170383954)

[6.6.1 Pricing Model 23](#_Toc170383955)

[6.6.2 Service Payment Variation 23](#_Toc170383956)

[6.6.3 Buying Process 23](#_Toc170383957)

[6.6.4 Early Tender Advice 24](#_Toc170383958)

[6.6.5 Request Briefing Session 24](#_Toc170383959)

[6.7 Evaluation Panel 24](#_Toc170383960)

[7. Contract Management 25](#_Toc170383961)

[7.1 Contract Management Plan 25](#_Toc170383962)

[7.2 Contract Manager 25](#_Toc170383963)

[7.2.1 Contract Manager 25](#_Toc170383964)

[7.2.2 Contract Management Team *[Delete if no contract management team]* 25](#_Toc170383965)

[7.2.3 Contract Handover 25](#_Toc170383966)

[7.3 Performance Requirements 26](#_Toc170383967)

[7.3.1 Key Performance Indicators 26](#_Toc170383968)

[7.3.2 Reporting 26](#_Toc170383969)

[7.3.2.1 Aboriginal Participation Requirements 26](#_Toc170383970)

[7.3.3 Meetings 27](#_Toc170383971)

[7.4 Transition 27](#_Toc170383972)

[7.5 Contract Review 27](#_Toc170383973)

[7.6 Risk Management 27](#_Toc170383974)

[7.7 Risk Management 27](#_Toc170383975)

[7.8 Applications from New Service Providers for Standing Offers 27](#_Toc170383976)

[7.9 Adding/Removing Services To/From Standing Offers 27](#_Toc170383977)

[Appendix A – Estimated Service Agreement Value and Approved Funding Sources 28](#_Toc170383978)

[Table 1: Estimated Service Agreement Value 29](#_Toc170383979)

[Table 2: Approved Funding Sources 30](#_Toc170383980)

[Further information 31](#_Toc170383981)

[Appendix B – Risk Assessment 32](#_Toc170383982)

# Summary of Proposed Procurement

## Background

[State why the procurement of services is required and the expected service level outcomes. Demonstrate how these service level outcomes will contribute to the achievement of the community outcomes.]

[If a business case was prepared in support of the procurement and pertinent issues were raised, highlight those issues under this heading. Also, address the issues in other sections within the procurement plan, as required.]

## Domain, Community Outcomes, Service Level Outcomes, Individual Outcomes and Services Required

[Provide a summary/overview of the domain, community outcomes and service level outcomes sought and how these have been determined (refer to sections 5.1 and 5.2). 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). Provide an overview of the service agreement requirements and any special service requirements such as a requirement for language services. (These outcomes and requirements will then be identified in the Request).]

[In determining the Domain, Community Outcomes, Service Level Outcomes, Individual Outcomes and Services Required, identify the groups that will be targeted or impacted by the Service Agreement (including the identification of Aboriginal, ethnic, social minority and LGBTIQA+ communities). Any language services requirements (i.e. interpreting or translation services) should also be identified.]

[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.]

## Service Agreement Commencement Date

The proposed Service Agreement commencement date is [insert date].

## Number of Service Providers

A [single service provider / multiple service providers] will be appointed.

## Service Agreement Term

[The service agreement should have a minimum initial term of five years - refer to 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). Factors that could influence the deliberation for a term longer than five years include:

* initial investment by service providers
* nature of the service being delivered
* length of time required for services to positively impact service users
* length of time required to measure outcomes
* the market and whether volatile
* future Departmental needs and
* efficacy of previous service agreement term.]

The proposed Service Agreement term is [insert number of years] years.

There are [insert number] of extension options available at the absolute discretion of the [State Party name], each of a [time (month/year)] duration.

[Provide an explanation of the factors considered, and what influence those factors had on determining the proposed service agreement term. This explanation is required for all proposed service agreement terms.]

## Estimated Service Agreement Value

The estimated Service Agreement value, **excluding** GST, indicative indexation and all extension options, is $[insert value].

The estimated Service Agreement value, **including** GST, indicative indexation and all extension options, is $[insert value].

Refer to Appendix A, Table 1 – Estimated Service Agreement Value.

[Provide more detail by completing Appendix A – Table 1 Estimated Service Agreement Value]

## Approved Funding Sources

*[If the Estimated Service Agreement Value is $5 million or more (including GST) over the Service Agreement Term complete Table 2 in Appendix A - Approved Funding Sources, including Chief Financial Officer and Accountable Authority signatures. Select the appropriate option below.]*

Not Applicable.

*[Or]*

Refer to Appendix A - Estimated Service Agreement Value and Approved Funding Sources, Table 2.

## State Party Accountable Authority

[insert name and title of Accountable Authority as per State Party's procurement delegations].

## Process Terms and Conditions and General Provisions

The Process Terms and Conditions and Definitions (Request for Offers) [July 2024] Edition and the General Provisions for the Purchase of Community Services by State Agencies [July 2024] Edition will apply to this procurement process.

## Approval to Proceed

Approval to proceed with the procurement has been provided by [insert name and title].

# Current Service Arrangements

## Supply Arrangements

The [current]/[previous] arrangement for the provision of the [insert service title] was by means of [Expression of Interest, Registration of Interest, Service Agreement, Request for Quote/Tender/Proposal, Preferred Service Provider].

[Give a brief summary of the current/previous arrangement (sole provider arrangement or panel of providers) and how it has performed/met the desired service level and community outcomes. If no previous arrangement existed, explain how the services have been historically purchased.]

Or

This is a new service. [If this is new service, delete sections 2.2 – 2.6 below.]

## Service Agreement Commencement and Expiration

The current Service Agreement commenced on [insert date]. The Service Agreement expiration date is / was [insert date].

*[Provide further detail as to whether the Service Agreement was terminated prior to the expiration date or whether there were extensions beyond the term and if so, the extended term and value. Provide full justification for decision to terminate or extend the term.]*

## Current Provider(s)

The current Service Agreement provider(s) is / are .

## Current Service Agreement Value

A total of $[insert value] has been paid under the current Service Agreement over [insert number of years] years. The annual cost was [$insert value] in the final contract year.

*[Provide further detail about the current spend under this Service Agreement. For example, how the current spend is tracking compared to the award value, and detail of any variations made to the Service Agreement price during the term.]*

## Strengths and Weaknesses

The strengths of the current Service Agreement are [insert strengths e.g. established good provider relationship, excellent service delivery, achieved service level outcomes].

The weaknesses of the current Service Agreement are [insert weaknesses e.g. no local provider, limited number of providers, cannot cater for increase in service demand, didn't achieve service level outcome].

### Strategies to Address Weaknesses

The weaknesses identified are addressed as outlined in the following table:

*[Insert weaknesses as identified above and how the weaknesses are being addressed through the procurement strategy or proposed contractual arrangement.*

*Add or delete the following table rows as required.]*

|  |  |
| --- | --- |
| **WEAKNESS** | **STRATEGY TO ADDRESS** |
| [Insert weakness] | [Insert details] |
| [Insert weakness] | [Insert details] |
| [Insert weakness] | [Insert details] |
| [Insert weakness] | [Insert details] |

## Previous Service Issues

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

***Option 1****:*

No significant problems have arisen during the term of the Service Agreement. Explain any minor issues.

*Or*

***Option 2:***

The key issues that arose from this Service Agreement and their impact were as follows:

*[State the issues, the impact and the strategies to address the issues (e.g. change in service scope, improved contract management) and how they were resolved.*

*Add or delete the following rows as appropriate.]*

[If this section if not applicable.]

# Proposed Procurement Timetable

## Key Proposed Dates

The key dates for the proposed procurement are as follows:

*[Add or delete the following table rows as applicable:]*

|  |  |
| --- | --- |
| **STAGE** | **TARGET DATE** |
| Early tender advice notification |  |
| Community services procurement plan document completed |  |
| Community services procurement plan submitted to CSPRC, unless an exemption has been sought and approved. |  |
| CSPRC endorsement of procurement plan unless exemption has been sought and approved. |  |
| Community services procurement plan approval by State Party |  |
| Community services Request document completed |  |
| Draft community services Request issued for comment |  |
| Final community services Request approval by State Party |  |
| Community services Request **advertised** or **issued** (Select issued if a Preferred Service Provider Request) |  |
| Community services Request briefing |  |
| Community services Request closes |  |
| Community services Request evaluation and recommendation |  |
| Community services evaluation report submitted to CSPRC, unless an exemption has been sought and approved. |  |
| CSPRC endorsement of evaluation report, unless exemption has been sought. |  |
| Community services evaluation report approval by State Party |  |
| Service Agreement negotiations |  |
| Service Agreement awarded |  |
| Service Agreement commencement date |  |
| Three-month notice period commences for service providers whose service agreements are ceasing  |  |
| Contract management plan completed |  |
| Contract management plan approval by State Party |  |

# Risk Analysis

## Identified Risks

The risks (or impact) associated with [this / these] Service Agreement(s) can be summarised as:

[The following risks are provided as examples only, please add or delete risks as relevant:]

1. Safety risks – e.g. client/public and employees
2. Risks to the community – e.g. social and economic impacts
3. Commercial risks to government – e.g. cost of failure, disputation, safety
4. Financial risks – e.g. will appropriate financial checks be carried out
5. Political risk to government – e.g. loss of confidence
6. Risks associated with the management of multiple service providers and
7. Conflicts of interest.

## Strategies to Manage the Risks

Strategies to manage the identified risks are:

Add and delete the following examples as necessary.

1. Service provisions e.g. to ensure termination ease and hand-over issues dealt with appropriately
2. Contract management (refer to Section 7 requirements) and
3. Performance measures.

Note: it is recommended (however not mandatory) to use the [community services risk workbook,](https://www.wa.gov.au/government/document-collections/community-services-templates) available on WA.gov.au to:

* facilitate risk discussions and
* undertake and document a basic risk assessment.

# Procurement Research and Planning

[As part of the research and planning for the Domain, Community and Service Level Outcomes, consideration should be given to identifying the groups that will be targeted or impacted by the Service Agreement (including the identification of Aboriginal, ethnic, social minority and LGBTIQA+ communities). Any language services requirements (i.e. interpreting or translation services) should also be identified.]

## 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. Explain the community outcomes and how they were determined. Include references to co-design of the community outcome and data, research and studies, if any. Please note that 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).]

## 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. Provide details of the service-level outcomes sought. Explain how these were derived. Include references to co-design of the service-level outcome(s), and data, research, and studies, if any.]*

## Market Research

*[Is there a number of potential service providers in the market? Can the service be delivered by service providers within the region? Is a collaborative approach to service delivery feasible?]*

## Current Service Agreement Data

*[Include details of service agreement data used to inform this procurement.]*

## Stakeholder Engagement and Co-design

Relevant stakeholders have been consulted in relation to the proposed procurement as follows.

[Stakeholder Engagement: Insert details of all community consultations and stakeholder engagement conducted. This should include a description of the engagement undertaken with service users, not-for-profit community services organisations, peak bodies, internal and external government agency representatives, and any other relevant organisations. Provide details of the outcomes of the engagement, for example, additional/reduced services identified for a specific location.

Co-design: a collaborative process that enables stakeholders to have meaningful and significant influence over the services being planned. Describe the co-design process conducted, and any planned co-design, that will shape and inform the service.

|  |  |  |  |
| --- | --- | --- | --- |
| **Stakeholder type and location**(Service users, not-for-profit community services organisations, peak body, internal, other government agency, local government) | **Stakeholder name / title** | **Date** | **Description of engagement / research** |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

A summary of the co-design process, including stakeholder engagement and research undertaken, is as follows:

[insert summary of stakeholder engagement and research including resultant changes and recommendations to the community outcomes and services].

## Intellectual Property

[Consider and comment on how any new or existing intellectual property arising during the procurement process will be managed. Note whether consent for the use of stakeholders’ intellectual property has been obtained.]

## Number of Responses

It is anticipated that [insert number] responses will be received, based on [insert basis for anticipated number of Respondents e.g. previous experience, ROI/EOI].

## Community Objectives and Outcomes

[In accordance with the [Western Australian Social Procurement Framework](https://www.wa.gov.au/government/publications/western-australian-social-procurement-framework), the procurement plan should identify and address how this procurement process will generate benefits not only for the State Party, but also for the community and the economy, while minimising damage to the environment.

Social impacts that can be taken into consideration include supporting service providers who are socially responsible and adopt ethical practices; supporting the use of local and emerging small businesses; supporting Aboriginal businesses and supporting socially inclusive practices, such as employment and training focused on disadvantaged groups.

Environmental benefits can include, but are not limited to, reducing or eliminating emissions; reduced use of water e.g. water saving or efficiency; and reduced use of energy.

Economic benefits from sustainable procurement may include supporting small and medium enterprises and ensuring business continuity.

For more information on how to incorporate the Western Australian Social Procurement Framework into your procurement plan, refer to the [Western Australian Social Procurement Framework Practice Guide.](https://www.wa.gov.au/government/publications/western-australian-social-procurement-framework)]

### Opportunities for the Western Australian Aboriginal community

Agencies are encouraged to maximise opportunities for Aboriginal participation, particularly where research demonstrates greater benefits could or should be achieved. The procurement plan should identify and address opportunities for Aboriginal businesses, Aboriginal Community Controlled Organisations and/or employment of Aboriginal people including skills, training and economic development. Include details of research and any initiatives that will be incorporated.

*Sources of research information may include:*

* previous, similar or current service agreements
* discussions with the Industry Link Advisory Service (Department of Jobs, Tourism, Science and Innovation) and/or with Local Content Advisors (Regional Development Commissions, Department of Primary Industries and Regional Development)
* discussions with relevant industry associations, including Aboriginal chambers of commerce
* the [Aboriginal Business Directory WA](https://abdwa.icn.org.au/) and [Supply Nation](https://supplynation.org.au/)
* the [Aboriginal Procurement Policy](https://www.wa.gov.au/government/publications/aboriginal-procurement-policy) and associated resources
* the [Aboriginal Empowerment Strategy](https://www.wa.gov.au/government/publications/aboriginal-empowerment-strategy-western-australia-2021-2029) and associated resources
* the [Closing the Gap - WA's Implementation Plan](https://www.wa.gov.au/government/publications/closing-the-gap-was-implementation-plan).

To support the Western Australian Aboriginal community, the following initiatives will be incorporated:

[Add and delete the examples provided below as necessary.]

1. Identifying registered Aboriginal businesses that can provide the service agreement requirement and engaging with them to respond to the Request
2. Purchasing directly from the registered Aboriginal business [name the Aboriginal business] as per [Procurement Rule](https://www.wa.gov.au/government/publications/western-australian-procurement-rules) C4.2
3. Including Aboriginal participation requirements as per the Aboriginal Procurement Policy. *The Aboriginal Procurement Policy sets minimum requirements only, Agencies are encouraged to consider applying similar requirements to procurements that do not meet the criteria outlined in the Policy. Research should be undertaken to examine the capability and capacity of the Aboriginal business sector and Aboriginal workforce to ensure that targets are feasible and meaningful.*
4. An Early tender advice notice [has been / will be] released to notify industry of the Aboriginal participation requirements to maximise their ability to prepare a response.
5. A Qualitative criterion addressing Aboriginal participation, Aboriginal engagement, actions towards reconciliation and advancement of First Nations people and or demonstration of cultural competence.
6. An Aboriginal business and employment tendering preference will be applied.

### Opportunities for Western Australians with a disability

The procurement plan should identify and address whether there are opportunities for Australian Disability Enterprises and employment of people with a disability. Include details of research and any initiatives that will be incorporated. Refer to ‘[A Western Australia for Everyone: State Disability Strategy 2020-2030 Action Plan](https://www.wa.gov.au/government/document-collections/state-disability-strategy-2020-2030)’ for further detail.

To support Western Australians with a disability, the following initiatives will be incorporated:

[Add and delete the examples provided below as necessary.]

1. Identifying registered Australian Disability Enterprises that can provide the contract requirement and engaging with them to respond to the Request
2. Purchasing directly from the registered Australian Disability Enterprise [name the Australian Disability Enterprise] as per Procurement Rule C4.2.

### Supporting the environment

The procurement plan should identify and address whether there are opportunities for the procurement to achieve environmental outcomes. For further information regarding sustainability impact issues, refer to the [Western Australian Social Procurement Framework and Guide](https://www.wa.gov.au/government/publications/western-australian-social-procurement-framework) and the [Environmental Procurement Guide](https://www.wa.gov.au/government/publications/environmental-procurement-guide-0).

To support the environment, the following initiatives will be incorporated:

[Add and delete the examples provided below as necessary.]

1. The qualitative requirements in the Request document will ask Respondents to demonstrate how they can minimise environmental impact through the delivery of the service, for example through minimising the use of single use plastic products associated with the services, minimising carbon emissions associated with the services etc
2. The specification will give consideration to environmental and sustainability standards, codes or legislation where appropriate
3. Information will be sought from service providers on the environmental impact of services and process tendered (e.g. sustainable certification/accreditation, practices, recycled content, durability and reuse options, hazardous material content, energy efficiency, waste prevention, water efficiency).

### Supporting Gender Equality

The procurement plan should identify and address whether there are opportunities to improve gender equality. Include details of research and any initiatives that will be incorporated. Refer to [Stronger Together - WA’s Plan for Gender Equality](https://www.wa.gov.au/government/publications/stronger-together-was-plan-gender-equality) and the Australian Government’s [Workplace Gender Equality Agency](https://www.wgea.gov.au/) for further detail.

To support this community objective, the following initiatives will be incorporated: (for example)

1. Inclusion of specifications for gender equality requirements and/or reporting

### Gender Equality in Procurement

*In accordance with General Procurement Direction 2024/02, State agencies are required to include a gender equality disclosure clause in approach to market documents for procurements with an estimated contract value of $250,000 and above.*

*Refer to the* [Gender Equality in Procurement](https://www.wa.gov.au/government/publications/gender-equality-procurement) *webpage for further information.*

The Western Australian Government is committed to advancing gender equality in Western Australia as demonstrated by [Stronger Together - WA's Plan for Gender Equality](https://www.wa.gov.au/government/publications/stronger-together-was-plan-gender-equality) and the Western Australian Social Procurement Framework.

A gender equality disclosure clause will be included in the Request for this Procurement, in accordance with [General Procurement Direction 2024/02 Gender Equality in Procurement](https://www.wa.gov.au/government/publications/general-procurement-direction-202402-gender-equality-procurement) (GPD 2024/02). GPD 2024/02 seeks to increase awareness and understanding of service provider legislative obligations relating to gender equality.

### Opportunities for multicultural Western Australians

The procurement plan should identify and address whether there are opportunities for businesses established by Australians from culturally and linguistically diverse backgrounds. Include details of research and any initiatives that will be incorporated. Refer to the [Western Australian Multicultural Policy Framework](https://www.omi.wa.gov.au/resources-and-statistics/publications/publication/wa-multicultural-policy-framework) for further detail.

To support opportunities for multicultural Western Australians, the following initiatives will be incorporated:

[Add and delete the example provided below as necessary.]

1. Identifying businesses established by Australians from culturally and linguistically diverse backgrounds that can provide the contract requirement and engaging with them to respond to the Request.

### Opportunities to Promote Innovation

The Plan should identify and address whether there are opportunities to promote innovation. This may involve procuring an innovative bespoke solution, or acting as an early adopter for an innovative service that is new to market.

To promote innovation, the following initiatives will be incorporated:

*[Add to or delete the example*s *provided below as necessary.]*

a). The qualitative requirements will provide a positive advantage to Goods and/or Services proposals that are innovative.

b). An early tender advice notice [has been / will be] released that encourages respondents to propose innovative solutions.

c). Specifications will be outcomes focused and encourage respondents to provide innovative solutions rather than being overly prescriptive of the technical requirements.

d). [Describe other characteristics of the procurement that have been designed to create opportunities to promote innovation.]

## Quality Standards

[Delete this section if not applicable.]

The quality standards applicable to the Service Agreement will be [insert relevant quality standards].

## Publicity – Use of the State Coat of Arms

[[The Department of the Premier and Cabinet administers the use of the State Coat of Arms (SCOA).](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) State whether use of the SCOA will be an option for the resultant service agreement, and describe any research and/or consultation that has led to this decision. List what it will be applied to. If use of the SCOA will be an option, describe how this requirement will be implemented in the procurement process, e.g. inclusion in the Request and negotiation with the preferred or recommended Respondent. If use of the SCOA will not apply to the resultant service agreement, state ‘Not Applicable.’]

## Gateway

[The General Procurement Direction: 2021/05 Improving the Outcomes of Major Projects Through Gateway Reviews requires State Agencies to complete Gateway reviews at appropriate stages for:

* Infrastructure projects valued at $100 million (inclusive of GST) and above
* ICT projects valued at $10 million (inclusive of GST) and above and
* Other projects identified by the Department of Treasury.

State Agencies can request a review for a project that does not meet any of the criteria outlined above but are considered high risk.

Further information on [Gateway reviews and the process is available at WA.gov.au](https://www.wa.gov.au/service/government-financial-management/procurement/gateway-review-process-and-gateway-reviewer-training) or by contacting the Finance Gateway Unit.

Select one of the options below after considering the requirements of the Procurement Direction.

This procurement does not meet the criteria for a mandatory Gateway review but the (State Agency name) considers this procurement as high risk and has, in consultation with Finance, determined an appropriate review process.

*Or*

This procurement meets the criteria for a mandatory Gateway review and the (State Agency name) has, in consultation with Finance, determined the appropriate gates for the review.

*Or*

This procurement meets the criteria for a mandatory Gateway review but the (State Agency name) applied for and has been granted an exemption from a Gateway review by Finance.

*Or*

This procurement does not meet the criteria for a mandatory Gateway review.

# Procurement Methodology and Strategy

## Procurement Method and Alternatives

[Identify all procurement options considered and discuss why the preferred procurement method was selected. State why the selected method was chosen e.g. best method to achieve a value for money outcome or used successfully for similar services. This should be a business case type analysis and may be several pages long.]

[Choose from the following options:]

The proposed procurement method will be a one stage Open Advertisement Request process.

Or

The proposed procurement method will be a one stage [Preferred Service Provider] / [Restricted Request] process.

Or

The proposed procurement method will be a two-stage process consisting of an Open Advertisement EOI followed by a Request process.

Or

The proposed procurement method will be a two-stage process consisting of an Open Advertisement EOI followed by a restricted Request process.

## Evaluation Requirements

The objective of this procurement is to focus on and achieve, best value for money – that being the best outcome for the community as a whole considering price and other, non-cost factors.

To achieve this objective, Respondents will be assessed in accordance with the process outlined below.

### Evaluation Process

[Consider how Offers will be evaluated based on community and service level outcomes. An evaluation model should be drafted and included.]

A recommendation will be made based on the assessment of:

1. Mandatory Requirements (Delete if not applicable)
2. Disclosure Requirements
3. Qualitative Criteria and
4. Price schedule requirements.

[And if applicable, insert details of any other evaluation mechanisms that will be used e.g. if the evaluation process includes short-listing, interviews, site inspections, service provider presentations etc.]

### Mandatory Requirements

[Important note: caution must be exercised when including mandatory requirements in a procurement process.

If a briefing is required, then consider non-mandatory briefings wherever possible. Make sure that all steps are taken to include regional and remote service providers if applicable. Also consider the time of day and day of the week that would be most appropriate for the briefing.]

The proposed mandatory requirement(s) is/are as follows:

[Insert as applicable:]

1. [insert mandatory requirement]
2. [insert mandatory requirement]

Failure to comply with any of the above-mentioned mandatory requirements will eliminate the Respondent from further consideration.

Or

There are no mandatory requirements specified for this procurement.

### Disclosure Requirements

The proposed disclosure requirements are as follows:

* Insurances
* Contractual Compliance
* Criminal Convictions
* Conflict of Interest
* Respondent Capacity, Association and Subcontracting
* National Redress Scheme
* Work Health and Safety
* Gender Equality in Procurement
* Professional Standards Scheme (Delete if not applicable)
* Referee Details (Delete if not applicable)
* Financial Viability (Delete if not applicable)
* Competitive Neutrality (Delete if not applicable)
* Aboriginal Procurement Policy – Aboriginal Participation Requirements (Delete if not applicable)

The State Party reserves the right to reject any Offer that does not properly address any of the disclosure requirements.

### Qualitative Criteria

The proposed qualitative criteria are as follows:

[Insert full details of the qualitative criteria, including any sub-criteria as applicable. When developing consider the objectives of your procurement. This may include objectives like inclusivity and any of the Western Australian Social Procurement Framework Community Objectives and Outcomes detailed in section 5.8 (e.g. Aboriginal participation, Supporting the environment).]

1. [Insert qualitative criteria and % weighting
2. [Insert qualitative criteria and % weighting]
3. [Insert qualitative criteria and % weighting] and
4. [Insert qualitative criteria and % weighting].

Or

There are no qualitative criteria specified for this procurement process.

## Invite and Receive Offers

[Include a list of target organisations.]

## Insurance Requirements

The proposed insurance requirements are as follows:

1. Public Liability Insurance for an amount of not less than [$20 million] for any one occurrence and unlimited in the aggregate
2. Professional Indemnity Insurance for a sum insured of not less than [select required value - $1 million / $2 million / $5 million / $10 million / $20 million$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
3. Workers’ Compensation Insurance for an amount of not less than $50 million for any one occurrence in respect of workers of the Service Provider
4. Motor Vehicle Third Party Liability Insurance for an amount of not less than [$25 million - $30 million] for any one occurrence or accident.
5. Compulsory Third Party insurance and
6. Any additional insurance such as Personal Accident (Volunteer’s) Insurance and/or Cyber Liability Insurance. *[The inclusion of cyber liability insurance should be considered for procurements when, as part of a detailed risk assessment, a cyber liability exposure is identified. Please contact the Insurance Commission of WA (*contracts@icwa.wa.gov.au*) with any queries if guidance is required, including guidance on the appropriate coverage threshold between $1 million and $20 million.]*

## Evaluation Rating Scale

A rating scale of 0-9 will be used for evaluating each submission. Panel members will be required to score each response to the qualitative requirements. The rating scale and a description for the range of scores is shown in the table below.

|  |  |
| --- | --- |
| **SCORE** | **DESCRIPTION** |
| **0** | The response **does not** address the qualitative requirement.**or**The evaluation panel is **not confident** that the Respondent:* Understands the Request requirements covered by this qualitative requirement and / or
* Will be able to satisfactorily meet the qualitative requirement(s).
 |
| **3** | The evaluation panel has **some reservations** whether the Respondent:* Understands the Request requirements covered by this qualitative requirement and / or
* Will be able to satisfactorily complete the Request requirements covered by this qualitative requirement.

If **Minor** concern: rate higher (4).If **Major** concern: rate lower (1 or 2). |
| **5** | The evaluation panel is **reasonably confident** that the Respondent:* Understands the Request requirements covered by this qualitative requirement and / or
* Will be able to satisfactorily complete the Request requirements covered by this qualitative requirement to a **reasonable standard**.
 |
| **6** | The evaluation panel is **confident** that the Respondent:* Understands the Request requirements covered by this qualitative requirement and / or
* Will be able to satisfactorily complete the Request requirements covered by this qualitative requirement to a **reasonable standard**.
 |
| **7** | The evaluation panel is **confident** that the Respondent:* Understands the Request requirements covered by this qualitative requirement and / or
* Will be able to satisfactorily complete the Request requirements covered by this qualitative requirement to a **good standard**.
 |
| **8** | The evaluation panel is **confident** that the Respondent:* Understands the Request requirements covered by this qualitative requirement and / or
* Will be able to satisfactorily complete the Request requirements covered by this qualitative requirement to a **high standard**.
 |
| **9** | The evaluation panel is **confident** that the Respondent:* Understands the Request requirements covered by this qualitative requirement and / or
* Will be able to satisfactorily complete the Request requirements covered by this qualitative requirement to a **very high standard**.
 |

## Price

### Pricing Model

[Ensure the potential impact of the Fair Work Australia 2012 Equal Remuneration Order is taken into consideration in pricing for the service. Choose between the following two options.]

Respondents will be required to submit sustainable prices after factoring in any impacts on their pricing of the Fair Work Australia 2012 Equal Remuneration Order.

**Option 1**:

[The following text applies to Requests where respondents are being asked to submit prices:]

Respondents will be required to complete a price schedule requesting prices for each of the following components of the procurement [e.g. types of services required to achieve service level outcome].

To ensure that a fair comparison of prices can be made, specific detail will be provided in the Request (e.g. estimated / actual hours, quantities). Respondents will be asked to submit prices on a [lump sum/hourly rate/cost per unit] basis.

In comparing respondent’s prices, a whole of life cycle cost approach will be taken.

Or **Option 2**:

[The following text applies to Requests where the fixed budget is published and respondents are asked to submit a quantum of services for the price:]

A fixed budget will be included in the Request.

Respondents will be asked to respond with a sustainable quantum of services to be delivered for the fixed budget.

### Service Payment Variation

The Service Payment is fixed for the first year of the Term.

Each year, the Service Payment will be varied in accordance with the [Western Australian Government Indexation Policy for the Non-Government Human Services Sector](https://www.wa.gov.au/government/publications/indexation-policy-the-non-government-human-services-sector).

### Buying Process

[Explain how services will be purchased from the panel of service providers. Delete this section if not applicable.]

### Early Tender Advice

An early tender advice notice [will be] / [has been] placed on Tenders WA for this proposed procurement.

### Request Briefing Session

[If not applicable, state explain why a Request briefing session will not be held.]

A [**mandatory / non-mandatory**] Request briefing will be held during the Request advertisement period. The purpose of the briefing session will be to outline and clarify the basis and details of the proposed contractual framework.

(Note that should a Respondent not attend a mandatory briefing, its Offer cannot be assessed. As such, caution should be used when considering holding a mandatory briefing).

## Evaluation Panel

An evaluation panel made up of the following people will evaluate Offers:

[Add or delete the following lines as required:]

1. [Insert title and agency]
2. [Insert title and agency]
3. [Insert title and agency] and
4. [Insert title and agency].

[Also include the name of any independent panel members, especially for incumbent service provider contracts e.g. probity advisor, legal advisor, facilitator, etc.

The evaluation panel should include a range of skills and experience relevant to the nature of the services being purchased and include a panel member with an appropriate amount of procurement expertise.

Non-public servants or external consultants who have been engaged by the evaluation panel to provide technical support or advice regarding the evaluation process should not be voting panel members.]

# Contract Management

## Contract Management Plan

[State Party name] will maintain the overall management of the Service Agreement formed as a result of the Request process. [State Party name] will develop a contract management plan in accordance with Rule E1 Develop a Contract or Project Management Plan of the [Western Australian Procurement Rules](https://www.wa.gov.au/government/multi-step-guides/western-australian-procurement-rules).

[Please note that a contract management plan is mandatory for Service Agreements valued at $5 million or more.]

The [State Party name], as the Customer, will retain the rights and responsibilities for major dispute resolution, extensions, variations and termination issues.

## Contract Manager

### Contract Manager

The proposed contract manager for the contract will be:*[If the contract is to be managed by a team, the person identified here should be the person leading the team and who has the responsibility for the management of the contract and the team]*

Name:

Position Title:

### Contract Management Team *[Delete if no contract management team]*

The contract will be managed by a team and the team leader is identified above. The contract management team will also be comprised of the following members:

|  |  |  |
| --- | --- | --- |
| Name | Position | Role and Responsibilities |
|  |  |  |
|  |  |  |
|  |  |  |

### Contract Handover

The contract manager [or, edit as required]The contract management team member, [insert name], will be involved in the procurement process and as such, will collect and collate all the appropriate information and documentation to ensure the contract can be managed efficiently and effectively.

A contract handover will not be required.

or

The contract manager or a contract management team member *[delete team member part if no team]* will not be involved in the procurement process.

A contract handover will be required to collect and collate all the appropriate information and documentation to ensure the contract can be managed efficiently and effectively.

This will occur as follows:

* [Detail how the contract handover will occur to ensure the contract manager and/or team will have all the appropriate information and documentation to ensure the contract can be managed efficiently and effectively]

## Performance Requirements

The proposed contract management performance requirements for the contract are:

### **Key** Performance **Indicators**

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

Detail KPIs to be included to monitor performance and to ensure outcomes are achieved.

If KPIs are not being specified provide details about how contractor performance will be measured.

### Reporting

The contractor/s will be required to provide [State Agency name] with the following reports:

List proposed reporting requirements e.g. the type and frequency of reports required. Consider inclusion of indicators from the [Outcomes Measurement Framework](https://www.wa.gov.au/government/publications/community-services-outcomes-measurement-framework) where appropriate.

Expand on CUA reporting requirements if relevant.

### Aboriginal Participation Requirements

Include details regarding Aboriginal participation reporting as required under the Aboriginal Procurement Policy. At a minimum, Service Providers will be required to report annually on the Employment of Aboriginal Persons Outcomes requirement, and at the expiry of the Service Agreement Term for the Aboriginal Business / ACCO Subcontracting Outcomes requirement.

Procedures, as applicable, will be put in place to:

1. Actively monitor the ongoing requirements, commitments and obligations, as detailed in the Offer submitted by the Service Provider, to meet the Aboriginal participation requirements;
2. Ensure the contract manager details in Tenders WA are kept up to date so that the Tenders WA notifications are sent to the current contract manager; and
3. Actively monitor the entry of the participation reports into Tenders WA by the Service Provider, as required.

### **Meetings**

The proposed meeting requirements to be included are as follows:

List proposed meeting requirements e.g. type and frequency of meetings required.

## **Transition**

Detail any contract start up issues and/or any transition in and out issues. Provide details of the proposed strategy for managing these issues.

## Contract Review

Formal reviews of the contract will be undertaken by the contract manager prior to contract extension and expiry to ensure outcomes are being achieved and value for money claims are validated.

## Risk Management

Identified risks (refer Appendix B – Risk Assessment) and any new risks that arise during the contract will be actively reviewed and managed, and where required, after contract expiration (e.g. extended professional indemnity insurance requirements).

## Risk Management

[Elaborate on the risk management strategies that will be employed as part of the contract management process to manage the risks identified in section 4.]

## Applications from New Service Providers for Standing Offers

[Describe the approach that will be taken if non-contracted service providers apply to join the panel arrangement. Will this be permitted? If so, state the mechanism for approval. Delete this section if not applicable.]

## Adding/Removing Services To/From Standing Offers

[Describe the approach that will be taken if there are amendments to the specification. Will this be permitted? State the mechanism for approval. Delete this section if not applicable.]

# Appendix A – Estimated Service Agreement Value and Approved Funding Sources

***[Instructions for Table 1 – Estimated Service Agreement Value (see pages below)***

*Table 1 should be completed for all procurements and informed by more detailed costings prepared separately. Refer to the* [*Financial Guidelines for Government Agencies – Commissioning Community Services*](https://www.wa.gov.au/government/publications/financial-guidelines-government-agencies-commissioning-community-services) *for further information.*

*Note that the* [*Indexation Policy for the Non-Government Human Services Sector (NGHSS)*](https://www.wa.gov.au/government/publications/indexation-policy-the-non-government-human-services-sector) *applies to Community Services agreements. Chief Financial Officers have access to current Government-approved NGHSS indexation rates to be reflected in Table 1. NGHSS indexation rates beyond the forward estimates should be ‘flatlined’ (i.e. consistent with the last known rate of indexation).*

*Beyond Year 5, column(s) should be populated/adjusted on a case-by-case basis to appropriately reflect the structure and total quantum of extension option(s).*

*Only populate the ‘Estimated Volume’ rows if service volume(s) will be specified in the Request for Tender. Otherwise, delete these rows.*

***Instructions for Table 2 – Approved Funding Sources (see pages below)***

*Completion of Table 2 is mandatory where the Current or Estimated Service Agreement Value is $5 million or more (including GST) over the Service Agreement Term.*

*Total approved funding must be consistent with Table 1 (excluding GST) in each financial year, and should reflect the current level of approved funding (e.g. changes to NGHSS indexation parameters approved through Budget processes).*

*Existing service funding only applies where an existing Community Service is being continued and has approved ongoing funding.*

*Provide further information on other funding sources in the relevant section below as required (for example, for the internal reprioritisation of services).*

*Beyond Year 5, column(s) should be populated/adjusted on a case-by-case basis to appropriately reflect the structure and total quantum of extension option(s).]*

## Table 1: Estimated Service Agreement Value

| **Service element**(as applicable) | **Year 1202X-YY** | **Year 2202X-YY** | **Year 3202X-YY** | **Year 4202X-YY** | **Year 5202X-YY** | **Year(s) X to Y202X-YY***[extension option(s) if applicable]* | **Total** |
| --- | --- | --- | --- | --- | --- | --- | --- |
| Indicative indexation*[%]* |  |  |  |  |  |  |  |
| Program 1 - estimated price*[$’000 exc. GST]* |  |  |  |  |  |  |  |
| Program 1 - estimated volume*[specify units of service]* |  |  |  |  |  |  |  |
| Program 2 - estimated price*[$’000 exc. GST]* |  |  |  |  |  |  |  |
| Program 2- estimated volume*[specify units of service]* |  |  |  |  |  |  |  |
| *[add extra rows as necessary]* |  |  |  |  |  |  |  |
| **Total Estimated Service Agreement Value (exc. GST)***[$’000]* |  |  |  |  |  |  |  |
| **Total Estimated Service Agreement Value (inc. GST)***[$’000]* |  |  |  |  |  |  |  |

*[Table 1 Instruction: Totals should be inclusive of indicative indexation – provide key workings.]*

## Table 2: Approved Funding Sources

The availability of approved funding sources is detailed in Table 2 below. The table was approved on [insert date] by [insert name], Chief Financial Officer, [insert Agency/State Party] and [insert name], Accountable Authority, [insert Agency/State Party].

| **Source of funding**(as applicable) | **Final year – Current agreement** *[if applicable]*$’000 | **Year 1202X-YY**$’000 | **Year 2202X-YY**$’000 | **Year 3202X-YY**$’000 | **Year 4202X-YY**$’000 | **Year 5202X-YY**$’000 | **Years X to Y202X-YY***[extension option(s) if applicable]*$’000 | **Total**$’000 |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Existing funding sources** *[populate as applicable]* |
| **Existing service funding level** |  |  |  |  |  |  |  |  |
| **Other existing funding** |  |  |  |  |  |  |  |  |
| **Additional funding sources** *[insert SIMS adjustment numbers as applicable]* |
| **Additional appropriation**  |  |  |  |  |  |  |  |  |
| **Cash at bank** |  |  |  |  |  |  |  |
| **Other** |  |  |  |  |  |  |  |
| **Total approved funding** |  |  |  |  |  |  |  |  |
| **…………………………………………………****Insert Name (signed)****Chief Financial Officer****Agency / State Party** | **………………………………………….****Insert Name (signed)** **Accountable Authority****Agency / State Party** |

*Table 2 Note: All figures are net of GST and inclusive of indicative indexation.*

## Further information

[Provide further information on estimated service costs and/or approved funding sources if required (e.g. key costing assumptions; description of any services being reprioritised; key parameters of ERC/Cabinet decisions)]

# Appendix B – Risk Assessment

[Insert a risk register here.

There is no single risk register or table that must be used in this section. The risk register provided in the Department of Finance ‘risk workbook’ template can be used, or any other risk register, table or other means of documenting risk.

As a minimum, this appendix should describe the risks identified, along with their ratings and treatment strategies employed.]