# Request & Addenda

# **CUA AFA2024 - COMMON USE ARRANGEMENT FOR AUDIT AND FINANCIAL ADVISORY SERVICES**

- Request
- Addendum 1
- Addendum 2

# Request

# **Request Title:**

**Audit and Financial Advisory Services Common Use Arrangement** 

# **Request Number:**

CUAAFA2024

# **Closing Time:**

2:30 PM Friday 15 March 2024, Western Australia

# Issued by:

The Department of Finance for use by State Agencies and Authorised Bodies described as Potential Customers in Clause 2.1 of the General Conditions

# **OFFICIAL**

# **Request Document**

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# Part A – Request No CUAAFA2024

# 1. Introduction

# 1.1 Background

The Department of Finance (Finance) issues this Request to establish a new Common Use Arrangement (CUA) for the provision of Audit and Financial Advisory Services (CUAAFA2024). CUAAFA2024 will replace the current CUA for Audit Services and Financial Advice (CUAAFA2018) which is due to expire on 30 June 2024.

CUAAFA2024 will be for an initial period of three years. There are two, two-year contract extension options available at the absolute discretion of the Contract Authority. The Contract Authority has the discretion to exercise both extension options simultaneously, if it wishes to do so.

The new arrangement seeks the provision of the following nine categories of services:

- Category A. Audit Services
- Category B. Forensic Audit Services
- Category C. Probity Services
- Category D. Risk Advisory Services
- Category E. Financial, Accounting and Taxation Advisory Services
- Category F. Commercial Advisory Services
- Category G. Financial Assessment Services
- Category H. Program, Project, and Business Reviews (non-mandatory)
- Category I. Actuarial Services

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

The Contract will be mandatory for public authorities located in the Perth metropolitan area for categories A to G and I. Category H will be non-mandatory.

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

#### 1.2 Submission of Offer

#### 1.2.1 Hand and Post Lodgement

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

#### 1.2.2 Facsimile Lodgement

Offers may not be submitted by facsimile.

# 1.2.3 Electronic Lodgement

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

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

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

TWA Approved File Formats			
Adobe Reader File #	.pdf	Image File	.jpeg
Microsoft Excel File *	.xls	Image File	.jpg
Microsoft Excel File *	.xlsx	Image File	.png
Microsoft Excel File *	.csv	Media File	.mp4
Microsoft PowerPoint File *	.ppt	Media File	.mpp
Microsoft PowerPoint File *	.pptx	Rich Text Format File	.rtf
Microsoft Publisher File *	.pub	Text File	.txt
Microsoft Word File *	.doc		
Microsoft Word File *	.docx		
Microsoft Word File *	.docm		
TWA Approved File Formats – Compression Formats			
ZIP File	.zip	Unix File	.Z
gzip File	.gz	7-zip File	.7z
RAR File	.rar		

<sup>#</sup> PDF files must be Adobe compatible. \* Microsoft files must be PC / Windows compatible.

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

- a). in a file format that is not listed in the table above; or
- b). uses one of the compression file formats listed above, and the underlying compressed file(s) is saved in a format not listed in the table above,

the Contract Authority or Customer may exclude the content of that file(s) from their consideration of the Respondent's Offer at their discretion.

The Tenders WA Terms of Use can be viewed at <a href="www.tenders.wa.gov.au">www.tenders.wa.gov.au</a>. Guidelines to assist Respondents with registering on Tenders WA and lodging an Offer electronically can be downloaded at <a href="www.tenders.wa.gov.au">www.tenders.wa.gov.au</a> by following the links 'Help' > 'Help Guides' > 'Suppliers Help Guides'.

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

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

# 1.3 Offer Validity Period

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

Part A

#### 1.4 Tenders WA

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

# 1.5 **Briefing**

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

Date: 13 February 2024

Time: 10:00 AM Western Australia

Location: CUAAFA2024 Industry Briefing Session - Meeting Link

The Respondent is requested to confirm its attendance by no later than 4.30PM, Western Australia 12 February 2024 by contacting patricia.sneddon@finance.wa.gov.au.

Note: Access to the <u>electronic briefing</u> is via the link provided above. Click on the link for direct access to the meeting.

#### 1.6 **Contact Persons**

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

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

# **Contractual and Routine Enquiries to 16 February 2024**

Name: Patricia Sneddon

Title: Senior Procurement Manager

Telephone: 08 6551 1551

E-mail: Patricia.Sneddon@finance.wa.gov.au

#### Contractual and Routine Enquiries from 17 February 2024 to 15 March 2024

Name: Philippa Hansen

Title: Assistant Director, Projects, and Development

Telephone: 08 6551 1326

E-mail: <u>Philippa.Hansen@finance.wa.gov.au</u>

#### **Advice on Delivering Offers:**

Name: Tendering Services

Telephone: (08) 6551 2345

# **Advice on Using Tenders WA:**

Name: Procurement Systems Support

Telephone: (08) 6551 2020

Part A

# 1.7 Request Conditions

The "Request Conditions" are contained in the Part A of the *Request Conditions* and *General Conditions* of *Contract* [August 2023] located at <a href="https://www.wa.gov.au/government/publications/request-conditions-and-general-conditions-of-contract-august-2023">www.wa.gov.au/government/publications/request-conditions-and-general-conditions-of-contract-august-2023</a> and contain important provisions regarding the nature of this Request and the consequences of the Respondent submitting an Offer. The Respondent is deemed to have read and considered the Request Conditions prior to submitting an Offer.

# 2. Selection Process

#### 2.1 **Selection Process**

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

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

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

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

# 2.2 Western Australian Procurement Rules and Government Policies

The following apply to this Request:

- a). The Western Australian Procurement Rules, as applicable
   The Western Australian Procurement Rules can be viewed at and downloaded from wa.gov.au.
- b). The WA Buy Local Policy 2022
  - The WA Buy Local Policy 2022 can be viewed at and downloaded from wa.gov.au.
- c). Western Australian Industry Participation Strategy (WAIPS)

The <u>WAIPS</u> can be viewed at and downloaded from wa.gov.au.

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

# 2.3 Supplier Debarment Regime

In January 2022, the Western Australian supplier debarment regime commenced operation. The debarment regime establishes grounds and processes through which a supplier can be excluded (by suspension or debarment) from supplying goods, services and works to State Agencies. The regulatory scheme is established under Part 7 of the *Procurement Act 2020* and the *Procurement* 

(Debarment of Suppliers) Regulations 2021. Further information about the regulatory scheme is available from WA.gov.au and Tenders WA.

Unless operation of the *Procurement (Debarment of Suppliers) Regulations 2021* has been excluded, the Contract Authority or Customer must exclude from consideration any Offer received from a Respondent who is suspended or debarred, and any Offer which includes a subcontracting arrangement with a suspended or debarred subcontractor.

# **Schedule 1 - Head Agreement Details and Customer Contract Details**

# Head Agreement Details

1.	Contract Authority	The Contract Authority is the Director General, Department of Finance.	
2.	The Term of the Head Agreement	The Term of the Head Agreement is three years.	
3.	Commencement Date	The Contract Authority will notify the Contractor of the Commencement Date in the Letter.	
4.	Extensions	The Contract Authority has two options to extend the Term, each option having a two-year duration.	
5.	Notice of Extension	Clause 3.8 of the General Conditions applies.	
6.	Price Variation	The Contractor's maximum prices will be fixed for the first year of the Term.	
		On each anniversary of the Commencement Date, maximum hourly rates may be varied by the Wage Price Index (Wage Price Index, Australia: (Cat No. 6345.0): Table 3b. Total Hourly Rates of Pay Excluding Bonuses: Private Sector by State – Western Australia).	
		The Contractor shall apply in writing for the Contract Authority's approval each time a revised price is to be applied to the Head Agreement.	
		Application to the Contract Authority must be made within twenty-one days prior to the Contract Commencement Date or anniversary thereof. The revised price will take effect on the anniversary of the Contract Commencement Date.	
		Where a Contractor has failed to make an application within the specified timeframe, the Contractor will be precluded from applying for price variation until the following anniversary date.	
		Documentation will be required to justify applications for revised Contract prices during the term of the Contract.	
		No price variation is payable unless and until approved by the Contract Authority.	
		Any request by the Contractor for back-payment of price variations will not be considered.	
		6.1 Price Decrease	
		Contractors may apply to decrease rates at any time.	
7.	Public Liability	Public liability insurance covering the legal liability of the Contractor and the Contractor's Personnel arising out of the Services for an amount of not less than <b>\$10 million</b> for any one occurrence and unlimited in the number of occurrences happening in the period of insurance.	
8.	Workers' Compensation	Workers' compensation insurance in accordance with the provisions of the <i>Workers' Compensation and Injury Management Act 1981</i> (WA), including cover for common law liability for an amount of not less than <b>\$50 million</b> for any one occurrence in respect of workers of the Contractor.	
		The insurance policy must be extended to cover any claims and liability that may arise with an indemnity under section 175(2) of the <i>Workers' Compensation and Injury Management Act 1981.</i>	

9. Contract	Reporting		
Management	Contractors will be required to provide Finance with the following reports:		
Requirements	Quarterly sales report detailing all transactions completed within 30 days of quarter end. Refer to Schedule 16 for the reporting template;		
	<b>WAIPS Exemption reporting</b> as per WAIPS policy (Refer Item 19 of this Head Agreement); and		
	Ad-hoc reporting for government agencies as required.		
	<u>Meetings</u>		
	Meetings will be on an as required basis.		
	Contractor Obligation		
	<b>Update contractor profile –</b> Contractors are responsible for maintaining the currency of their own Contractor profile.		
	Key Performance Indicators (KPIs)		
	The Contractor and Contract Authority will monitor the Key Performance Indicators (KPIs) as defined in Schedule 2 of the Request		
	Failure to comply with the KPI's specified in Schedule 2 is an Event of Default for the purposes of clause 35.3 of the General Conditions.		
	Contract Authority's Representative		
	Vanessa Stickells		
	Telephone: (08) 6551 1593 Email: vanessa.stickells@finance.wa.gov.au		
	Or as delegated by the Contract Authority.		
	Contract Authority's address		
	Contract Authority's address  Department of Finance - Government Procurement Level 4, Optima Centre 16 Parkland Road		
	Department of Finance - Government Procurement Level 4, Optima Centre		
10. Confidential Information	Department of Finance - Government Procurement Level 4, Optima Centre 16 Parkland Road Osborne Park WA 6017		
	Department of Finance - Government Procurement Level 4, Optima Centre 16 Parkland Road Osborne Park WA 6017 Mailing Address - Locked Bag 11, Cloisters Square, Perth WA 6850  For the purposes of paragraph (b) of the definition of "Confidential Information" in clause 2.1 of the General Conditions, there is no information that is specified by the Contract Authority as confidential.		
Information	Department of Finance - Government Procurement Level 4, Optima Centre 16 Parkland Road Osborne Park WA 6017 Mailing Address - Locked Bag 11, Cloisters Square, Perth WA 6850  For the purposes of paragraph (b) of the definition of "Confidential Information" in clause 2.1 of the General Conditions, there is no information that is specified by the Contract Authority as confidential.  This Request is to establish a Panel Arrangement. Clause 4(b) of the		
Information  11. Panel Arrangement	Department of Finance - Government Procurement Level 4, Optima Centre 16 Parkland Road Osborne Park WA 6017 Mailing Address - Locked Bag 11, Cloisters Square, Perth WA 6850  For the purposes of paragraph (b) of the definition of "Confidential Information" in clause 2.1 of the General Conditions, there is no information that is specified by the Contract Authority as confidential.  This Request is to establish a Panel Arrangement. Clause 4(b) of the General Conditions applies.		
Information  11. Panel Arrangement  12. Police Clearance  13. Confidential Declaration – Prevention of	Department of Finance - Government Procurement Level 4, Optima Centre 16 Parkland Road Osborne Park WA 6017 Mailing Address - Locked Bag 11, Cloisters Square, Perth WA 6850  For the purposes of paragraph (b) of the definition of "Confidential Information" in clause 2.1 of the General Conditions, there is no information that is specified by the Contract Authority as confidential.  This Request is to establish a Panel Arrangement. Clause 4(b) of the General Conditions applies.  Clause 18.4 of the General Conditions applies.		
Information  11. Panel Arrangement  12. Police Clearance  13. Confidential Declaration – Prevention of Paedophilia	Department of Finance - Government Procurement Level 4, Optima Centre 16 Parkland Road Osborne Park WA 6017 Mailing Address - Locked Bag 11, Cloisters Square, Perth WA 6850  For the purposes of paragraph (b) of the definition of "Confidential Information" in clause 2.1 of the General Conditions, there is no information that is specified by the Contract Authority as confidential.  This Request is to establish a Panel Arrangement. Clause 4(b) of the General Conditions applies.  Clause 18.4 of the General Conditions applies.  Clause 18.5 of the General Conditions does not apply.		

# 17. Government Policies

The following obligations are obligations relating to Government procurement policies for the purposes of clause 32 of the General Conditions:

The Western Australian Industry Participation Strategy requirements mentioned and/or described in Item 19 of the Head Agreement Details

# 18. Termination Without Cause

- a). Unless stated to the contrary in the Head Agreement Details, the Contract Authority may, in its absolute discretion and for its sole benefit, terminate this Head Agreement without cause in whole or in part at any time by 30 days (or such other period as may be agreed between the parties) prior written notice to the Contractor. The Contractor will immediately comply with any directions given by the Contract Authority in the notice. No compensation will be payable by the Contract Authority to the Contractor in the event of termination pursuant to this clause 18.
- b). Termination of the Head Agreement under sub-clause (a) does not have any effect on any Customer Contracts entered into prior to the date of termination of the Head Agreement, but for the avoidance of doubt the Contractor may not enter into any new Customer Contracts after the date of termination of the Head Agreement.

# 19. Western Australian Industry Participation Strategy (WAIPS) – Requirements For CUA and Panel Arrangements

# a Exemption Reporting

- i The Contractor must submit a completed WAIPS Participation Plan Exemption Report for Common Use Arrangements and agency panel contracts to the Contract Authority:
  - (A) annually (Annual Report); and
  - (B) upon the expiry of the Head Agreement (**Final Report**), in accordance with this clause.
- ii Each report submitted under subclause a i must use the form of, and must address the matters outlined in, the <u>WAIPS</u>

  <u>Participation Plan Exemption Report for Common Use</u>

  <u>Arrangements and agency panel contracts template</u> which is available to download from WA.gov.au.
- iii Subject to subclause a iv below, the Contractor must submit:
  - (A) an Annual Report on the anniversary of the Commencement Date, or on such other date each year as is notified by the Contract Authority to the Contractor; and
  - (B) a Final Report no later than two months after the expiry of the Head Agreement.
- iv Where the Head Agreement is 12 months or less, only one report from the Contractor is required, being the Final Report, which the Contractor must submit in accordance with subclause a iii (B).
- v The report required by this clause must be endorsed and verified as being true and correct by the Contractor's Chief Executive Officer, Managing Director or equivalent.

#### b Use of Information

The Contract Authority may use or disclose the reports provided under this clause for the legitimate purposes of or relating to government or the business of government.

#### c Clause survives

This clause survives the termination or expiration of the Head Agreement.

# **Customer Contract Details**

Customer	The Custome	er will be specified in the C	order	
The Term of the Customer Contract		<u> </u>	I be specified in the Order.	
Commencement Date	The Custome	•	of the Commencement Date in	
Extensions		n options will be that spec	ified in the Quote Form	
Notice of Extensions		f the General Conditions a		
Price Variation			be that specified in the Head	
i noo rananon	Agreement.	anation moonamem will k	oo that opcomed in the fread	
If new Head Agreement prices become effective Customer Contract and the Customer chooses Contract, the new Head Agreement prices commencement date of the Extension.			hooses to extend the Customer	
Insurance	Insurance R	isk Reference Table		
	For each Customer Contract, public authorities will be required to assess the associated risks and request the corresponding minimum insurance limit from the contractors, as outlined in the table below. Customers have the flexibility to increase insurance requirements based on their risk assessment for each procurement.			
	Risk Level	vel Key Risk Minimum Insurance Cover		
	Low Risk Contracts	Errors and omissions in the advice provided which is covered by Professional Indemnity insurance.	Professional Indemnity \$2m Public Liability \$10m, \$20m if contractor will be required to attend site for or on behalf of the Agency.	
		Errors and omissions in	Workers' Compensation	
	Medium Risk Contracts	the advice provided which is covered by Professional Indemnity insurance.	Professional Indemnity \$5m Public Liability \$20m Workers' Compensation	
	High Risk Contracts	Errors and omissions in the advice provided which is covered by Professional Indemnity insurance. Potential Cyber and liability risk exposures e.g., network intrusion, loss of records, business interruption.	Professional Indemnity \$10m+ Public Liability \$20m Workers' Compensation	
			overing the legal liability of the	
	Contractor and the Contractor's Personnel under the Customer Contract, arising out of any act, negligence, error or omission made or done by or on behalf of the Contractor, or any subcontractor in connection with the Contract, for the sum 'as stated in the Customer Contract Quote Form' (i.e., \$2m - \$10m+), 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.			

Professional indemnity insurance required under this clause must include:

- a) fraud and dishonesty
- b) defamation
- c) infringement of intellectual property rights
- d) loss of or damage to documents and data; and
- e) breach of Australian Consumer Law.

Contractors must possess at least the minimum amount specified for low-risk Contracts. Contractors that do no not possess the minimum insurance requirements for medium and/or high Contracts will not be qualified to receive or respond to Request for Quotes for Contracts of that risk level.

<u>Public liability insurance</u> covering the legal liability of the Contractor and the Contractor's Personnel arising out of the Services for the sum 'as stated in the Customer Contract Quote Form' (i.e., \$10m - \$20m) for any one occurrence and unlimited in the number of occurrences happening in the period of insurance.

Contractors must possess at least the minimum amount specified for low-risk Contracts. Contractors that do no not possess the minimum insurance requirements for medium and/or high-risk Contracts will not be qualified to receive or respond to Request for Quotes for Contracts of that risk level.

<u>Workers' compensation insurance</u> 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 \$50m for any one occurrence in respect of workers of the Contractor.

The insurance policy must be extended to cover any claims and liability that may arise with an indemnity under section 175(2) of the Workers' Compensation and Injury Management Act 1981.

#### **Optional Insurance**

Based on the scope of the Customer Contract and the assessed risks, Agencies may also require contractors to hold the following insurances:

- Cyber Liability limit to be determined based on risk assessment.
- Motor Vehicle Third Party \$30m
- Compulsory Third Party

<u>Information Technology (Cyber) Liability insurance</u> covering the legal liability of the Contractor for claims arising from any actual or alleged:

- a) breach of public disclosure of personal or corporate information
- b) liability loss of or damage to property including data whilst in the care, custody, or control of the Contractor
- c) breach of confidence or privacy by the Contractor or by any person or entity engaged by the Contractor
- d) act or omission by an unauthorised person or entity resulting in loss of or damage to the Customer's property (including hardware, software, and data),

for an amount not less than \$....... (to be specified in the Schedule 5 - Order Forms) any one claim and in the annual aggregate. The insurance must be maintained for a period of at least 6 years after termination or expiration of the Contract.

<u>Motor vehicle third party insurance</u> covering legal liability against property damage and bodily injury to, or death of, persons (other than

Part A Head OFFICIAL	Agreement Details and Customer Contract Details Part A Respondent to Read and Keep This Part
	compulsory third-party motor vehicle insurance) caused by motor vehicles used in connection with the Products and / or Services for an amount of not less than <b>\$30m</b> for any one occurrence or accident.
	<u>Compulsory third-party insurance</u> as required under any statute relating to motor vehicles used in connection with the Services.
Contract Management	Customer's Representative
Requirements	As specified in the Quote Form.
	Customer's contact details
	As specified in the Quote Form.
	Reporting
	As specified in the Quote Form.
	Meetings
	As specified in the Quote Form.
	Key Performance Indicators
	As specified in the Quote Form.
SPECIAL CONDITIONS	
Confidential Information	For the purposes of paragraph (b) of the definition of "Confidential Information" in clause 2.1 of the General Conditions, there is no information that is specified by the Customer as confidential.
Police Clearance	Clause 18.4 of the General Conditions applies.
Confidential Declaration – Prevention of Paedophilia	Clause 18.5 of the General Conditions does not apply.
Warranties	For the purposes of clause 19.5 of the General Conditions, no
	warranties are specified.
Intellectual Property Owner	warranties are specified.  The Contractor is the owner of the Intellectual Property Rights in New Material for the purposes of clause 23.2 of the General Conditions.

State Agency is specified.

Publicity

**Government Policies** 

For the purposes of clause 24.4 of the General Conditions, no other

For the purposes of clause 32 of the General Conditions, no obligations

relating to Government procurement policies are specified.

# Schedule 2 - Statement of Requirements/ Specification

# 1. Statement of Requirements

This CUAAFA2024 will provide a range of audit and financial advisory services to public authorities to assist with:

- a). conformance to the requirements of the Financial Management Act 2006 (FMA) and a range of Government policies including, but not limited to, Treasurer's Instruction (TI) 825 Risk Management, TI 812 Insurance, and TI 1201 Internal Audit.
- b). financial resources management and budgetary decision-making processes.

The FMA requires public authorities to ensure that:

- the agency operates in a manner that is efficient and economic thus achieving its objectives
- have the custody, control and management of, and accounting for, all public property under its control; and
- an effective internal audit function is maintained.

The services available from the CUA will be sought on an 'as required' basis and engagement terms will vary. For example, Public Authority's internal audit assignments may be performed completely in-house, or completely or partially outsourced to contractors. Financial advice is usually sourced on an individual assignment basis.

The structure of CUAAFA2024 will be as follows:

- 1.1.1 <u>Mandatory</u> for public authorities located in the Perth metropolitan area for categories A to G and I.
- 1.1.2 Non-mandatory for public authorities located in the Perth metropolitan area for category H (program, project, and business reviews).
- 1.1.3 Non-mandatory for public authorities located in Western Australia regional areas where they may purchase outside the CUA, in accordance with the provisions of the 'Buy Local" policy.
- Non-mandatory for other Approved CUA Buyers.

# 2. Specification

Contractors will be required to provide Customers with the following categories of service:

# 2.1 Category A – Audit Services

For audit services (other than for forensics or probity) including internal audits, performance (operational) audits, compliance audits, financial audits, information systems audits and corporate governance reviews.

The Institute of Internal Auditors' Professional Practice Framework (PPF) defines Internal Audit as "an independent, objective assurance and consulting activity designed to add value and improve an organisation's operations. It helps an organisation accomplish its objectives by bringing a systematic, disciplined approach to evaluate and improve the effectiveness of risk management, control, and governance processes."

Treasurers Instruction Part XII outlines the basic requirements for an effective internal audit function and stipulate that audit services shall be carried out in accordance with the most recent Standards for the Professional Practice of Internal Auditing issued by The Institute of Internal Auditors.

An important aspect of the internal audit function is to report appropriately to the Customer or its audit committee on any matters, which in the opinion of the auditor, should be reported.

Feedback and advice should be provided to the Customer on Best Practice in both the public and private sectors as part of the internal audit reporting function, as this will assist enhancement of the Customer's efficiency and/or effectiveness and its controls.

# 2.2 Category B - Forensic Audit Services

For investigations through forensic accounting to prevent and resolve commercial disputes, fraud, misconduct, and breaches of rules and regulations.

# 2.3 Category C - Probity Services

For independent scrutiny of a process (including activities such as outsourcing, procurement, disposal of assets) to ascertain whether procedures followed are consistent with appropriate regulation, guidelines and best practice principles of openness and transparency. Elements that Probity Advisors and Probity Auditors must address are:

- Value for money
- Impartiality
- Dealing with conflicts of interest
- Accountability and transparency
- Confidentiality.

#### a). Probity Audits

Probity Audits will examine and evaluate whether a customer is complying with a probity plan during the life of a project and assesses whether the established criteria, standards and principles have been complied with at the completion of a project.

# b). Probity Advice

Probity advice and assistance will be provided before and during a process to improve the outcomes of a process and/or address unexpected probity issues that arise.

# 2.4 Category D - Risk Advisory Services

For business/business unit, procurement, project, program or initiative risk reviews, assessments and facilitation services including advice and assistance in defining and assessing risk categories and treatments, workshops, and training.

Treasurer's Instruction 825 Risk Management states:

"The accountable authority of an agency shall ensure that:

- (i). suitable risk management policies and practices are developed; and
- (ii). risk management policies and practices are periodically assessed and updated to ensure that they are suitable for managing risks inherent in the operations of the agency".

# 2.5 Category E – Financial, Accounting and Taxation Advisory Services

For advice on financial, accounting and taxation matters including:

# a). Financial Modelling

The development of financial models to support financial forecasting and analytics. This may include financial model reviews, advice and design.

# b). Financial Statements Analysis

Support and advice on the interpretation of financial statements and related data that would assist Customers in their financial planning, resource management and decision-making.

# c). Development of Accounting Policies and Procedures

Advice on the formulation and implementation of accounting policies and procedures in accordance with the requirements of the FMA.

# d). Preparation of Financial Statements and Annual Reports

Assistance with the preparation of financial statements and annual reports in compliance with the requirements of the FMA and International Financial Reporting Standards.

# e). Accounting Advice

Advice on the accounting treatment of large transactions, budget and cash flow management and advice on management models for facilities, for example when setting up new venues or sorting out old ones.

# f). Taxation Advice

Advice on State and Commonwealth tax legislation and its impact on the operation and performance of Customers, and related reporting requirements.

# 2.6 Category F - Commercial Advisory Services

For commercial advice on project/procurement/contract development including business case preparation and deployment, market analysis/engagement/implementation, development of selection/project evaluation criteria, development of tender documentation and support for tender evaluations.

For procurement advice including:

#### a). Business case development and deployment

Strategic analysis and advice at project and program level to support investment planning and decision making. Preparation of business cases in accordance with project concepts and guidelines.

## b). Procurement strategy development

Preparation of procurement strategies at project and program level including the assessment of packaging options and procurement options (e.g., design and construct, alliance, public private partnership, lease versus buy or other arrangements). Validation of procurement strategy through market capability analysis and market soundings.

# c). Procurement process support

Development of selection/project evaluation criteria, development of tender documentation and support for tender evaluations, including financial and commercial evaluations. Assist in tender negotiation phase.

# 2.7 Category G - Financial Assessment services

For the assessment of the financial capacity of organisations including for prequalification, pre-contract award and post contract award monitoring of contracts. Financial assessment services provide a due diligence check to assess a contractor has the financial capacity to complete the work or supply the goods and services without becoming insolvent or experiencing financial distress.

This category includes customised financial assessments or the ordering of individual reports with specified delivery timeframes and minimum requirements and outputs as specified in Attachment A.

The monitoring assessment service is ongoing for contracts in progress and is to protect Customers from changes to financial capacity that may occur after the initial assessment report decision was made. This service will monitor changes to a company's "state of health" and provide an early warning prior to changes or events actually occurring.

# 2.8 Category H – Program, Project, and Business Process Reviews (non-mandatory)

For the appraisal and evaluation of Customer programs. Reviews are for identifying and understanding the results of a program and their impacts, as well as what can be the best alternatives to help in decision-making and lead to improvement in the process.

# 2.9 Category I – Actuarial Services

For the provision of expertise to assess risk in insurance and finance through the application of statistics, contingency plans, and data to formulate plans best suited to help State Agencies balance liabilities, obligations, and compliance for the future.

# 3. Statement of Requirements

#### 3.1 Quote Form

The Customer will seek a quote from a Contractor from the relevant Category using the Quote Form attached at Schedule 5. This includes the overall cost to complete the services, including GST.

The use of the Quote Form in Schedule 5 is to identify the Customer requirements with reference to the buying rules as shown in Schedule 6.

This does not apply to purchasing of financial assessment services.

# 3.2 Online Ordering System for Financial Assessment Services

The Contract Authority seek to order reports under the financial assessment services sub-category via an internet based online ordering system. The ordering system should be user friendly, readily accessible, and reliable.

# 3.3 Service Requirements to Customers

It is important that a high level of customer service is maintained in the provision of these services including the suitability of the proposed services and accuracy of the associated administrative, technical, and billing operations. Contractors shall:

# Respondent to Read and Keep This Part

- a). Manage standards, processes and quality and ensure that services are supplied at the quoted rates
- b). Offer suitable service outcomes to Customers on a 'value for money' basis
- c). Provide a consistent and high level of services to all Customers
- d). Work closely with the Customer to deliver all aspects of the service requirements
- e). Ensure quality processes are in place to assess the suitability of the consultants offered to meet the outcomes and service requirements of Customers
- f). Carry out services as requested by the Customer, including any additional requirements that may be requested in the Order/Quote Form (Schedule 5)
- g). Provide feedback to the Customer on any issues, opportunities for improvement and minimising costs
- h). Maintain records of services performed in sufficient detail to permit performance monitoring and auditing by the Customer and/or Contract Authority and to provide the information to the Customer and/or Contract Authority within 10 working days if requested; and
- i). Participate in regular reviews of its performance by the Customer.

## 3.4 Service Standards

Contractors shall:

- a). Ensure that its quality assurance procedures and processes meet or exceed the standard required by the Customer
- b). Provide and maintain qualified and experienced consultants for the Customer Contract Term
- c). Respond within 24 hours to any Customer enquiry or concern; and
- d). Provide prior notice to the Customer to supply an alternate suitable Consultant if the initial proposed Consultant is no longer available.

# 3.5 Internet Security

When the provision of products and services under the Head Agreement are supported by an Information Technology (IT) system, the Contractor is required to maintain the adequacy of the security of their online computer system. Adequate security should address the following:

- a). integrity of data security measures designed to ensure that data transmitted or stored electronically is neither accidentally nor deliberately altered, defaced or lost
- b). confidentiality the characteristic of data and information being disclosed only to authorised persons, entities and processes
- c). authentication security measures designed to establish the validity of a transmission, message, or originator or a means of verifying an individual's eligibility to receive specific categories of information; and
- d). availability of service the characteristic of data, information and information systems being accessible and usable on a timely basis in the required manner.

Technology and management control mechanisms may include but not be limited to the following:

- 1. anti-virus tools
- 2. firewalls
- 3. back-ups
- 4. encryption / SSL
- 5. password controls
- 6. business continuity plans
- 7. electronic IDs; and
- 8. change controls.

## 3.6 Customer Data

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

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

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

# 3.7 Out of Scope

The following is out of scope of CUAAFA2024.

- Purchasing of:
  - Services offered by the Western Australian Treasury Corporation (WATC) do not form part of this CUA; this means that State Agencies can elect to engage the WATC to assist with their requirements.
  - Work Health and Safety Audits (WHS).

# 4. Contract Management

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

# 4.1 Reporting Requirements to the Contract Authority

- a). Contractors must accurately record and maintain all transactions made through this CUA and report these transactions quarterly in the Sales Report to the Contract Authority. The format of the Sales Report is detailed in Schedule 16 – Sales Reporting Requirements.
- b). Contractors must ensure all accounting systems contain sufficient internal controls to maintain the accuracy of the sales and billing data.
- c). The Contract Authority may, at their complete discretion, unilaterally amend the content and format of the reports during the term of the Head Agreement, as may be required from time to time to meet the WA Government's policy commitments and meet the changing and increasing demand for management information.
- d). Notwithstanding the expiry of the Head Agreement, Contractors must continue to submit the required reports to the Principal on each Customer Contact until such time as the last of the Customer Contracts has expired

# 4.1.1 Key Performance Indicators

The following Key Performance Indicators (KPI) will be applicable:

a). KPI 1: Sales Reports correctly submitted.

The Contractors will be required to provide comprehensive sales reports to a particular format and standard. The Contractors will be advised of the format required prior to commencement of the Contract.

Standards of Performance: 75 per cent success rate for sales reports correctly submitted.

Frequency: Quarterly

The Procurement Data Warehouse (PDW) system will not accept reports which have not been submitted in the correct format or with erroneous fields. Exception reports generated by the system should be completed in a timely manner by the Contractors.

A measurement of 75 per cent success rate for the submission of accurate sales reports is required and this will be assessed annually. Failure to consistently provide sales reports in the correct format and in a timely fashion will be considered a breach of the Contractors obligations for the purposes of the Request Conditions and General Conditions of Contract.

b). KPI 2: Sales Reports submitted on time.

The Contractors will be required to submit Sales Reports within 30 calendar days of the end of the relevant quarter.

Standards of Performance: Must be submitted within 30 calendar days of the end of the quarter.

Frequency: Quarterly

Measurement will be recorded through the late reminder emails and a 100 per cent success rate is required annually.

c). KPI 3: Contract rates correctly applied.

The Contractors will be required to apply the correct CUA contract rates for all engagements.

Standards of Performance: CUA contract rates must be correctly applied and a 100 per cent success rate is required annually.

Frequency of Report: At the discretion of the Contract Authority

Measurement will be at the discretion of the Contract Authority (e.g. through a sample audit of supplier sales data and invoices). CUA buyers will also be encouraged to provide feedback to the contract manager to assist in the monitoring of performance.

Failure to comply with the KPIs specified is an Event of Default for the purposes of clause 35.3 of the Head Agreement.

#### 4.1.2 Maintenance of Contractor Profile and Contract Information

- a). Contractor Profiles will be reviewed for accuracy and completeness annually from the Contract Commencement Date.
- b). Contractors must promptly notify the Contract Authority on any changes to the circumstances of the organisation including change of address and contact information or company winding up whether voluntary or by court order.
- c). Contractors must promptly notify the Contract Authority on changes to their nominated account manager. The outgoing account manager must notify the Contract Authority at least 14 days prior to departure and provide contact information for the incoming account manager.

# 4.1.3 Active Presence in the CUA

- a). Contractors must maintain an active presence in the CUA.
- b). Prior to exercising extension options, the Contract Authority will review the quarterly sales reports. Where the Contractor has returned nil total sales since the contract award or last extension option, the Contract Authority may not exercise the next extension option with that Contractor.

This clause does not affect the Contract Authority's absolute discretion when determining whether to exercise extension options.

# Part B - Content Requirement and Respondent's Offer

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

# 1. Note to Respondent

In preparing its Offer, the Respondent must:

- a). address each requirement in the form set out in this Part B
- take into account the Head Agreement and Customer Contract requirements, as explained in the Head Agreement Details and Customer Contract Details.
   The Respondent must read these in conjunction with the General Conditions
- c). in respect of the Qualitative Requirements in Section 5 in this Part B, provide full details of any claims, statements or examples. No detail is to be referenced to any website (refer 'no reference to information on websites)' under clause 2.7 of the Request Conditions
- d). assume that the Contract Authority or Customer has no knowledge of the Respondent, its activities, experience or any previous work undertaken by the Respondent for the Contract Authority, Customer or any other State Agency
- e). nominate any Offer Information that the Respondent wishes to expressly and reasonably nominate as confidential for the purposes of the Request Conditions
- f). Complete and return 'CUAAFA2024 Attachment 1 Electronic Response Schedule' for:
  - (i) Part B Introduction
  - (ii) Part B 2 Identity of Respondent
  - (iii) Part B 3\_4 Compliance & Disclosure Requirements
  - (iv) Part B 4.1 Compliance & Disclosure Requirements (if applicable)
  - (v) Part B 5 a) Qualitative Criteria Organisational Capacity
  - (vi) Part B 5 b) Qualitative Criteria Demonstrated Skills and Experience (Multiple Tabs)
  - (vii) Part B 6 Insurance Requirements
  - (viii) Schedule 3 Pricing 1 Categories A, B, C, D, E, F, H, I
  - (ix) Schedule 3 Pricing 2 Category G

and submit with the Offer with the file name saved as:

'RESPONDENT NAME' - CUAAFA2024 Electronic Response.xlsx

- g). Complete and return Schedule 17 of this Request for:
  - (i) Schedule 17 Contractor Profile.

and submit with the Offer with the file name saved as:

'RESPONDENT NAME - CUAAFA2024 Part B - Schedule 17.docx

# 2. Identity of Respondent

The Respondent must provide their identity details in the Electronic Response.

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

Please provide the response in 'CUAAFA2024 – Attachment 1 - Electronic Response Schedule' in the 'Identity of Respondent' worksheet.

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

# 3. Pre-Qualification Requirements

There are no pre-qualification requirements for this Request.

# 4. Compliance and Disclosure Requirements

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

# a). Compliance

# (i) Head Agreement Details

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

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

#### **Respondent to Complete:**

Please provide response in "CUAAFA2024 – Attachment 1 - Electronic Response Schedule" in the '3\_4. Compliance and Disclosure' tab.

If the response is 'No', Respondent must complete '4.1 Compliance' worksheet.

#### (ii) Customer Contract Details

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

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

# Respondent to Complete:

Please provide response in "CUAAFA2024 – Attachment 1 - Electronic Response Schedule" in the '3\_4. Compliance and Disclosure' worksheet.



If the response is 'No', Respondent must complete '4.1 Compliance' worksheet.

# (iii) General Conditions / Schedules

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

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

#### **Respondent to Complete:**

Please provide response in "CUAAFA2024 – Attachment 1 - Electronic Response Schedule" in the '3\_4. Compliance and Disclosure' worksheet.

If the response is 'No', Respondent must complete '4.1 Compliance' worksheet.

# b). Disclosures

# (i) Participants (including subcontractors)

#### **Respondent to Complete:**

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

And

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

And

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

And

The Respondent warrants that the Respondent has obtained consent from each above-named subcontractor/s permitting the Respondent to receive information from the Customer and the Contract Authority 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 Customer Contract?

Please provide response in "CUAAFA2024 – Attachment 1 - Electronic Response Schedule" in the '3 4. Compliance and Disclosure' worksheet.

# (ii) Criminal Convictions

The Respondent must confirm that neither the Respondent, nor any of the Respondent's senior officers (as defined in regulation 3(1) of the *Procurement (Debarment of Suppliers) Regulations 2021*), nor any person included in the Specified Personnel has been convicted of a criminal offence that is punishable by imprisonment or detention.

Please provide response in "CUAAFA2024 – Attachment 1 - Electronic Response Schedule" in the '3\_4. Compliance and Disclosure' worksheet.

# (iii) Conflict of Interest

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

Please provide response in "CUAAFA2024 – Attachment 1 - Electronic Response Schedule" in the '3\_4. Compliance and Disclosure' worksheet.

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

Respondent is required to disclose whether it is a:

- (A) small business that employs less than twenty (20) people; and/or
- (B) registered Australian Disability Enterprise (ADE) registered means to be listed as an approved ADE on the Australian Disability Enterprises website at: <a href="http://buyability.org.au/directory/">http://buyability.org.au/directory/</a>; and/or
- (C) registered Aboriginal business the business is to be registered on the Aboriginal Business Directory WA at: <a href="http://www.abdwa.com.au/">http://www.abdwa.com.au/</a> and/or on Supply Nation's Indigenous Business Direct at <a href="http://supplynation.org.au/">http://supplynation.org.au/</a>.

Please provide response in "CUAAFA2024 – Attachment 1 - Electronic Response Schedule" in the '3\_4. Compliance and Disclosure' worksheet.

# (v) Credit Card/Purchasing Card Payment

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

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

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

Please provide response in "CUAAFA2024 – Attachment 1 - Electronic Response Schedule" in the '3\_4. Compliance and Disclosure' worksheet.

#### (vi) Competitive Neutrality

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

- (A) be calculated on a full commercial basis (in accordance with the guidelines issued by Western Australian Department of Treasury entitled "Costing and Pricing Government Services"
  - www.wa.gov.au/government/publications/financial-policy-publications-and-agency-advice
- (B) be certified by the chief executive officer of the Respondent; and
- (C) be verified by an independent expert, if required by the Customer.

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

Please provide response in "CUAAFA2024 – Attachment 1 - Electronic Response Schedule" in the '3 4. Compliance and Disclosure' worksheet.

If 'Yes', please also provide required attachment labelled "'RESPONDENT NAME' – CUAAFA2024 Part B – Competitive Neutrality"



# (ix) Gender Equality in Procurement – WA Public Sector Pilot

The Western Australian Government is committed to advancing gender equality in Western Australia as demonstrated by the launch of <u>Stronger Together: WA's Plan for Gender Equality</u>. Further information on how to advance gender equality in your business/organisation is available <u>here</u>.

Please provide response in "CUAAFA2024 – Attachment 1 - Electronic Response Schedule" in the '3\_4. Compliance and Disclosure' worksheet.

# (x) Disclosure of Information between State Revenue and the Contract Authority

# (A). Financial Information

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

Please provide response in "CUAAFA2024 – Attachment 1 - Electronic Response Schedule" in the '3\_4. Compliance and Disclosure' worksheet.

# (B). Related Corporations

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

Please provide response in "CUAAFA2024 – Attachment 1 - Electronic Response Schedule" in the '3\_4. Compliance and Disclosure' worksheet.

# (C). Number of Employees

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

Please provide response in "CUAAFA2024 – Attachment 1 - Electronic Response Schedule" in the '3 4. Compliance and Disclosure' worksheet.

# (D). Independent Evidence of Financial Solvency

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

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



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

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

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

Please provide response in "CUAAFA2024 – Attachment 1 - Electronic Response Schedule" in the '3\_4. Compliance and Disclosure' worksheet.

Please attach independent evidence with the response as:

"RESPONDENT NAME – CUAAFA2024 Part B – Independent Evidence of Financial Solvency"

# (xi) Contractor Profile

The Respondent is required to complete the Contractor Profile template in **Schedule 17 – Contractor Profile**.

Please provide response in "CUAAFA2024 – Attachment 1 - Electronic Response Schedule" in the '3\_4. Compliance and Disclosure' worksheet, and complete and return Schedule 17 of this Request as:

'RESPONDENT NAME' - CUAAFA2024 Part B - Schedule 17.docx.

# 5. Qualitative Requirements

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

# a) Organisational Capacity (50% WEIGHTING)

The Respondent must demonstrate that it has the organisational capacity to perform the service categories nominated by the Respondent under this Common Use Arrangement (CUA). The Respondent must provide the following:

# i. Organisation structure:

- Provide an overview of the business including the range of services offered and the date the business was established.
- Provide the number of employees in the organisation (permanent, casual, and subcontracted) based in WA and in other Australian states.
- Provide the name and contact details and location of the account manager proposed for this CUA (i.e., dedicated to managing the CUA and liaising with the Customer).

# ii. Resourcing strategy, training, and professional development:

- Outline the resourcing strategy and process used by your organisation for their pre-qualification of sub-contractors (if sub-contractors are used).
- Identify employee training programs or professional development opportunities to continuously improve skills and knowledge.
- Outline your organisation's methodology to ensure continuity of service delivery for the duration of the engaged period, including managing resource availability with sufficient expertise and including qualified backup resources.
- Provide details of any local benefits that will be generated for Western Australia from your organisation being awarded to this CUA. In your response, please consider factors such as:
  - o employment creation,
  - skills development initiatives,
  - upscaling activities in WA if awarded contract, and/or
  - social initiatives e.g.,
    - (A) Engagement with Aboriginal business,
    - (B) Indigenous specific employment programs, or
    - (C) Australian Disability Enterprises

# iii. Key Performance Indicators (KPIs):

Detail the process to ensure that the Key Performance Indicators will be met i.e., demonstrate ability to meet the requirements at the Head Agreement and Customer Contract level including accurate and timely reporting, submission of insurances, invoices and dealing with complaints and employee performance.

# iv. Customer Data Management

Data breach prevention tools are essential to maintaining visibility and control over an organisation's sensitive data. These solutions can ensure that data is stored securely, monitor how it is accessed and used, and block detected exfiltration attempts. Respondents shall:

 Outline the protocols, data management and record keeping practices utilised by the organisation to ensure the security of data and information in your control for the purposes of meeting customer needs.

Please provide response in Attachment 1 of this Request as:

'RESPONDENT NAME' – CUAAFA2024 Attachment 1 – Electronic Response Schedule' in the "5 a). Organisational Capacity' worksheet.

# b) Demonstrated Skills and Experience (50% WEIGHTING)

The Respondent must demonstrate that it has the experience to perform the service categories nominated by the Respondent under this Common Use Arrangement (CUA).

The Respondent should:

 Identify professional memberships, qualifications, or relevant certification (to confirm compliance with professional standards) from appropriate recognised professional bodies such as Institute of Chartered Accountants Australia (ICAA); CPA Australia (CPAA); Institute of Internal Auditors (IIA); Information Systems Audit & Control Association (ISACA) held by the organisation, or individuals within the organisation, where applicable.

The Respondent must identify the service categories that it is providing an Offer for and at least two examples of projects completed that relate to the identified category in the table provided in the Electronic Response Schedule – 5 b) Cat xx tabs. The information provided must demonstrate the Respondent's skills and experience in performing similar requirements within the last 5 years.

The Respondent should note that the Contract Authority may contact the referees identified in the response as part of the evaluation process to verify claims of relevant experience. It is the Respondent's responsibility to ensure that the nominated referee's details are correct and they have agreed to provide a reference.

Please provide response in Attachment 1 of this Request as:

'RESPONDENT NAME' – CUAAFA2024 Attachment 1 – Electronic Response Schedule' in the "5 b) Cat x' worksheet.

# 6. Head Agreement and Customer Contract Insurance Requirements

# **Head Agreement Insurance Requirements**

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

**RESPONDENT TO COMPLETE**: Does the Respondent have the insurance required under Schedule 1 - Head Agreement Details?

If yes, include a copy of all certificates of currency with your offer

Please provide the response in 'CUAAFA2024 Electronic Response Schedule' in the '6 Insurance Requirements' worksheet.

# **Customer Contract Insurance Requirements**

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

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

Does the Respondent have the insurance required under Schedule 1 - Customer Contract Details?

If yes, include a copy of all certificates of currency with your offer

Please provide the response in 'CUAAFA2024 Electronic Response Schedule' in the '6 Insurance Requirements' worksheet.

# Schedule 3 - Pricing

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

The following definitions will apply to the price schedule requirement for all sub-categories but not applicable for Financial Assessment Services:

POSITION TITLE	QUALIFICATIONS/EXPERIENCE
Partner/Director	Partner/ Director of the professional service provider.
	Extensive experience in the application of modern methodologies and practices in relevant discipline.
Senior Manager	Senior manager with ability and experience to lead a team of professionals.
	Extensive experience in the application of modern methodologies and practices in relevant discipline.
Manager/Supervisor	An experienced professional with responsibility to manage senior, intermediate and graduate positions in team.  Substantial appropriate experience in relevant discipline.
Senior	An experienced professional with appropriate experience in relevant discipline.
Intermediate	Two to three years of experience in a relevant discipline.
Graduate	Person with professional qualification/affiliation and less than two years of experience.

#### a) Offered Price and Price Schedule

(i) The Respondent must include in the Offer the following completed attachment:

Please provide the response in 'CUAAFA2024 Electronic Response Schedule' in the 'Pricing 1' and/or 'Pricing 2' worksheets.

The Respondent must state the basis of its Offered Price in Australian Dollars.

- (ii) The Offered Price will be deemed to include the cost of complying with this Request (including the Head Agreement Details, Customer Contract Details and any Addenda available, if any) and the General Conditions and the cost of complying with all matters and things necessary or relevant for the due and proper performance of the Head Agreement and Customer Contract. Any charge not stated as being additional to the Offered Price will not be payable by the Customer.
- (iii) If the Offered Price is consideration for a taxable supply under the GST Act, the Offered Price will be deemed to be inclusive of all GST applicable to the taxable supply at the rate in force for the time being.
- (iv) All fees and charges must be fully declared in your response. Any fees and charges that are not clearly identified in your response will not be accepted when approving payments for orders under this Contract.

# **Schedule 4 - Not Applicable**

#### **OFFICIAL**

#### Schedule 5 – Quote Form

#### Respondent to Read and Keep This

# Schedule 5 - Order Form

The Contract Authority reserves the right at its sole discretion to amend the Quote Form during the Term of the Head Agreement.

#### **ORDERING PROCESS:**

- Step 1 Customer completes and forwards Part A: CUAAFA2024 QUOTE FORM to selected Contractor(s) as per CUA AFA2024 Buying Rules (refer to Buyers Guide for Buying Rules under this CUA).
- Step 2 Contractor(s) completes, signs, and returns **Part B: CUAAFA2024 CONTRACTOR OFFER** to the Customer by the specified date for consideration.
- Step 3 Customer discusses and negotiates with selected Contractor (if applicable).
- Step 4 Customer completes, signs and forwards Part C: CUAAFA2024 CUSTOMERS ACKNOWLEDGEMENT AND ACCEPTANCE OF OFFER to selected Contractor.
- Step 5 If applicable, Customer notifies unsuccessful Contractors and prepares written justification as to why a particular Contractor was selected over other Contractors.
- Step 6 Contractor delivers services.

### Schedule 5 – Quote Form

## Respondent to Read and Keep This

## Part A: CUAAFA2024 Quote Form To: (name of Contractor and contractor contact person) This Quote incorporates the Department of Finance: Request Conditions and General Conditions of Contract [August 2023], the Common Use Arrangement (CUAAFA2024), the attachments (if applicable) and the Customer (Buying Entity) Contract (if applicable). Please respond to this quote prior to: **Quotation Closing date:** Time: **CUSTOMER DETAILS** Date of Issue: **Customer or Buying Entity:** (Required) **Quotation Description: Quote Number:** (Required) Address for service delivery: **Contact Person and position title:** Telephone: Email: **SERVICE REQUIREMENTS Service Category Selection: (please select)** A. Audit Services F. Commercial Advisory Services B. Forensic Audit Services G. Financial Assessments \* C. Probity Services H. Program, Project, and Business Reviews D. Risk Advisory Services Actuarial Services E. Financial, Accounting and Taxation **Advisory Services** \* For (G.) Financial Assessment Services (please select) **Customised Assessments** (must provide details in Scope of Work / Other Requirements) Standard Turn-around Assessment (5 days) Standard Financial Assessment iii. Standard Financial & Performance Report Assessment Report iv. Detailed Financial Assessment v. Detailed Financial & Performance Assessment Report Report Priority Turnaround Assessment (3 days) vi. Standard Financial vii. Standard Financial & Performance Assessment Report Assessment Report viii. Detailed Financial ix. Detailed Financial & Performance Assessment Assessment Report Report

## Schedule 5 – Quote Form

## Respondent to Read and Keep This

Other Services							
x. Update of Prior Assessmen Reassessment (under 6 we			Electronic copy of previous Assessments				
xii. Monitoring Assessment for		<del>-   - '</del>	Assessifients				
Contract in Progress							
Scope of Work / Other Requirement	Scope of Work / Other Requirements (or attached):						
ir rovide details on service requirement	13)						
Estimated Start Date:			Estimated Finish Date:				
Extension options (if any):							
Qualitative Criteria (if any):							
Special Conditions (if any):							
Insurance: As per Schedule 1	of the Reques	st <b>or not</b>	e <i>:</i>				
The following minimum insurar	nces and liabil	lity caps a	automatically apply:				
Professional Indemnity	- \$2m per ins	stance an	d in aggregate.				
Public Liability	Public Liability - \$10m per instance and unlimited in aggregate.						
Workers' Compensation	- \$50m.						
Procurement with moderate to high risks may require higher insurances and liability caps. If the insurance requirements differ from Schedule 1 of the Request, please specify in this section of the quote form.							
Contract Management Requirements (if any):							
(e.g., Contact details, Reporting, Meetings, Key Performance Indicators etc.)							
Payment Schedule (if any):							
(e.g., Payment monthly, in arrears, 40% at provision of milestone 1 and 40% at delivery of Project Outcomes.)							
Preferred Payment Method: Purchasing Card   EFT							

<u>NOTE</u>: ORDERING FINANCIAL ASSESSMENT SERVICES
The ordering of Financial Assessment Services will be via the Contractor(s) online system or as otherwise agreed.

## Schedule 5 – Quote Form

# **Respondent to Read and Keep This**

	Part B: C	UAAF	A2024 Co	ntracto	r Offer	
То:						
	(Name of Cus	stomer/Buyi	ng Entity and cus	stomer contact	person)	
For Customer Q	uote Number:					
CONTRACTORS	DETAILS					
Contractor:						
Registered Add Principal Place						
Address for Red Contractual Adv	_					
Contractor ABN	and ACN:					
Contractor Con	act Person:					
Phone:			Ema	ail:		
Is the Responde than twenty (20)	ent a small busine people?	ess that e	employs less		Yes	□No
CONTRACTORS	RESPONSE TO	QUOTE F	FORM			
If insurances ar	mation, Attachment and liability caps distances of currency of the Nomin	iffer from demonstr	Schedule 1	of the Req	uest, Respondances.  Allocated	Total Cost per
Position Title	Perso	nnel	Excl GST	Inc GST	hours per nominated personnel	nominated personnel (Inc GST)
Partner/Director			\$	\$		\$
Manager/Supervise	or		\$	\$		\$
Senior			\$	\$		\$
Intermediate			\$	\$		\$
Graduate			\$	\$		\$
Disbursements (	f applicable provid	le details)		•		\$
TOTAL \$						
Contract Price \$	as per max	imum hou	ırly rates. 🗌	Rates as	negotiated (as	attached).
Accepted Paym	ent Method:	Purchasi	ing Card 🔲	EFT		
	certify that the ab					
Signature:						
Name:				Date	:	

## Schedule 5 – Quote Form

# **Respondent to Read and Keep This**

Part C: CUAAFA2024 Customers Acknowledgement and Acceptance of Offer							
To:	To:(name of Contractor and contractor contact person)						
For Customer (	Quote Number:						
CUSTOMER CO	NTRACT DETAILS	(insert or delete	e rows belo	ow as required	d)		
Customer or Bu	uying Entity: (Require	ed)					
Address for se	rvice delivery:						
Customer Cont	act Person and po	sition title:	T				
Telephone:			Email:	ail:			
Service Catego	ry:						
Start Date:			Finish Da	ate:			
Extension option	ons (if any):						
Pricing details:							
Other details (if	fany):						
Delegated Author	Delegated Authority's Signature:						
Signature:							
Name:				Date:			
Position Title:	Position Title:						

# **Schedule 6 - Buying Rules**

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

Monetary Thresholds	Minimum Requirements for CUAAFA2024					
Up to \$50,000 (GST Inclusive)	Pick and Buy Buyers may determine the most appropriate					
	procurement method via the CUA, this may include direct sourcing, verbal or written quotations based on an assessment of the market, complexity, risk and/or process efficiency.					
\$50,001 up to \$250,000	Buyers must seek 2 or more written quotes from CUA					
(GST Inclusive)	contractors that have the minimum insurance requirements that match the:					
	<ul> <li>assessed procurement risk level (low/medium/high); or</li> <li>cover levels determined by the customer (if higher).</li> </ul>					
Work valued above \$250,001	Buyers must seek 3 or more written quotes from CUA contractors that have the minimum insurance					
(GST inclusive)	requirements that match the:					
	<ul> <li>assessed procurement risk level (low/medium/high); or</li> </ul>					
	<ul> <li>cover levels determined by the customer (if higher).</li> </ul>					

The table above sets out the minimum requirements only.

Customers will seek quotes from contractors that meet the minimum insurance requirements for their procurement.

# Schedule 7 TO 15 – Not Applicable

# **Schedule 16 – Sales Reporting Requirements**

Sales reports will be required to meet these minimum standards:

# a) Sales report format:

In	voice Number	Invoice Date	Buying Entity	Buying Entity Quote Number	Buying Entity Contact Person	Buying Entity Contact Phone Number	Buying Entity Contact Email	Delivery Location Postcode	Category Code	Category Description	Consultant Position Level	CUA Maximum Hourly rate Inc GST	Hourly Rate Charged Inc GST	Hours	Invoice Total Inc GST

# b) Dataset Field Descriptions

Field Header	Format	Description	Example Data Entry
Invoice Number	Number/Text	Unique identifier of the invoice provided	123457
Invoice Date	Date	Date the service was charged (dd/mm/yyyy)	2/08/2024
Buying Entity	Text	Non-abbreviated name of the entity that the order originated from	Department of Health
Buying Entity Quote Number	Number/Text	Unique identifier of the customer order/contract	RFQ123457
Buying Entity Contact Name	Text	Name of the contact within the buying entity	John Citizen
Buying Entity Contact Email	Text	Email address of the buying entity contact	Frank.zappa@education.wa.gov.au
Buying Entity Contact Phone Number	Text	Phone Number of the buying entity contact	9425 1659
Delivery Location Postcode	Number	Postcode of where the services were delivered	6060
Category Code	Text	The code assigned to the category and service description REFER TO SERVICE CATEGORIES	D
Category Description	Text	Description of the category of service provided REFER TO SERVICE CATEGORIES	Risk Advisory Services
Consultant Position Level	Text	Where applicable the position of the consultant working on the task REFER TO POSITION TITLE	Manager
Rate Type	Text	Select from Hourly rate = H or Fixed Price = F	Н
CUA Maximum hourly rate Inc GST*	Number	The maximum CUA hourly rate	\$175
Hourly Rate Charged Inc GST*	Number	The rate charged by the consultant	\$150
Hours*	Number	The number of hours spent working on the job	50
Invoice Total Inc GST	Number	Total invoice amount, including GST	\$7,500

<sup>\*</sup> Not required for fixes price and data entry = 0

# SCHEDULE 17 – CONTRACTOR PROFILE RESPONDENT TO COMPLETE AND RETURN THIS PART

## Schedule 17 - Contractor Profile

The Respondent must complete a Contractor Profile for each category that the Respondent is submitting and offer for.

If the Respondent is successful, the profile will be published on the <a href="www.wa.gov.au">www.wa.gov.au</a> website. The profile can be updated at any time throughout the Term of the contract. It is highly recommended that the profiles be updated regularly to keep the information current and relevant.

The Contractor Profile is widely used by Customers to search for potential Contractor/s that have the experience and expertise to meet its requirements. The Contractor Profile is an opportunity for Contractors to provide details and market their skills and experience to Customers relevant to each category.

To maximise the likelihood that the Customers will be able to obtain the right information about the organisation, please ensure that the information provided is:

- Direct and concise This improves the readability of the profile.
- Relevant and helpful Understand the potential needs of Customers and keep the content focused to engage the reader.
- Credible Where possible, support claims with verifiable facts.

## Instructions/Notes:

- In the following section, red text must be overwritten by the Respondent.
- Contractor profiles must not exceed two (2) pages in total.
- The Contractor Profile template cannot be altered, or fields renamed.
- Context Text Font Arial 11.5.
- Word document file.
- Profiles that do not abide by these formatting requirements will not be accepted.

This Schedule 17 should be completed and returned with the Offer with the file name saved as:

'RESPONDENT NAME - CUAAFA2024 Part B - Schedule 17.docx

# SCHEDULE 17 – CONTRACTOR PROFILE RESPONDENT TO COMPLETE AND RETURN THIS PART

# [Company Legal Entity and Trading Name]

ACN: xxx xxx xxx ABN: xx xxx xxx xxx Contact Person: [Account Manager or Contact's Name]
Telephone: (08) 9XXX XXXX Mobile: 04XX XXX XXX

Facsimile: (08) 9XXX XXXX

Email: name@contractor.com.au

Website: www.contractor.com.au

Postal Address: [Address], [Suburb] [State] [Postcode]

Orders Via: Email (preferred), online at www.contractor.com.au, fax or phone

Hours: 8.00am to 5.00pm Monday to Friday

Additional Information: [Keep or delete the following]

Small business; Australian Disability Enterprise; Aboriginal business.

### **ABOUT US**

[Tip: This section should contain information about who you are by showing potential customers what your company can do for them]

## SKILLS, EXPERIENCE AND SERVICES

[Tip: consider inclusion of important keywords that potential customers will be searching on]

## **INDUSTRY PARTNERS OR AFFILIATIONS**

[Add relevant information]

### INDUSTRY CERTIFICATIONS AND/OR QUALIFICATIONS

# SCHEDULE 17 - CONTRACTOR PROFILE RESPONDENT TO COMPLETE AND RETURN THIS PART

MAJOR CLIENTS					
DELIVERY POINT					
[Select from the list below which regions of V supply services to]	Western Australia you have the capacity to				
Statewide					
or					
Perth Metropolitan	Kimberley				
Avon – Midland	Murchison				
Central Country	Northern Country				
Goldfields Esperance	Peel				
Gascoyne	Pilbara				
Great Eastern	Southwest				

## **INSURANCE COVER**

Low Yes / No

Public Liability Insurance of not less than \$10 million Professional Indemnity Insurance of not less than \$2 Million Workers' Compensation of not less than \$50 million, including common law liability

Medium Yes / No

Public Liability Insurance of not less than \$20 million Professional ex Insurance of not less than \$5 Million Workers' Compensation of not less than \$50 million, including common law liability

High Yes / No

Public Liability Insurance of not less than \$20 million Professional Indemnity Insurance of not less than \$10+ Million Workers' Compensation of not less than \$50 million, including common law liability

### **OTHER INSURANCES**

[Select from below, add or delete as required]
Technology (Cyber) Liability
Motor Vehicle Third Party
Compulsory Third Party

# OFFICIAL SCHEDULE 17 – CONTRACTOR PROFILE RESPONDENT TO READ AND RETAIN THIS PART

# Attachment A – Minimum Requirements for Financial Assessment Services

Assessment Services					
Name of Products or Services	Standard Financial Assessment Report	Standard Financial & Performance Assessment	Detailed Financial Assessment Report	Detailed Financial & Performance Assessment Report	
Standard Timeframe (maximum days)	5	5	5	5	
Priority Timeframe (maximum days)	3	3	3	3	
Report to include as a minimum the field below	Included	Included	Included	Included	
Executive Summary & Financial Overview	х	х	х	х	
ASIC Search - Corporate Details	х	Х	х	х	
Shareholder / Ownership Details	х	х	х	х	
Statutory Information	х	Х	х	х	
Legal Structure	х	Х	х	х	
Business Structure & Profile	х	х	х	х	
Trading Details and Structure	х	Х	х	х	
History & Background	х	Х	х	х	
Operations and Activities	х	Х	х	х	
Office-holder Profiles & Adverse Checks	х	Х	х	х	
Bank Details & Banking Facilities	х	Х	х	х	
Registered Charges and Securities	х	х	х	х	
Check for Adverse Information	х	х	х	х	
Defaults and Court Actions	х	х	х	х	
Location and Contact Details	х	х	х	х	
Branches	х	х	х	х	
Controlled & Associated Entities	х	х	х	х	
Parent & Ultimate Parent Entity	х	х	х	х	
Employee FTE/Subcontractor Access	х	Х	х	х	
Capacity Rating	х	х	х	х	
Corporate Composite Rating/Score	х	х	х	х	
Modelled Pass/Fail	х	Х	х	х	
Risk Mitigation Recommendations	х	х	х	х	
Multiple Scores and Ratings	х	х	х	х	
Key Issues Identified	х	х	х	х	
Counter Party Risks	х	х	х	х	
Related Party Loans investigated	х	х	х	х	
Summary Financial Statement and Key Ratios (2yrs)	х	х	х	х	
Summary Financial Statement and Key Ratios (up to 4yrs)			х	х	
Financial Statement Analysis	х	х	х	х	
Financial Investigation	x	x	х	х	
Copy of Financial Statements Received	х	х	х	х	
Ratio Analysis	х	X	х	x	
Ratio Definitions / Explanations	x	x	х	х	
Graphical Overview	х	X	х	х	
Cashflow Analysis	x	Х	x	х	

# OFFICIAL SCHEDULE 17 – CONTRACTOR PROFILE RESPONDENT TO READ AND RETAIN THIS PART

Name of Products or Services	Standard Financial Assessment Report	Standard Financial & Performance Assessment	Detailed Financial Assessment Report	Detailed Financial & Performance Assessment Report
Standard Timeframe (maximum days)	5	5	5	5
Priority Timeframe (maximum days)	3	3	3	3
Report to include as a minimum the field below	Included	Included	Included	Included
Debtor/Creditor Analysis			х	х
Detailed Financial Narrative			х	х
Detailed Ratio Analysis			х	х
Review Management Accounts			х	х
Review of Operating Cash Flow			х	х
Review of Key Counterparty Risk			х	х
Review of Funding and liquidity			х	х
Review of Contingent Liabilities			х	х
Future Outlook			х	х
Source of Funding Analysed			x	x
Financial Capacity Analysed	х	Х	х	х
Industry Position Percentile Charts			x	х
Analyst's Financial Narrative	x	Х	x	x
2X10 point Detailed Referee Checks		X		x
Customisable Referee Interviews		Х		х
Referee Performance Rating		Х		х
Projects and Contracts		X	х	х
Supplier references		X	х	x
Subcontractor references	х	Х	х	х
Work in Progress & Upcoming Contracts	Х	Х	х	х
Detail of Recently Completed Contracts	х	Х	х	х
Media Release Scan			х	х



## **Addendum to Request Documents**

Request No.: CUAAFA2024

Addendum No.: 1

Date of Issue: 16 February 2024

No. of pages: 7 (incl. this sheet)

## **Important**

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

## **Amendments to Request:**

## A1.1 Request Document: Schedule 1

Head Agreement Details and Customer Contract Details; Head Agreement; Clause 6: is amended as follows:

On each anniversary of the Commencement Date, maximum hourly rates will be varied by the Wage Price Index (Wage Price Index, Australia: (Cat No. 6345.0): Table 3b. Total Hourly Rates of Pay Excluding Bonuses: Private Sector by State – Western Australia).

## A1:2 Request Document: Schedule 2: Specification

The second sentence of Category F – Commercial Advisory Services is amended to replace 'For procurement advice including' with:

For commercial advice including:

## A1.3 Attachment A – Electronic Response Schedule

The Electronic Response Schedule is replaced by the Electronic Response Schedule Addendum 1 Version 2. Respondents must read and complete this version inclusive of amendments to the Q5 b) Categories A to I, and Pricing 1 including Senior Manager.

# **BRIEFING QUESTIONS/CLARIFICATIONS**

RESI	PONDENT QUESTION	RESPONSE
Q1	Does this CUA include work related to transformation services such as Strategy or Process Improvement? If not then which CUA do these services relate to?	May relate to services offered under Category H Program, Project, and Business Process Reviews (See Part A: Schedule 2: pg. 19 of the Request document). Alternatively, if you offer services where ICT is central to your solution then CUAICTS2021 may be more fitting.  More general or management consultancy services are not available from CUAs and WA Government State agencies will source these through the appropriate procurement method specified in the WA Procurement Rules.
Q2	Does valuation of property, assets or businesses form part of the tender.	Although the 'valuation of property, assets or businesses' may be provided as a component of <b>Category F - Commercial Advisory Services</b> , it is likely to be considered out of scope of CUAAFA2024 if offered as a discrete service and not for commercial advice on a project/procurement/contract development. WA Government State agencies may source such services that are not offered under a CUA via other procurement methods as specified in the WA Procurement Rules.
Q3	Will being an associate member of IPA suffice?	There are no minimum requirements for professional memberships, qualifications, or relevant certification specified in the Request. Respondents are required to identify professional memberships, qualifications, or relevant certification in qualitative criterion B - Demonstrated Skills and Experience which will be assessed qualitatively based on the CUA category they are tendering for.
Q4	The Schedule 17 Contractor Profile Section (on page 43 of 47) says that the Contractor Profile must not exceed two (2) pages in total. The template itself included in the CUAAFA2024 Request (on pages 44 and 55) are two pages without any contractor information included. Can you please clarify if this is correct and your expectations?	Please maintain the two-page limit. This is consistent with other Professional Service's CUA documentation. Note that any delivery location and insurance information that is not applicable will be deleted and will provide sufficient space for content.
Q5	Please can DoF confirm that sole practitioners are eligible to be appointed to the CUA panel Category F.	Sole practitioners are eligible to be appointed to all CUAAFA2024 categories.
Q6	Is a contractor appointed to the CUA panel allowed to engage a subcontractor to provide services under an Order if that subcontractor was not included in their original panel	If a Respondent intends to engage a subcontractor to provide services under the CUA, please provide details in your response for <b>Part B 4 Compliance and Disclosures b). (i) Participants (including subcontractors).</b> If the entity details of a Subcontractor are unknown at the time of the submission, but a respondent would

REQUEST NO CUAAFA2024

RESF	PONDENT QUESTION	RESPONSE
	response? Assuming this is allowed, what would the process of approval be in terms of subcontractor qualifications and rates? Are there any panel rules for this or is it at the discretion of the Customer at the time, noting that this could be in 6-7 years' time.	subcontract to meet the needs of a Customer Contract, state the intention (as per above), and provide further details under Part B 5 a) organisational capacity, ii. Resourcing strategy, training, and professional development. If a respondent is awarded as a Contractor under the CUA, at the time of negotiating the Customer Contract, specific details of any Subcontractor legal entity, personnel, and qualification, will need to be included on the quote form as 'Additional Information' where details can be disclosed.  Subcontractor rates:  All payments will be directly to the Contractor and as per the CUA rates. Any arrangement with the Subcontractor is an agreement between the Subcontractor and the Contractor, not the Customer.
Q7	Please clarify the Mandatory use of the CUA? Page 16 of the Request says that Cats A, G and I are mandatory for public authorities in Perth metro areas.	As identified in the Request, categories A to G & I are mandatory in Perth metro areas. State agencies must use the CUA for all procurements that fall within the scope of A, B, C, D, E, F, G & I or seek an exemption from the Department of Finance. Category H is non-mandatory and therefore if a State agency choose to not use it to procure these services they may do so but must source as per the Appropriate Procurement Method set out in the WA Procurement Rules.  All categories are non-mandatory in the regional areas of Western Australia.
Q8	As the scope of services covers knowledge work all of our services will be performed within Information Technology systems i.e Microsoft 365, Windows, Azure, ERP and operational systems. Will you require proof that adequate ITS security management and control mechanisms have been put in place? In our experience, proof is usually requested where cyber security questions have been raised in the RFP.	Data management at the CUA (Head Agreement) level is required to be addressed in qualitative criterion (a) iv. Organisational Capacity – Customer Data Management. If additional ITS security management and/or control mechanisms are required by a State Agency for their Customer Contract, this information may be sought by them through the quotation process when establishing the Customer Contract.
Q9	Does professional qualifications include university degrees? Each category requests the firm's consultants' professional qualifications. All our consultants have tertiary education to a Bachelor level, and many have Master level qualifications, in addition to accreditation by a professional body. For example, CPA, CA, PSM, PRINCE 2 etc.	Qualifications provided should focus on key personnel associated with the Head Agreement i.e., those identified as account managers or primary contacts for each category.  If specific qualifications or certifications are required by a State Agency for their Customer Contract, this information may be sought by them through the quotation process for establishing the Customer Contract.

RESF	PONDENT QUESTION	RESPONSE
Q10	I note that for each category we are asked to provide at least 2 examples to demonstrate our capability. Is there an upper limit on examples we can offer (or a word limit)?	Each cell has a capacity of 32,767 characters. While there is no limit on the number of examples, the character limit in the cell will restrict content.
Q11	Many of the examples I could provide are either confidential or not permitted to be made available, How can I get around that please?	The evaluation process is a confidential process and all panel members are required to sign confidentiality agreements. You may wish to 'deidentify' some of the information, however you are encouraged to provide as much information as possible to assess your experience.
Q12	Just to confirm what was just said - we must only submit responses in the excel template and cannot include external documents in our response (other than required attachments such as insurance certificates)?	Yes
Q13	Can you please provide your expectations on the "date acquired" for qualifications and memberships when we have many staff in the office with the specific qualifications. Do you expect the individual staff acquired dates to be provided?	Qualifications provided should focus on key personnel associated with the Head Agreement i.e., those identified as account managers or primary contacts for each category. If actual dates are unknown or certification is not available, an approximate year will suffice.
Q14	Is there a requirement to include example CVs of our team members and if so, where would you like us to include that information in the excel response?	No - CVs are not required at Head Agreement Level. CVs may be sought by Customers through the quotation process for establishing the Customer Contract.
Q15	Considering the above, can it be confirmed that company brochures in traditional capability statements are not to be added, and only attachments that are requested, e.g., insurance, etc, are to be uploaded? Please confirm	Correct. Please do not include company brochures, marketing materials, or statements with 'Refer to' attachments, links, or embedded documents.
Q16	If we are unsure what category applies to us, what is the procedure for getting this confirmation	Please email the contacts available in the Request document to discuss the services you offer.

RESPONDENT QUESTION		RESPONSE
Q17	Would you consider the rate for Manager/Supervisor to be separate and not combined as it is currently stated as we understand many firms have different rates for these levels. We believe it may represent better value for money for the client if these were separate rates? Firms can put the same rate for these levels if they wish.	These positions can be separated if you need to provide alternate pricing.  Please insert an additional row into the pricing spreadsheet.
Q18	What about the provision of technology in support of these services? Can this be included in this panel?	Technology support would be considered out of scope and should be sourced through CUAICTS2021.
Q19	Do we need to be able to deliver each and all the subpoints in each category to qualify for that category, or only some (e.g. can you apply for Category $E-a$ ) and b) in isolation, or do you need to be competitive for everything in Category $E$ ).	Respondents can submit for subpoints of a category in isolation.
Q20	Sorry, getting a little confused about the electronic response excel sheet. For our second example, do we simply duplicate the cells from B12 down and paste below?	See Attachment 1- Electronic Response Schedule V2 or add new cells (copy/paste relevant cells).
Q21	Excel asks for 2 examples but your slides said 1?	The slide indicates that the qualitative criteria 5 b) Cat X shall be completed once for each category you are applying for. Two project examples are required to demonstrate your experience within the category.
Q22	We will be requesting that our fees and methodology be deemed confidential information and therefore not shared publicly. Is this something that they have accepted historically?	Fees – No, the Contract Authority will not accept this. It has not been accepted historically as the rates of all Contractors are available within the CUA documentation on <a href="https://www.wa.gov.au">www.wa.gov.au</a> Methodology – any methodology outlined as part of your submission is retained by the Contract Authority for the purpose of evaluation of your Offer. It is not distributed. Each Customer may seek an outline of a methodology as part of its individual quote process, which would be specific to the agency requirements at the time.
Q23	Are pictures / diagrams allowed in the excel template	Pictures and diagrams can be inserted within the cells but please note that it can be difficult to maintain the placement of pictures and diagrams (i.e., spacing of text to image and formatting within a cell) during evaluation of your Offer.

RESPONDENT QUESTION		RESPONSE
Q24	Does the CUA cover the secondment of staff to deliver services within a Category?	No
Q25	Is there a maximum limit of project examples we can include for each category? How should we add the additional project examples to the excel worksheet? Do we copy the current template and add new cells?	See Attachment 1- Electronic Response Schedule V2 or add new cells as required (copy/paste relevant cells) Please clearly define the service that each example relates to.
Q26	In regards to the current CUA (2018) is there a breakdown of the spend across each of the categories separately - not just the overall CUA?	Spend by Panel
		Audit Services \$35,834,450
		Financial, Accounting and Taxation Advisory Services \$28,841,266
		Program Reviews \$28,395,565
		Procurement Advisory Services \$17,137,209
		Risk Advisory Services \$12,212,328  Probity Services \$5,754,715
		Forensic Audit Services \$2,930,693
		Financial Assessment Services \$2,641,766
Q27	Regarding internet security - are there any specific industry standards that you expect providers to meet or is a declaration of compliance against the points outlined in clause 3.5 sufficient.	At Head Agreement level, and for your submission, compliance against the points in clause 3.5 is sufficient. However, at Customer Contract level, the Customer may seek further assurances depending on the scope of work required and the associated risk.
Q28	What evaluation criteria/formula will be used when assessing rates offered? How will this be used in determining if a supplier is approved for the panel?	As this will be a Panel arrangement, it is expected that each category will offer Customers access to Contractors with a range of pricing. While current rates may be utilised for initial benchmarking during the evaluation process, where appropriate, Offers received will indicate the average market rate for each category. Assessment of supplier rates forms part of an overall value for money assessment of the offer, against a number of factors including but not limited to Respondent's compliance and disclosures, qualitative and pricing.
Q29	Will our rates be published?	Yes. Rates are published as part of the CUA documentation available on <a href="https://www.wa.gov.au">www.wa.gov.au</a>

RESPONDENT QUESTION		RESPONSE
Q30	Should we be successful in applying for the CUA - is there any particular preference for engaging with the buyers to gain awareness prior to quoting?	Engagement with buyers to gain awareness prior to quoting, though not prohibited, is not encouraged to uphold the high levels of integrity and probity required by WA Government's supply policy objectives. The CUA's buying resources are the preferred source and considered more than adequate to inform the majority of State agency's buying decisions
Q31	Will you be providing these slides to attendees?	The slides from the Briefing are included as an attachment to this Addendum 1
Q32	Will you be providing access to the recording?	No - recording of the briefing was planned but did not take place.

## **ATTACHMENTS TO THIS ADDENDUM**

This Addendum includes the following attachments:

- CUAAFA2024 Tender Briefing Presentation Slides; and
- Attachment A Electronic Response Schedule Version 2.

## END OF ADDENDUM NO. 1



## <u>Addendum to Request Documents</u>

Request No.: CUAAFA2024

Addendum No.: 2

Date of Issue: 27/02/2024

No. of pages: 4 (incl. this sheet)

## **Important**

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

## **Amendments to Request:**

## A2.1 Request Document: Schedule 17 - Contractor Profile

The first sentence of Schedule 17 - Contractor Profile replace "The Respondent must complete a Contractor Profile for each category that the Respondent is submitting and offer for." with:

"The Respondent must complete one generic Contractor Profile, to be submitted with the offer."

Respondent questions and clarifications addressed on page 2.

# Respondent Questions/Clarifications:

RESPONDENT QUESTION		RESPONSE
Q1	Can you please clarify whether it is possible for us to outline professional qualification/membership details associated with each category separately and not necessarily linked to the Account Manager and Primary Contact only?	The Electronic Response Schedule allows for a response to Qualitative Requirement B for each Category. Qualifications held by the organisation, or individuals within the organisation, where applicable, can be submitted under this Qualitative Requirement – it may or may not be linked back to the Account Manager or Primary Contact, but it must be relevant to the Category you are submitting an offer for.
Q2	As file "CUAAFA2024 – Attachment 1 – Electronic Response Schedule V2" has been provided should we still submit using filename 'RESPONDENT NAME – CUAAFA2024 Electronic Response.xlsx)?	Yes, please rename the attachment with your business name, as described in the Request Conditions.
Q3	Regarding Schedule 17 Contractor Profile, where should we insert the category name each profile is referring to?	An amendment to the Request has been made as part of this Addendum. The Respondent must complete <u>one</u> generic Contractor Profile, to be submitted with the offer.  Thus, categories do not need to be listed in Contractor Profile submitted with the offer. Following Award of the CUA, the Contractor Profile will be visible to Customers when they search within the Contractor Catalogue.  As an example, the CUAICTS2021 Contractor Catalogue allows Customers to filter Contractors based on categories they have been awarded. The Contractor Profile is generic across categories - <a href="https://app.powerbi.com/view?r=eyJrljoiZTk3ZjY5MjgtYWVjNC00NjcxLWE0NGUtMm">https://app.powerbi.com/view?r=eyJrljoiZTk3ZjY5MjgtYWVjNC00NjcxLWE0NGUtMm</a> Q3NWU5Yjl3NGM0liwidCl6Iml3MzRiMTAyLWEyNjctNDI5YS1iNDVILTQ2MGM4YWQ2M2FIMiJ9
Q4	Regarding Schedule 17 Contractor Profile and maximising space for profile content, can we delete the explanation details behind Low, Medium and High insurances and e.g. keep the Low Yes, Medium Yes, High Yes lines only?	As per the response to Q4 in Addendum No: 1, "Note that any delivery location and insurance information that is not applicable will be deleted and will provide sufficient space for content."  However, if Respondent's are holding the insurances for each of the tiers of insurance because this is applicable to the Respondent's offer, this text will need to be retained in full.
Q5	Whilst we acknowledge your response regarding the submission of additional documents, we would like further clarification in relation to this point please. We would like to submit supplementary	No additional attachments, apart from where required by the Request, will be reviewed as part of evaluation.

REQUEST NO CUAAFA2024

RESPONDENT QUESTION	RESPONSE
relevant information including graphics / information that is difficult to submit in the requested excel format and would like to gather your express permission to submit this in a PDF format from PPT or Word. This will be with the understanding that this may not be part of your final evaluation.	

# **ATTACHMENTS TO THIS ADDENDUM: Nil**

END OF ADDENDUM NO. 2