



Request & Addenda

REQUEST TITLE:

**Common Use Arrangement for Temporary Personnel Services
(CUATPS2019)**

ADDENDA:

Addendum No. 1 (Tender Briefing)

Addendum No. 2 (Buying Rules)



Request

REQUEST TITLE:

Common Use Arrangement for Temporary Personnel Services

REQUEST NUMBER:

CUATPS2019

CLOSING TIME:

Friday, 17 May 2019 at 2:30PM Perth, Western Australia time

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

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

Table of Contents

PART A – REQUEST NO. CUATPS2019	5
1. INTRODUCTION.....	5
1.1 BACKGROUND.....	5
1.2 SUBMISSION OF OFFER	5
1.3 OFFER VALIDITY PERIOD	6
1.4 TENDERS WA	6
1.5 BRIEFING.....	6
1.6 CONTACT PERSONS	7
1.7 REQUEST CONDITIONS	7
2. SELECTION PROCESS.....	8
2.1 SELECTION PROCESS	8
2.2 STATE SUPPLY COMMISSION AND GOVERNMENT POLICIES	8
SCHEDULE 1 - HEAD AGREEMENT DETAILS AND CUSTOMER CONTRACT DETAILS	10
SCHEDULE 2 - SPECIFICATION / STATEMENT OF REQUIREMENTS.....	15
1. STATEMENT OF REQUIREMENTS	15
1.1 Scope	15
1.2 Categories	15
1.3 Panel Size	15
1.4 Mandatory / Discretionary Use	16
1.5 Estimated Value of New CUA	16
1.6 Definitions.....	16
2. Background on Current CUA	16
3. SPECIFICATION.....	18
3.1 Categories	18
4. SERVICES	20
4.1 General Service Requirements	20
4.2 Sourcing and Supply of Candidates	20
4.3 Contract Management	23
4.4 Invoicing and Payments	26
4.5 Reporting	27
4.6 Key Performance Indicators (KPIs).....	29
PART B – CONTENT REQUIREMENT AND RESPONDENT’S OFFER	31
1. NOTE TO RESPONDENT	31
2. IDENTITY OF RESPONDENT	32
3. PRE-QUALIFICATION REQUIREMENTS	32

4. COMPLIANCE AND DISCLOSURE REQUIREMENTS	33
5. QUALITATIVE REQUIREMENTS	42
5.1 ORGANISATIONAL CAPACITY (30% WEIGHTING)	42
5.2 DEMONSTRATED EXPERIENCE (30% WEIGHTING)	44
5.3 CUSTOMER SERVICE PROVIDED (30% WEIGHTING)	45
5.4 SUSTAINABILITY AND DIVERSITY CONSIDERATIONS (10% WEIGHTING)	46
6. HEAD AGREEMENT AND CUSTOMER CONTRACT INSURANCE REQUIREMENTS	47
SCHEDULE 3 – PRICING	49
1. OFFERED PRICE AND PRICE SCHEDULE	49
2. CATEGORIES TENDERED	49
3. PRICING REQUIREMENTS	49
3.1 Hourly Rate	49
3.2 Corporate Gross Margin	51
3.3 Engagement Duration	51
3.4 Spotter’s Fee	52
3.5 Price Variations	52
3.6 Schedule of Rates	55
SCHEDULE 4 - NOT APPLICABLE	58
SCHEDULE 5 - SERVICE REQUEST FORM	59
SCHEDULE 6 – NOT APPLICABLE	64
SCHEDULE 7 TO 15 – NOT APPLICABLE	65
SCHEDULE 16 – CONTRACTOR PROFILE	66
SCHEDULE 17 – SALES REPORTING REQUIREMENTS	68
SCHEDULE 18 – SERVICE DELIVERY REPORTING REQUIREMENTS	76
SCHEDULE 19 – EMPLOYMENT LEGISLATION COMPLIANCE REPORTING REQUIREMENTS	77
APPENDIX 1 – WORKFORCE REPORT TEMPLATE	78

PART A – REQUEST NO. CUATPS2019

1. INTRODUCTION

1.1 BACKGROUND

The Department of Finance (Finance) issues this Request to establish a new Common Use Arrangement (CUA) for Temporary Personnel Services (CUATPS2019). The new CUA will replace the current CUA for Temporary Personnel Services (CUATPS2014) which was established in 2014 and is due to expire on 8 November 2019.

CUATPS2019 will have an initial term of three (3) years, with two (2) one (1) year contract extension options available to be exercised in the absolute discretion of the Contract Authority. The Contract Authority has the discretion to exercise each option separately or simultaneously.

The new CUA will be a contract for the supply of temporary personnel services to meet the short term resourcing needs of Western Australian Public Authorities¹. The CUA will comprise the following four categories:

- **Category A** – Clerical and Administrative
- **Category B** – Technical and Trades
- **Category C** – Professional
- **Category D** – Information and Communication Technology

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

All categories will be mandatory for Public Authorities located in the Perth Region² and discretionary for regional Public Authorities and other entities on the Approved CUA Users List³.

A full statement of services required under the new CUA is set out in Schedule 2 (Specification / Statement of Requirements) of this Request.

1.2 SUBMISSION OF OFFER

1.2.1 HAND AND POST LODGEMENT

The Respondent may submit their Offer:

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

¹ References to a 'Public Authority' in this document is a reference to a Public Authority as defined in the *State Supply Commission Act 1991*.

² As defined in the *Buy Local Policy 2002*.

³ The current version of the [Approved CUA Users List](http://www.finance.wa.gov.au) is available from www.finance.wa.gov.au.

If the Respondent hand delivers or posts its Offer, the Respondent must provide two copies. One printed copy marked "original" and one electronic copy on USB flash drive.

The electronic copy of the Offer must be provided on a USB flash drive in minimum Microsoft Word 97 or later.doc format. Any promotional materials can be provided in Adobe Portable Document File (.pdf) format. In the event of any discrepancy between the electronic copy and the original hardcopy of the Offer, the original hardcopy shall prevail. The USB flash drive must be labelled with the Respondent's name and the Request Number.

1.2.2 FACSIMILE LODGEMENT

Offers may not be submitted by facsimile.

1.2.3 ELECTRONIC LODGEMENT

The Respondent may submit the Offer electronically by uploading at: www.tenders.wa.gov.au.

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

The Respondent must be registered to submit an offer electronically.

1.2.4 CONDITIONS REGARDING THE SUBMISSION OF OFFERS

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 ten (10) months.

1.4 TENDERS WA

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

1.5 BRIEFING

A non-mandatory briefing to Respondents will be conducted on:

Date: Wednesday, 17 April 2019

Time: 2:00PM, Western Australia time

Location: Optima Centre, Ground Floor

16 Parkland Road, Osborne Park 6019, Western Australia

The Respondent is requested to confirm its attendance by no later than 5:00PM (Western Australia time) on Tuesday, 16 April 2019 by emailing Meg Herbert at meg.herbert@finance.wa.gov.au and providing the following details: company name; company representative; contact email address; and contact phone number.

1.6 CONTACT PERSONS

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

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

ALL REQUEST ENQUIRIES ARE TO BE DIRECTED TO EITHER MEG HERBERT OR GENEVIEVE JARVIS. CONTACT DETAILS ARE AS FOLLOWS:

Name: Meg Herbert
Title: Senior Procurement Officer
Telephone: (08) 6551 1349
E-mail: meg.herbert@finance.wa.gov.au

OR

Name: Genevieve Jarvis
Title: Senior Procurement Manager
Telephone: (08) 6551 1465
E-mail: genevieve.jarvis@finance.wa.gov.au

ADVICE ON DELIVERING OFFERS:

Name: Tendering Services
Telephone: (08) 6551 2345

ADVICE ON USING TENDERS WA:

Name: Procurement Systems Support
Telephone: (08) 6551 2020

1.7 REQUEST CONDITIONS

The "Request Conditions" are contained in the Part A of the *Request Conditions and General Conditions of Contract* (October 2018) located at www.finance.wa.gov.au (select Government Procurement, then select "Goods and Services Templates, Guides and Conditions of Contract" from the Quick Links menu) and contain important provisions regarding the nature of this Request and the consequences of the Respondent submitting an Offer. The Respondent is deemed to have read and considered the Request Conditions prior to submitting an Offer.

2. SELECTION PROCESS

2.1 SELECTION PROCESS

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

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

- a). apply relevant State Supply Commission and Government policies to the assessment of Offers;
- b). assess Offers against the Compliance and Disclosure Requirements in Section 4 in Part B;
- c). assess Offers against the Qualitative Requirements in Section 5 in Part B. If a Respondent submits an Offer for multiple categories, each category will be individually evaluated;
- 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 (Pricing).

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

2.2 STATE SUPPLY COMMISSION AND GOVERNMENT POLICIES

The following State Supply Commission policies apply to this Request:

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

The following Government policies apply to this Request:

- a). Buy Local Policy; including the Addenda; and
- b). Western Australian Industry Participation Strategy (WAIPS).

The Buy Local Policy can be viewed and downloaded at www.ssc.wa.gov.au or copies of these policies are available from the State Supply Commission (telephone (08) 6551 1500). The WAIPS can be downloaded at the Industry Link Advisory Service (ILAS) website (<https://industrylink.wa.gov.au>).

This Request is a covered procurement under the Australia-United States Free Trade Agreement (AUSFTA), the Australia-Chile Free Trade Agreement (ACI-FTA), the Korea-Australia Free Trade Agreement (KAFTA), the Japan-Australia Economic Partnership Agreement (JAEPA) and the Singapore-Australia Free Trade Agreement (SAFTA).

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, as delegate of the State Supply Commission.
2. The Term of the Head Agreement	The Term of the Head Agreement is three (3) 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 one (1) year duration. The Contract Authority has the discretion to exercise both extension options separately or simultaneously, if it wishes to do so.
5. Notice of Extension	Clause 3.8 of the General Conditions applies.
6. Price Variation	<p>Contractors may request a price variation in accordance with the Price Variations clause in Schedule 3 (Pricing).</p> <p>The Contractor shall apply in writing for the Contract Authority's approval each time a revised price is to be applied to the Head Agreement.</p> <p>Documentation for On-Costs variations will be required to justify applications for revised Head Agreement prices during the term of the Head Agreement.</p> <p>No price variation is payable unless and until approved by the Contract Authority.</p>
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 \$20 million 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 (WA)</i> , including cover for common law liability for an amount of not less than \$50 million for any one occurrence in respect of workers of the 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 Management Requirements	<p>9.1 Reporting</p> <p>The Contractor shall provide the reports specified in Schedule 2 (Specification / Statement of Requirements), clause 4.5 of this Request. The reports include:</p> <ol style="list-style-type: none"> a). Quarterly Sales Reports: The Contractor shall provide detailed sales reports to the Contract Authority within 30 calendar days of the end of each quarter. b). Bi-annual Service Delivery Reports: The Contractor shall provide service delivery reports to the Contract Authority by 30 April and 30 October each year. c). Annual Employment Legislation Compliance Report: The Contractor shall provide a compliance report to the Contract Authority by 30 July each year. d). WAIPS Reporting: The Contractor shall provide a WAIPS report each year to the Contract Authority as per the timeframe indicated in this Schedule 1 (Head Agreement Details), clause 18 of this Request and as

	<p>per the requirements of Schedule 2 (Specification / Statement of Requirements), clause 4.5.5 of this Request.</p> <p>e). Ad-hoc Reporting: The Contract Authority reserves the right to request ad-hoc reporting from the Contractor as required.</p> <p>9.2 Meetings</p> <p>Meetings between the Contract Authority and the Contractor’s representative(s) will be as required.</p> <p>9.3 Contractor Profile Information</p> <p>The Contractor is responsible for maintaining the currency of their Contractor Profile.</p> <p>9.4 Key Performance Indicators</p> <p>The Contractor and the Contract Authority will monitor the Key Performance Indicators (KPIs) as defined in Schedule 2 (Specification / Statement of Requirements), clause 4.6 of this Request.</p> <p>9.5 Contract Authority’s Representative</p> <p>Name: Meg Herbert Telephone: (08) 6551 1349 Email: meg.herbert@finance.wa.gov.au</p> <p>Or as delegated by the Contract Authority</p> <p>9.5 Contract Authority’s address and email details</p> <p>Street Address: Department of Finance, Government Procurement Level 4, Optima Centre 16 Parkland Road Osborne Park WA 6017</p> <p>Mailing Address: Locked Bag 11 Cloisters Square Perth WA 6850</p>
10. 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 Contract Authority as confidential.
11. Panel Arrangement	This Request is to establish a Panel Arrangement. Clause 4(b) of the General Conditions applies.
12. Police Clearance	Clause 18.4 of the General Conditions applies.
13. Confidential Declaration – Prevention of Paedophilia	Clause 18.5 of the General Conditions does not apply.
14. Warranties	For the purposes of clause 19.5 of the General Conditions, no warranties are specified.
15. Intellectual Property Owner	The State of Western Australia is the owner of the Intellectual Property Rights in New Material for the purposes of clause 23.1 of the General Conditions.
16. Publicity	For the purposes of clause 24.4 of the General Conditions, no other Public Authority is specified.

<p>17. Termination Without Cause</p>	<p>a) Unless stated to the contrary in the Head Agreement Details, the Contract Authority may, in its absolute discretion and for its sole benefit, terminate this Head Agreement without cause in whole or in part at any time by 30 days (or such other period as may be agreed between the parties) prior written notice to the Contractor. The Contractor will immediately comply with any directions given by the Contract Authority in the notice. No compensation will be payable by the Contract Authority to the Contractor in the event of termination pursuant to this clause 17.</p> <p>b) Termination of the Head Agreement under sub-clause (a) does not have any effect on any Customer Contracts entered into prior to the date of termination of the Head Agreement, but for the avoidance of doubt the Contractor may not enter into any new Customer Contracts after the date of termination of the Head Agreement.</p>
<p>18. Western Australian Industry Participation Strategy (WAIPS) – Workforce Reporting</p> <p><i>This reporting is a requirement of the Western Australian Industry Participation Strategy (WAIPS). Guidance on the WAIPS may be found at www.jtsi.wa.gov.au.</i></p>	<p>WAIPS Reporting</p> <p>a) The Contractor must submit to the Contract Authority a report as to the matters covered by the Workforce Report Template (as detailed in Appendix 1) :</p> <p style="padding-left: 40px;">(A) in every year of the Term, in respect of that year (Annual Workforce Report); and</p> <p style="padding-left: 40px;">(B) upon the expiry of Term, in respect of the whole of the Term of the Head Agreement (Final Workforce Report),</p> <p style="padding-left: 40px;">in accordance with this clause.</p> <p>b) Each report submitted under clause a) must use the form of, and must address the matters outlined in, the Workforce Report Template which is attached to the Head Agreement as Appendix 1.</p> <p>c) Subject to clause (d), the Contractor must submit:</p> <p style="padding-left: 40px;">(A) an Annual Workforce Report to the Contract Authority no later than two weeks after the anniversary of the Head Agreement Commencement Date, or on such other date each year as is notified by the Contract Authority to the Contractor; and</p> <p style="padding-left: 40px;">(B) a Final Workforce Report no later than two months after the expiry of the Term of the Head Agreement.</p> <p>d) Where the Term is 12 months or less, only one report from the Contractor is required, being the Final Workforce Report, which the Contractor must submit within two months after the expiry of the Term.</p> <p>e) Each report required under clause (a) must be accurate, up-to-date, comprehensive, sufficiently detailed, and in no way misleading or deceptive.</p> <p>f) The Workforce Report must be endorsed and verified as being true and correct by the Contractor’s Chief Executive Officer, Managing Director or equivalent.</p> <p>Workforce Report Verification</p> <p>The Contract Authority may obtain information from any person regarding the truth and accuracy of the information within the Workforce Report provided by the Contractor.</p> <p>Use of Information</p> <p>The Contract Authority may use or disclose the Workforce Report provided under this clause for the legitimate purposes of or relating to government or the business of government.</p> <p>Clause survives</p> <p>This clause survives the termination or expiration of the Head Agreement.</p>

CUSTOMER CONTRACT DETAILS

1. Customer	The Customer will be specified in the Order.
2. The Term of the Customer Contract	The Term will commence on the Commencement Date and will expire when the Services have been supplied in accordance with Clause 6 of the General Conditions.
3. Commencement Date	The Customer will notify the Contractor of the Commencement Date in the Order.
4. Price Variation	The Price is fixed for the Term.
5. 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 \$20 million for any one occurrence and unlimited in the number of occurrences happening in the period of insurance.
6. Professional Indemnity	<p>Professional indemnity insurance covering the legal liability of the Contractor and the Contractor's Personnel under the Customer Contract, arising out of any act, negligence, error or omission made or done by or on behalf of the Contractor, or any subcontractor in connection with the Contract for a sum of \$5 million for any one claim and in the annual aggregate, with a provision of one automatic reinstatement of the full sum insured in any one period of insurance.</p> <p>Professional indemnity insurance required under this clause must include:</p> <ul style="list-style-type: none"> 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.
7. Workers' Compensation	Workers' compensation insurance in accordance with the provisions of the <i>Workers' Compensation and Injury Management Act 1981 (WA)</i> , including cover for common law liability for an amount of not less than \$50 million 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> .
8. Contract Management Requirements	<p>9.1 Reporting</p> <p>The Customer may request reports as per Schedule 2 (Specification / Statement of Requirements), clause 4.5.5 of this Request.</p> <p>9.2 Meetings</p> <p>Meetings will be as agreed between the Customer and the Contractor's representative(s).</p> <p>9.3 Key Performance Indicators</p> <p>KPIs as agreed between the Customer and the Contractor.</p>

SPECIAL CONDITIONS	
9. 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 Contract Authority as confidential. For the avoidance of doubt, a temporary personnel candidate placed with the Customer pursuant to a Customer Contract is bound by clause 24.2 (Confidentiality) of the General Conditions in their capacity as Contractor Personnel.
10. Police Clearance	Clause 18.4 of the General Conditions applies.
11. Confidential Declaration – Prevention of Paedophilia	Clause 18.5 of the General Conditions applies.
12. Warranties	For the purposes of clause 19.5 of the General Conditions, no warranties are specified.
13. Intellectual Property Owner	The Customer is the owner of the Intellectual Property Rights in New Material for the purposes of clause 23.1 of the General Conditions.
14. Working Papers	Clause 23.1 (e) of the General Conditions applies.
15. Publicity	For the purposes of clause 24.4 of the General Conditions, no other Public Authority is specified.
16. Government Policies	For the purposes of clause 32 of the General Conditions, no obligations relating to Government procurement policies are specified.

SCHEDULE 2 - SPECIFICATION / STATEMENT OF REQUIREMENTS

1. STATEMENT OF REQUIREMENTS

This Request document outlines the requirements for CUATPS2019 which is the new CUA that will replace CUATPS2014 when it expires on 8 November 2019.

1.1 Scope

CUATPS2019 will cover the supply of temporary personnel services to meet the short term resourcing needs of Public Authorities. The temporary personnel services available under this CUA will be sought on an as required basis where an appropriately skilled person is required at short notice for a defined period of time to meet specific workload needs.

This CUA does not cover the engagement of consultants by Public Authorities or other Approved CUA Users.

1.2 Categories

The new CUA will include four categories and Respondents may submit an Offer for one or more of these categories.

Category A – Clerical and Administrative

Candidates supplied under this category will fill clerical and administrative support roles, including low level accounting and finance related roles.

Category B – Technical and Trades

Candidates supplied under this category will have a trade qualification or be primarily from a trade or technical background, or have primarily trade or technical skills.

Category C – Professional

Candidates supplied under this category will have a professional qualification, specialist skills, seniority or management responsibility. Category C roles includes mid to senior level accounting and finance related roles.

Category D – Information and Communication Technology

Candidates supplied under this category will have the skills and/or qualifications required to fill information and communication technology roles.

1.3 Panel Size

It is anticipated that CUATPS2019 will be awarded to a panel of three to five Contractors in each of the four CUA categories, whose Offers represent value for money. The panel sizes will be at the discretion of the Contract Authority.

1.4 Mandatory / Discretionary Use

The CUA will be mandatory for Public Authorities in the Perth region. The CUA is discretionary for all other Approved CUA Users including Public Authorities located outside the Perth region.

1.5 Estimated Value of New CUA

The estimated annual turnover for the new CUA is approximately \$112.4 million (GST inclusive) per annum over a five (5) year term under a mandatory contract framework. The CUA will operate as a standing offer and there is no guarantee of work volumes or turnover. Factors such as economic conditions, budgetary fluctuations, the state of the Western Australian labour market and public sector employment policies may impact on Engagement volumes and CUA turnover.

1.6 Definitions

In addition to the definitions contained in the General Conditions, the following definitions apply to Schedule 2 (Specification / Statement of Requirements) and Schedule 3 (Pricing) in this Request:

Account Manager is the Contractor's representative(s) as named in the TPS2019 Contractor Profiles document from time to time.

Candidate an individual employed or otherwise engaged by the Contractor (including by way of a sub-contracting arrangement) and provided to the Customer pursuant to the Order.

Engagement means the engagement of a Contractor to provide a Candidate pursuant to an Order placed by a Customer with the Contractor under CUATPS2019.

Engagement Extension means the extension of an existing Engagement beyond the original Estimated Finish Date as specified in the Service Request Form.

General Conditions means the *Request Conditions and General Conditions of Contract* (October 2018).

Merit Based Selection Process means a recruitment process involving the assessment of all eligible applicants against the work requirements for the job, using a pre-determined and documented process that is conducted in compliance with the Public Sector Commission's *Commissioner's Instruction No. 2 – Filling a Public Sector Vacancy*.

2. Background on Current CUA

The current CUA for Temporary Personnel Services, CUATPS2014, has been widely used since its commencement in November 2014. During the most recent contract year, it was accessed by approximately 70 different buying entities made up primarily of Public Authorities, together with some local governments, universities and public benevolent institutions.

The table below sets out the annual turnover under CUATPS2014 for the first four contract years.

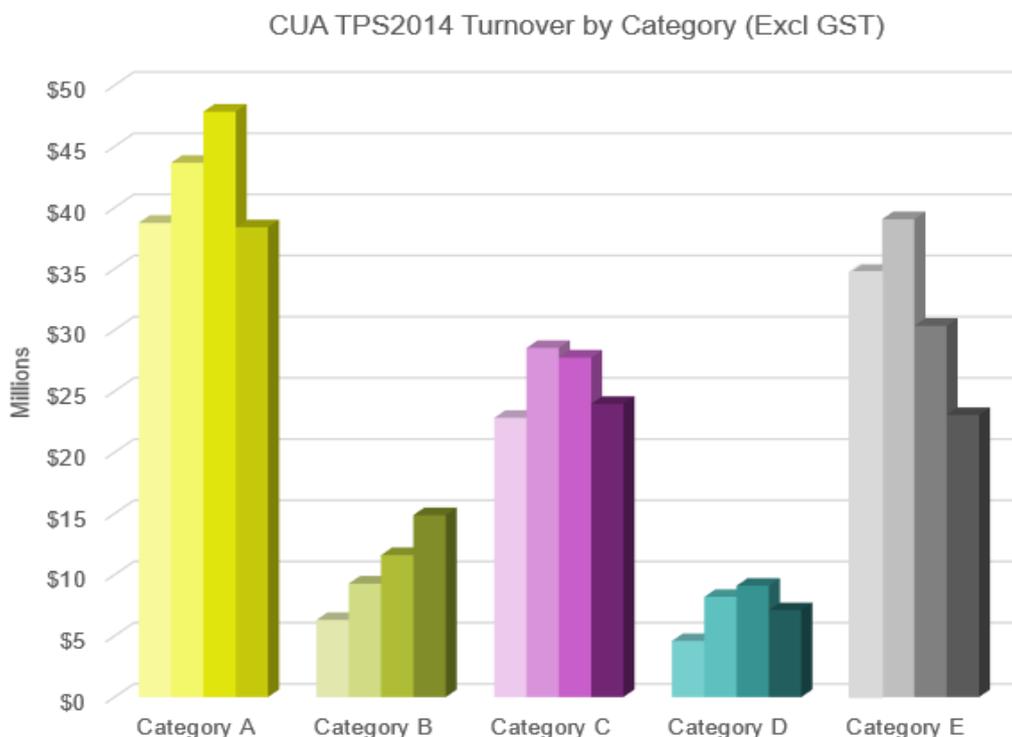
Contract Year (Oct – Sept)	Contract Year Turnover (\$ GST Inclusive)	Cumulative Turnover (\$ GST Inclusive)
2014/15	\$107.1 million	
2015/16	\$128.7 million	\$235.8 million
2016/17	\$126.6 million	\$362.4 million
2017/18	\$107.4 million	469.8 million

CUATPS2014 currently offers the choice of 12 contractors across five categories:

- Category A (Clerical and Administrative)
- Category B (Technical and Trades)
- Category C (Professional)
- Category D (Finance and Accounting)
- Category E (Information and Communication Technology)

Category A has maintained the largest share of turnover across the life of the CUA, followed by Category E and Category C. In the 2017/18 contract year Category A accounted for 36 percent of total turnover.

The chart below shows turnover share by category across the four contract years of CUATPS2014 from November 2014 to September 2018:



The table below sets out data on turnover, engagements, hours and pay charge rates for the most recently completed contract year (October 2017 – September 2018):

	Category A	Category B	Category C	Category D	Category E
% Share of Turnover	36%	14%	22%	7%	21%
Total Engagements	2883	743	827	300	749
Total Hours	826,048	286,854	279,517	112,124	286,463
Average Pay Charge	\$33.00	\$34.00	\$65.00	\$45.00	\$62.00

3. SPECIFICATION

Successful Respondents will be required to provide Customers with the services in the categories described below.

3.1 Categories

The CUA will include four categories and examples of the types of roles covered by each category are set out below. The examples below are not intended to provide an exhaustive list of all roles covered by each category, with the successful Respondents expected to provide Candidates for a broad range of roles within each category.

3.1.1 Category A – Clerical and Administrative

a). Category A covers roles that are of a clerical or administrative nature including, but not limited to, the following examples:

- Activity Officer
- Administrative Assistant
- Business Support Assistant
- Call Centre Operator
- Clerical Officer
- Contracts Officer
- Customer Service Officer
- Data Entry Officer
- Document Controller
- Executive Assistant
- HR Assistant
- Medical Records Officer
- Paralegal
- Personal Assistant
- Project Officer
- Purchasing Officer
- Receptionist
- Records Officer
- Schools Test Administrator
- Switchboard Operator
- Traffic Operations Officer
- Word Processor

b). Category A also covers accounting and finance related roles that are junior level and/or essentially clerical or administrative in nature. These roles would include:

- Accounts Officer
- Billing Officer
- Budget Officer
- Collections Officer
- Credit Control Officer
- Finance Officer
- Payroll Officer
- Reconciliation Officer

3.1.2 Category B – Technical and Trades

Category B covers roles that are of a trade related or technical nature including, but not limited to, the following examples:

- Carpenter
- Catering Assistant
- Chef
- Cleaner
- Diploma Trained Educator
- Electrician
- Field Assistant / Supervisor
- Gardener / Landscaper
- Gas Inspector
- Geoscience Support Officer
- Laboratory Assistant / Technician
- Labourer
- Locomotive Fitter
- Maintenance Person
- Mechanical Fitter
- Painter and Decorator
- Plant Operator
- Plumber
- Refrigeration Mechanic
- Speed Camera Operator
- Stock-taker
- Stores / Warehouse Person
- Trades Assistant
- Traffic Escort Warden

3.1.3 Category C – Professional

a). Category C covers roles that require a professional qualification, specialist skills, seniority or management responsibility. These roles include, but are not limited to, the following examples:

- Business Analyst
- Business Support Officer / Manager
- Clinical Coder
- Communications Officer
- Contracts / Project Support Officer
- Education Officer
- Engineer
- Environmental Officer / Scientist
- Geologist / Hydrogeologist
- Graphic Designer
- Heritage Officer
- HR Officer
- Legal / Legislative Officer
- Marine Training Officer
- Media Advisor / Officer
- Natural Resource Management Officer
- OSH Advisor
- Planning Officer
- Policy Analyst
- Procurement Officer
- Project Officer / Manager
- Risk and Audit Support Officer
- Technical Writer
- Training Officer
- Traffic Data Controller

b). Category C also covers accounting and finance related roles that are mid to senior level and/or require specialist knowledge or management responsibility. These roles would include:

- Capital / Forensic / Management / Project Accountant
- Business Analyst
- Financial Analyst
- Financial Controller
- Financial Performance Manager
- Receivables Team Leader
- Senior Revenue Officer

3.1.4 Category D – Information and Communication Technology

Category D covers roles that require Information and Communication Technology skills or qualifications. These roles include, but are not limited to, the following examples:

- Analyst / Programmer
- Application / Business Analyst
- Asset and Service Coordinator
- Business Intelligence Analyst
- Build and Deploy Officer
- Communications Engineer / Technician
- Data Analyst
- Database Developer
- Desktop Support
- Digital Information Security Officer
- Enterprise / Solutions Architect
- Help Desk Support
- Infrastructure Service Coordinator
- NET Architect / Developer
- Network Administrator / Engineer
- Online Services Officer
- Project Manager ICT
- Service Desk Analyst / Officer
- Software Developer
- Systems Administrator
- Technical Application Specialist
- Test Analyst
- Training Officer – ICT
- Web Administrator / Developer

4. SERVICES

Each successful Respondent is required to provide the following services.

4.1 General Service Requirements

4.1.1 General Conditions Compliance

The Contractor shall carry out services as requested by the Customer in accordance with the General Conditions, including any additional requirements specified by the Customer in the Order.

The Contractor shall maintain systems and physical infrastructure that will enable it to fully and properly discharge its duties and obligations as a Contractor.

4.1.2 Licences

The Contractor must hold all relevant licenses including but not limited to, an Employment Agent's License issued under the *Employment Agents Act 1976* (WA), together with other authorities, certificates and documents required by law and comply with all relevant Acts, Legislation and Regulations applicable in the State of Western Australia in carrying out its services, as appropriate.

4.2 Sourcing and Supply of Candidates

4.2.1 Candidate Sourcing

The Contractor is required to maintain a database of Candidates sufficient in scope and quality to meet the potential needs of Customers. The Contractor must use quality processes to source, screen and induct their Candidates. The

sourcing processes must include, but not be limited to, right to work checks (verification of work permits etc.), reference checks, qualification checks and an assessment of each Candidate's work experience and skills.

4.2.2 Candidate Selection

The Contractor must pay due care and attention to the required skill set for each Engagement and the service quality expectations of the Customer when selecting potential Candidate(s).

The Contractor shall complete Part B of the Service Request Form and provide the Customer with all relevant information to ensure that the Customer is able to make an informed decision about the suitability of the Candidate(s). The Contractor must provide the Customer with information about the Candidate's experience, qualification and/or references as required and provide advice on the Candidate's Pay Rate if requested.

If the Customer chooses to interview a Candidate, the Contractor must ensure that the Candidate is available at a mutually convenient time.

4.2.3 Candidate Induction

The Contractor must ensure each Candidate completes induction training which must include at a minimum:

- a). information making the Candidate aware of the Candidate's obligations under the CUA in relation to Confidential Information, the Public Sector Code of Ethics and the relevant Customer's Code of Conduct,
- b). occupational health and safety, and
- c). equal employment opportunity training.

The Contractor must have processes in place to ensure that their Candidates are provided with refresher training prior to the commencement of an Engagement with a Customer for whom the Candidate has not previously worked and otherwise at appropriate intervals.

4.2.4 Occupational Health and Safety

In addition to providing each Candidate with occupational health and safety training, the Contractor must ensure that the Candidate is provided with a safe working environment by the Customer. If specific materials or equipment are required to allow the Candidate to fulfil the duties of their role (including, but not limited to Personal Protective Equipment), the Customer will provide them.

The Contractor will conduct a worksite safety inspection at the commencement of an Engagement if required in order to meet their obligation to provide their Candidate(s) with a safe working environment. The Customer will grant the Contractor access to their premises to conduct such inspections on reasonable notice.

4.2.5 Pre-existing Medical Conditions

If the Contractor is aware that a potential Candidate has a pre-existing medical condition that may affect the Candidate's ability to undertake the work

requirements of the Engagement, the Contractor must notify the Customer by completing the relevant section of the Service Request Form.

If the Candidate is selected by the Customer, the Contractor and Customer will work together to identify and agree on any special requirements to accommodate the Candidate's condition prior to the start of the Engagement.

4.2.6 Security Checks

The Customer may require that a Candidate undergoes an Australia-wide police clearance check and/or other security clearance checks prior to the commencement of an Engagement and/or at agreed intervals during an Engagement. All such police and security checks shall be obtained in a timely manner and at no cost to the Customer.

4.2.7 Medical Checks

The Customer may require that a Candidate undergoes a standard medical check where a medical check is required to:

- a). confirm the Candidate's fitness to perform the work requirements for a particular role, and
- b). enable the Customer to meet their obligation to maintain a safe workplace.

If the Customer requests a standard medical check, the Contractor must arrange the medical examination and provide the Customer with the requested documentation in a timely manner and at no extra cost to the Customer.

4.2.8 Employee Assistance Program

If the Contractor maintains an Employee Assistance Program (EAP), the Contractor shall ensure that:

- a). all of the Contractor's Candidates have access to that EAP, and
- b). their Contractor Profile notes the availability of the EAP.

4.2.9 Construction Induction Training

The Customer may require that a Candidate has completed Construction Induction Training for a particular role. In such cases, the Contractor must provide the Customer with evidence that the Candidate holds a Blue or White Card. The training required to obtain a current Blue or White Card shall be undertaken at no extra cost to the Customer prior to the commencement of the Engagement.

4.2.10 Core Role Related Training

- a). The Customer is responsible for providing each Candidate with training covering the Customer's systems, process, policies and procedures (Core Customer Training) that are relevant to the role to be undertaken during an Engagement. The Customer shall pay the agreed Hourly Rate to the Contractor for the time recorded while the Candidate is undertaking the Core Customer Training.
- b). The Contractor shall ensure that each Candidate holds the relevant qualifications and current training certifications (including continuing professional development training, if relevant) for the role to be undertaken during an Engagement.

4.2.11 Non-Core Training

The Contractor may request the Customer's permission for a Candidate to undertake additional non-core training during an Engagement.

When requesting non-core training the Contractor shall provide the Customer with sufficient information about the scope and timing of the training for the Customer to properly consider the request and any impacts on the Customer's operational requirements relevant to the Engagement.

The Contractor shall bear the cost of the non-core training unless otherwise agreed by the Customer.

4.2.12 Database Maintenance

Each Contractor must regularly review their Candidate database to ensure that they can continue to meet the needs of Customers. When conducting a database review, the Contractor shall ensure that their Candidates' hold current:

- a). references,
- b). professional qualifications or continuing professional development training requirements (if applicable), and/or
- c). security checks (if applicable).

4.2.13 Sub-Contractors

A Contractor may supply a Candidate sourced via a sub-contracting arrangement with the individual Candidate or another supplier. If a Contractor has a sub-contracting arrangement in place in relation to a Candidate, the Contractor must make the Customer aware of the arrangement and advise the Customer that the Candidate is not an employee of the Contractor prior to the commencement of the Engagement.

Notwithstanding any sub-contracting arrangement between the Contractor and a third party, only the Contract Authority and the Customer have a contractual relationship with the Contractor under the relevant Engagement. The relevant Candidate will be deemed to be an employee of the Contractor for the purposes of the CUA. The Customer shall not incur any additional fees where a sub-contracting arrangement has been utilised by the Contractor.

4.3 Contract Management

4.3.1 Contractor's Representative and Support Hours

The Contractor must provide Account Manager(s) to assist Customers with establishing their account with the Contractor, responding to general queries, responding to Orders, providing Candidates and settling any disputes that may arise.

The Contractor's Account Manager(s) must be contactable during working hours from 0800 to 1700 (Western Standard Time), Monday to Friday (except public holidays) or as otherwise agreed between a Contractor and Customer. The Contractor must ensure that their Account Manager(s) is available to meet with the Customer upon request to discuss matters relating to potential, existing or past Engagements.

The Contractor must provide the Contract Authority with the contact details of the Account Manager(s) for inclusion in the CUATPS2019 Contractor Profiles document. Those details must include:

- Name / Title
- Email address
- Telephone number
- Street address

The Contractor shall advise the Contract Authority and their Customers within 5 Business Days of a change in Account Manager occurring.

4.3.2 Account Manager and Consultant Training

The Contractor must ensure the Account Manager(s) and other consultants working with Customers complete training which must include at a minimum:

- a). information about their obligations under the CUA in relation to Confidential Information, the Public Sector Code of Ethics and the relevant Customer's Code of Conduct,
- b). occupational health and safety, and
- c). equal employment opportunity training.

The Contractor must have processes in place to ensure that their Account Manager(s) and consultants are provided with refresher training at appropriate intervals during the Term.

4.3.3 Placing an Order

The Customer and the Contractor will use the Service Request Form to document the Order. A pro forma version on the Service Request Form is set out in Schedule 5 (Service Request Form). The Contractor must encourage Customers to use the Service Request Form when seeking potential Candidates.

The Service Request Form will be completed by both the Customer and the Contractor prior to placing an Order at the commencement of each Engagement. The Service Request Form will also be used to document each Engagement Extension.

The Contractor must:

- a). acknowledge receipt of a Service Request Form within 24 hours of receipt of the form from a Customer, and
- b). provide the Customer the completed Part B of the Service Request Form, together with each Candidate's curriculum vitae and any additional information about the Candidate requested by the Customer within one (1) to four (4) Business Days, unless otherwise agreed with the Customer.

If the Contractor is unable to offer a suitable Candidate to the Customer within the required timeframe, the Contractor must notify the Customer prior to expiry of the response timeframe.

If requested by the Customer, the Contractor will provide data and/or advice on applicable Pay Charge rates, and the Contractor's On Costs and Gross Margin to assist with the Customer's value for money assessment of each potential Candidate.

4.3.4 Online Ordering

If the Contractor has systems available to facilitate internet based online ordering, the Contractor may offer online ordering to CUA Customers provided that:

- a). the Customer agrees to place Orders using the Contractor's online system
- b). the online ordering process incorporates all of the information requirements contained in the Service Request Form, and
- c). the system is user friendly, readily accessible, reliable and secure.

4.3.5 Internet Security

The Contractor is required to maintain adequate Information Technology (IT) system security. Adequate security includes addressing the following factors:

- a). **Data Integrity** – Security measures designed to ensure that data transmitted or stored electronically is neither accidentally nor deliberately altered, defaced nor lost.
- b). **Confidentiality** – Security measures designed to ensure that data and related information is only disclosed to authorised persons or entities.
- c). **Authentication** – Security measures designed to establish the validity of a transmission, message or originator, or a means of verifying a recipient's eligibility to receive specific categories of information.
- d). **Availability of Service** – The characteristic of data, information and systems being accessible and usable on a timely basis in the required manner.

The Contractor shall ensure that it implements technology and management control mechanisms including, but not be limited to:

- anti-virus software
- firewalls
- back-ups
- encryption / SSL
- password controls
- business continuity plans
- electronic IDs
- change controls.

4.3.6 Timesheets

The Contractor shall ensure that timesheets are maintained for each Candidate during an Engagement. Each timesheet shall record the following information as a minimum requirement:

- Customer name and Customer contact details

- Candidate's name and position / role title
- Hourly Rate and penalty rates / allowances (if applicable)
- Standard hours worked
- Overtime hours (if applicable)
- Timesheet period
- Timesheet approver's comments (if any) and signature or other reference for approval of the hours worked.
- Notation of whether any accidents, incidents or injury occurred during the timesheet period (to be signed by both the Candidate and the timesheet approver).
- Other details as agreed by the Contractor and Customer.

The Contractor shall submit each timesheet to the Customer for approval using the method and at the times agreed by the Contractor and the Customer. Timesheets may be electronic or paper based. If the Contractor uses an internet based online timesheet system, that system must be user friendly, readily accessible, reliable and secure.

4.3.7 Customer Contract Management

The Contractor must respond to any concerns raised by the Customer or the Contract Authority during the Engagement in a timely manner. The Contractor must work with the Customer and Contract Authority (as applicable) to ensure a sound resolution of the relevant issue(s), including without limitation the provision of a new Candidate if the existing Candidate is failing to meet the requirements of the Customer.

4.3.8 Customer Contract Termination

The Customer or the Candidate may terminate an Engagement at any time with a minimum of a half working days' notice (3.75 hours), or such other minimum notice period as agreed by the Customer and the Contractor. No reason for termination is required to be given.

In the event of a breach of the relevant Customer Contract by the Contractor and/or the Candidate, the Customer may terminate the Engagement without notice.

4.4 Invoicing and Payments

4.4.1 Invoicing

The Contractor must maintain sound accounting systems and processes to ensure that:

- a). invoices are consistently accurate and issued in a timely manner
- b). invoice payment terms are consistent with the General Conditions
- c). sufficient information is contained in each invoice to allow the Customer to match the invoice to the Order, the relevant Candidate and the work completed

- d). a copy of the Candidate's timesheet for the relevant invoice period is attached to the invoice, and
- e). invoices are issued at the frequency agreed between the Customer and the Contractor.

The Contractor must respond to the invoicing queries from the Customer within two (2) Business Days.

4.4.2 Recipient Created Tax Invoices

If the Contractor's accounting and payments system is capable of accepting Recipient Created Tax Invoices (RCTIs), the Contractor agrees to make Customers aware that this option is available to them.

If the Customer requests that the relevant Contractor accepts RCTIs, the Contractor agrees to work with the Customer to facilitate the use of RCTIs in relation to Engagements entered into between the Customer and the Contractor.

4.4.3 Payments by Purchasing Card

The use of credit cards/purchasing cards by agencies is actively promoted as a payment method. If the Customer requests the ability to make payments using the Western Australian Government Purchasing Card (P-Card) and the Contractor accepts payment by credit card, the Contractor must accept payment without charging any additional fees.

4.5 Reporting

The Contractor must maintain records relating to their Candidates, each Engagement and related matters in sufficient detail to permit them to meet the reporting requirements of the Contract Authority and/or the relevant Customer as outlined below.

The Contract Authority may revise the reporting requirements for any of the reports described below during the Term of the Head Agreement in consultation with the Contractor.

4.5.1 Sales Reports

The Contractor must provide the Contract Authority with a sales report within 30 days of the end of each calendar quarter (i.e. March, June, September and December). Each sales report must report all invoices issued in connection with all Engagements that were entered into or were continuing during the relevant reporting quarter.

The format and contents of each sales report must comply with the requirements set out in Schedule 17 (Sales Reporting Requirements) of this Request.

4.5.2 Service Delivery Reports

The Contractor must provide the Contract Authority with a bi-annual service delivery report by 30 April and 30 October each year. The service delivery reports will be used by the Contract Authority to monitor compliance with service standards such as time to respond to Customer enquiries, time to provide potential Candidates, number of unsuitable Candidates.

The format and contents of the service delivery report must comply with the requirements set out in Schedule 18 (Service Delivery Reporting Requirements) of this Request.

4.5.3 Employment Legislation Compliance Reports

The Contractor must provide the Contract Authority with an annual compliance report by 30 July each year. The compliance report will be used by the Contract Authority to monitor compliance by the Contractor with relevant employment related legislation.

The format and contents of each compliance report must comply with the requirements set out in Schedule 19 (Employment Legislation Compliance Reporting Requirements) of this Request.

4.5.4 Workforce Reporting

The Contractor must provide the Contract Authority with an Annual Workforce Report and Final Workforce Report as detailed in section 18 of the Head Agreement Details in Part A of this Request. The format and contents of the Annual Workforce Report and Final Workforce Report must comply with the requirements set out in Appendix 1 (Workforce Report Template) of this Request.

4.5.5 Ad Hoc Reporting

At any time, the Contract Authority or the Customer may request the Contractor to provide ad hoc reporting relating to the Engagements entered into by the Contractor. The format and frequency of these reports is at the discretion of the Contract Authority or the Customer (as applicable) and must be provided by the Contractor at no cost.

4.5.6 Savings Methodology

On an annual basis or as otherwise requested by the Contract Authority, the Contractor will review and update their Corporate Gross Margin (as described in Schedule 3 (Pricing), clause 3.2) and provide information explaining the methodology used to calculate their Corporate Gross Margin.

4.6 Key Performance Indicators (KPIs)

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

<i>KPI 1: Customer satisfaction</i>	
Standard:	Overall customer satisfaction with the CUA must not be less than 85%.
Frequency:	Annually or otherwise at the discretion of the Contract Authority
Testing Method & Consequence:	A customer satisfaction survey will be conducted to measure overall customer satisfaction. The survey will be conducted at the request of the Contract Authority. If an overall satisfaction rating of less than 85% is recorded, the Contract Authority will determine the appropriate contract management strategy to address customer concerns.

<i>KPI 2: Candidates placed</i>	
Standard:	Each Contractor will be required to place candidates each quarter.
Frequency:	Quarterly
Testing Method & Consequence:	The quarterly sales reports will be used to test this KPI. If the Contractor is requested to provide candidates and fails to place any candidates for two successive quarters, it may be considered a breach of the Contractor's obligations under the General Conditions.

<i>KPI 3: Sales report submitted on time</i>	
Standard:	Each Contractor will be required to submit a sales report to PDW (sales.reports@finance.wa.gov.au) within 30 days of the end of the relevant quarter, or by such other timeframe agreed to by the contract manager prior to the due date.
Frequency:	Quarterly
Testing Method & Consequence:	If a Contractor submits more than one sales report after the due date in a 12 month period, it may be considered a breach of the Contractor's obligations under the General Conditions.

<i>KPI 4: Sales report format correct</i>	
Standard:	Each Contractor must submit a sales report to PDW in the format required by the CUATPS2019 sales reporting requirements which will be provided to the contractors prior to the commencement of CUATPS2019.
Frequency:	Quarterly
Testing Method & Consequence:	If a Contractor submits more than one sales report in an incorrect format in a 12 month period, it may be considered a breach of the Contractor's obligations under the General Conditions.

PART B – CONTENT REQUIREMENT AND RESPONDENT'S OFFER

PART B SHOULD BE COMPLETED BY THE RESPONDENT AND RETURNED TO THE CONTRACT AUTHORITY OR CUSTOMER (REFER 'SUBMISSION OF OFFER' REQUIREMENTS OF CLAUSE 2.1 IN THE REQUEST CONDITIONS).

1. NOTE TO RESPONDENT

In preparing its Offer, the Respondent must:

- a). address each requirement in the form set out in this Part B;
- b). take into account the Head Agreement and Customer Contract requirements, as explained in the Head Agreement and Customer Contract Details. The Respondent must read these in conjunction with the General Conditions;
- c). in respect of the Qualitative Requirements in Section 5 in this Part B, provide full details of any claims, statements or examples;
- d). assume that the Contract Authority or Customer has no knowledge of the Respondent, its activities, experience or any previous work undertaken by the Respondent for the Contract Authority, Customer or any other Public Authority; and
- e). nominate any Offer Information that the Respondent wishes to expressly and reasonably nominate as confidential for the purposes of the Request Conditions.

2. IDENTITY OF RESPONDENT

The Respondent must provide the following details:

Please provide the following details in the 'CUATPS2019 – Electronic Response Schedule' in Microsoft Excel file format in the 'Identity of Respondent' worksheet.

RESPONDENT TO COMPLETE:

- (a) Name of Legal Entity:
- (b) ACN (if a company):
- (c) Registered address of Company or address of principal place of business if no registered address:
- (d) Business Name:
- (e) ABN:
- (f) Contact Person:
- (g) Contact Person Position Title:
- (h) Email:
- (i) Telephone:
- (j) Address and email for service of contractual notices:

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

3. PRE-QUALIFICATION REQUIREMENTS

There are no pre-qualification requirements in 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

<p>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:</p> <p>(A) the clause(s) of the Head Agreement Details it will not comply with;</p> <p>(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</p> <p>(C) the reason for non-compliance.</p> <p>RESPONDENT TO COMPLETE:</p> <p><i>Please provide the response in the 'CUATPS2019 – Electronic Response Schedule' in Microsoft Excel file format in the 'Compliance and Disclosure' worksheet.</i></p> <p>Does the Respondent agree to the Head Agreement Details?</p>	
Yes <input type="checkbox"/>	No <input type="checkbox"/>
If no, provide details:	

(ii). Customer Contract

<p>The Respondent must confirm whether it will comply with the Customer Contract (excluding the General Conditions and Schedules). If the Respondent will not comply with any clause of the Customer Contract, the Respondent must set out:</p> <p>(A) the clause it will not comply with;</p> <p>(B) the extent of non-compliance – including the alternative clause, if any, or a description of any changes it requires to the Customer Contract; and</p> <p>(C) the reason for non-compliance.</p> <p>RESPONDENT TO COMPLETE:</p> <p><i>Please provide the response in the 'CUATPS2019 – Electronic Response Schedule' in Microsoft Excel file format in the 'Compliance and Disclosure' worksheet.</i></p> <p>Does the Respondent agree to the Customer Contract?</p>	
Yes <input type="checkbox"/>	No <input type="checkbox"/>
If no, provide details:	

(iii). General Conditions / Schedules

<p>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:</p> <p>(A) the General Condition / Schedules it will not comply with;</p> <p>(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</p> <p>(C) the reason for non-compliance.</p> <p>RESPONDENT TO COMPLETE:</p> <p><i>Please provide the response in the 'CUATPS2019 – Electronic Response Schedule' in Microsoft Excel file format in the 'Compliance and Disclosure' worksheet.</i></p> <p>Does the Respondent agree to the General Conditions/Schedules?</p>	
Yes <input type="checkbox"/>	No <input type="checkbox"/>
If no, provide details:	

b). DISCLOSURES**(i) Participants (including subcontractors)**

<p>RESPONDENT TO COMPLETE:</p> <p><i>Please provide the response in the 'CUATPS2019 – Electronic Response Schedule' in Microsoft Excel file format in the 'Compliance and Disclosure' worksheet.</i></p> <p>Is the Respondent acting as an agent or trustee for another person or persons?</p>	
Yes <input type="checkbox"/>	No <input type="checkbox"/>
If yes, provide details:	
<p>AND</p> <p><i>Please provide the response in the 'CUATPS2019 – Electronic Response Schedule' in Microsoft Excel file format in the 'Compliance and Disclosure' worksheet.</i></p> <p>Is the Respondent acting jointly or in association with another person or persons?</p>	
Yes <input type="checkbox"/>	No <input type="checkbox"/>
If yes, provide details:	
<p>AND</p> <p><i>Please provide the response in the 'CUATPS2019 – Electronic Response Schedule' in Microsoft Excel file format in the 'Compliance and Disclosure' worksheet.</i></p> <p>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?</p>	
Yes <input type="checkbox"/>	No <input type="checkbox"/>
If yes, provide details:	

(ii) Criminal Convictions

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

RESPONDENT TO COMPLETE:

Please provide the response in the 'CUATPS2019 – Electronic Response Schedule' in Microsoft Excel file format in the 'Compliance and Disclosure' worksheet.

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

Yes

No

If yes, provide details:

(iii) Conflict of Interest

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

RESPONDENT TO COMPLETE:

Please provide the response in the 'CUATPS2019 – Electronic Response Schedule' in Microsoft Excel file format in the 'Compliance and Disclosure' worksheet.

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

Yes

No

If yes, the reasons why:

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

RESPONDENT TO COMPLETE:	
<i>Please provide the response in the 'CUATPS2019 – Electronic Response Schedule' in Microsoft Excel file format in the 'Compliance and Disclosure' worksheet.</i>	
Respondent is required to disclose whether it is a:	
(A) small business that employs less than twenty (20) people; and/or	
Yes <input type="checkbox"/>	No <input type="checkbox"/>
(B) registered Australian Disability Enterprise (ADE) – registered means to be listed as an approved ADE on the Australian Disability Enterprises website at: http://buyability.org.au/directory/ ; and/or	
Yes <input type="checkbox"/>	No <input type="checkbox"/>
(C) registered Aboriginal business – the business is to be registered on the Aboriginal Business Directory WA at: http://www.abdwa.com.au/ and/or on Supply Nation's Indigenous Business Direct at http://supplynation.org.au/ .	
Yes <input type="checkbox"/>	No <input type="checkbox"/>
If Yes, registered on:	
<input type="checkbox"/> Aboriginal Business Directory WA	
<input type="checkbox"/> Supply Nation's Indigenous Business Direct	
<input type="checkbox"/> Both	
The Respondent should note that its response to this Compliance and Disclosure Requirement:	
(A) will be used by the Department of Finance for statistical purposes only; and	
(B) will not be used by the Customer in its evaluation of the Offer.	

(v) Credit Card/Purchasing Card Payment**RESPONDENT TO COMPLETE:**

Please provide the response in the 'CUATPS2019 – Electronic Response Schedule' in Microsoft Excel file format in the 'Compliance and Disclosure' worksheet.

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?

Yes

No

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

(vi) Competitive Neutrality

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

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

http://www.treasury.wa.gov.au/uploadedFiles/Treasury/Publications/costing_and_pricing_guidelines_june2015.pdf

- (B) be certified by the chief executive officer of the Respondent; and

- (C) be verified by an independent expert, if required by the Customer.

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

RESPONDENT TO COMPLETE:

Please provide the response in the 'CUATPS2019 – Electronic Response Schedule' in Microsoft Excel file format in the 'Compliance and Disclosure' worksheet.

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

Yes

No

N/A

If no, the reasons why:

(vii) Employment Agents Licence

All individuals, partnerships or bodies corporate (companies and other incorporated bodies) who carry on business as employment agents must be licensed under the *Employment Agents Act 1976* (the Act). This includes traditional employment agencies and employment brokers, plus booking agencies, babysitting agencies, housesitting agencies, and cleaning agencies. You are considered to be 'carrying on business' as an employment agent if:

- (A). you receive payment for helping people find employment or for finding employees for other people or businesses (whether you do this fulltime, part-time or just occasionally); or
- (B). whether or not for reward, you place people in jobs and receive from the employer an 'entrance fee', periodical contribution or any other charge for your services.

RESPONDENT TO COMPLETE:

Please provide the response in the 'CUATPS2019 – Electronic Response Schedule' in Microsoft Excel file format in the 'Compliance and Disclosure' worksheet.

Is the Respondent licensed as per the above requirements?

Yes

No

If no, provide details:

(viii) Employment Legislation and Proceedings

The Respondent is required to comply with all State and Commonwealth laws relevant to the Head Agreement and Customer Contracts, including but not limited to employment law, superannuation and pay-roll tax legislation. The Respondent is required to provide evidence of compliance with employment law, superannuation and pay-roll tax legislation.

RESPONDENT TO COMPLETE:

Please provide the response in the 'CUATPS2019 – Electronic Response Schedule' in Microsoft Excel file format in the 'Compliance and Disclosure' worksheet.

- (A). By reference to the 12 months to 17 May 2019, is the Respondent aware of any failure to comply with its payment obligations under the *Superannuation Guarantee (Administration) Act 1992* (Cth) and/or the *Pay-roll Tax Assessment Act 2002* (WA), or equivalent legislation in another State or Territory?

Yes

No

If yes, provide details:

RESPONDENT TO COMPLETE:

Please provide the response in the 'CUATPS2019 – Electronic Response Schedule' in Microsoft Excel file format in the 'Compliance and Disclosure' worksheet.

- (B). Is the Respondent the subject of an order by any court, tribunal, commission or board relating to a breach of employment or workplace

relations law, occupational safety and health law, or workers' compensation law with which the Respondent has not fully complied or is not fully complying?	
Yes <input type="checkbox"/>	No <input type="checkbox"/>
If yes, provide details:	

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

(A). Financial Information

<p>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.</p> <p>RESPONDENT TO COMPLETE:</p> <p><i>Please provide the response in the 'CUATPS2019 – Electronic Response Schedule' in Microsoft Excel file format in the 'Compliance and Disclosure' worksheet.</i></p> <p>Does the Respondent, or if a body corporate, any director or majority shareholder, consent to the Contract Authority making enquiries with the Western Australian Commissioner of State Revenue or his or her delegates as to the financial details of the Respondent, and to the Western Australian Commissioner of State Revenue or his or her delegates disclosing any tax information to the Contract Authority upon application and for the duration of any contract?</p>	
Yes <input type="checkbox"/>	No <input type="checkbox"/>

(B). Related Corporations

<p>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.</p> <p>RESPONDENT TO COMPLETE:</p> <p><i>Please provide the response in the 'CUATPS2019 – Electronic Response Schedule' in Microsoft Excel file format in the 'Compliance and Disclosure' worksheet.</i></p> <p>Has the Respondent, or if a body corporate any director or majority shareholder of the Respondent, been a director or majority shareholder of a corporation (other than a publicly listed corporation) which has gone into liquidation, receivership, external administration (or anything analogous to any of these) or any such corporation has entered into an arrangement whereby any Commonwealth or State taxes or charges are outstanding or have been written</p>	
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off either in whole or in part?	
Yes <input type="checkbox"/>	No <input type="checkbox"/>
<p>If yes:</p> <p>i. the Respondent must provide details;</p> <p>ii. the Respondent consents to the Contract Authority making enquiries of the Western Australian Commissioner of State Revenue or his or her delegates, and to the Western Australian Commissioner of State Revenue or his or her delegates disclosing any tax information; and</p> <p>iii. the Respondent, if requested by the Contract Authority, must obtain the written consent of any such director or majority shareholder to the making of any such enquiries and obtaining information. Failure to provide any such consent may in the Contract Authority's absolute discretion result in the Respondent's Offer being excluded from further consideration.</p>	

(C). Number of Employees

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

RESPONDENT TO COMPLETE:

Please provide the response in the 'CUATPS2019 – Electronic Response Schedule' in Microsoft Excel file format in the 'Compliance and Disclosure' worksheet.

How many employees does the respondent employ? _____

What percentage of these employees are:

i. Full time: ____% ii. Part time: ____% iii. Casual: : ____%

(x) Independent Evidence of Financial Solvency

If the Respondent is selected as a preferred Respondent by the Contract Authority, the Respondent is required to provide independent evidence of financial solvency. The independent evidence of financial solvency can be a credit risk report from an independent provider in the last 6 months which clearly indicates the credit risk of engaging with a supplier.

For example:

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

"We act as accountant/s for Company X. We have reviewed the company's accounts for the period <period must be for the most recent

financial year or within last 6 months> and confirm the company is financially solvent and able to pay its debts as and when they become due and payable.” (To be signed with Contact Name and Position Title.)

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

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

RESPONDENT TO COMPLETE:

Please provide the response in the ‘CUATPS2019 – Electronic Response Schedule’ in Microsoft Excel file format in the ‘Compliance and Disclosure’ worksheet.

Does the Respondent agree to provide independent evidence of financial solvency if they are selected as a preferred Respondent?

Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
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Please attach independent evidence with the response.

If no, provide details:

(xi) Contractor Profile

The Respondent is required to complete a Contractor Profile following the formatting requirements and using the template in Schedule 16 (Contractor Profile).

RESPONDENT TO COMPLETE:

Please provide the response in the ‘CUATPS2019 – Electronic Response Schedule’ in Microsoft Excel file format in the ‘Compliance and Disclosure’ worksheet.

Has the Respondent completed their Contractor Profile in accordance with Schedule 16?

Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
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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 Qualitative Requirements are not weighted equally. Refer to the % weighting (xx% weighting) for each Requirement listed below.

5.1 ORGANISATIONAL CAPACITY (30% WEIGHTING)

The Respondent must demonstrate that they are capable of performing the service categories nominated by the Respondent under this CUA. The Respondent must address the following:

a). **Organisational Structure**

- (i). Provide an overview of the organisation's business including ownership details, the time in business, business locations and the relationship between the Respondent and any parent, subsidiaries or related companies.
- (ii). Identify key staff who will support the contract, including their skills, qualifications or relevant certifications, industry experience and current role in the organisation.
- (iii). Provide details of the organisation's Annual turnover in \$AUD both in Australia and Western Australia.

b). **Quality System Standards**

- (i). Provide information in relation to the organisation's existing quality system standards whether internal to the organisation or internationally recognised accreditations.

c). **Staff Training and Professional Development**

- (i). Describe the training program that the organisation will put in place to ensure that:
 - (A). CUA Customers are correctly identified at the time of ordering,
 - (B). the organisation's staff are fully trained and conversant with the CUA rates, services offered and contract terms and conditions.
- (ii). Identify staff training programs, such as the organisation's induction process for new personnel.
- (iii). Identify staff professional development opportunities to continuously improve skills and knowledge.

- d). **Methodology and Approach for Sourcing Candidates**
- (i). Describe the organisation's approach for sourcing quality candidates (e.g. recruitment and selection) and sourcing properly qualified candidates (verification of work permits and qualifications).
 - (ii). Describe the process that the organisation uses for matching candidates with assignments.
 - (iii). Provide the number and type of candidates on the organisation's books who have actively worked in the last six (6) months.
- e). **Methodology and Approach for Fulfilling Duty of Care Obligations**
- (i). Outline the organisation's methodology and approach towards fulfilling your duty of care obligations with respect to:
 - (A). occupational health and safety obligations and processes
 - (B). induction training for candidates
 - (C). managing workers' compensation risks and issues, and
 - (D). maintaining mandatory competencies and/or professional development when required for candidates.
- f). **Awards and Legislative Requirements**
- (i). Demonstrate the methodology and processes used by the organisation to ensure compliance with industrial awards/agreements and legislative requirements applicable to temporary personnel engagements in the Public Sector.
- g). **Professional Affiliations**
- (i). Identify whether the organisation is affiliated to or is a member of a professional body such as the Recruitment and Consulting Services Association (RCSA) or an equivalent industry body.
- h). **Reporting Capabilities**
- (i). Demonstrate the organisation's reporting capabilities in order to achieve the reporting obligations set out in this Request.
 - (ii). Describe the strategies that the organisation will use to measure the Key Performance Indicators listed in this Request. Provide a response as to whether the organisation will be able to meet the target / standard for achieving these requirements.
- i). **Subcontractors**
- (i). Provide details of the companies that the Respondent has entered or intends to enter alliances with (if any) to supply Candidates for the CUA.
 - (ii). Describe the services (if any) to be performed by any subcontractors.

j). **Implementation of the CUA**

- (i). Specify how much time the organisation will require for implementation after award of the CUA.
- (ii). Detail any changes that will be required to the organisation's operations in order to effectively commence services under the CUA.

RESPONDENT TO COMPLETE:

The Respondent must provide their response to this Qualitative Requirement in an attachment labelled '5.1 Organisation Capacity'.

5.2 DEMONSTRATED EXPERIENCE (30% WEIGHTING)

The Respondent must complete this Qualitative Requirement for each category for which they are submitting an Offer. The assessment of this Qualitative Requirement will be undertaken individually for each category selected and the specific weighting applied.

Category	Tick 'Yes' or 'No'
Clerical and Administrative	<input type="checkbox"/> YES <input type="checkbox"/> NO
Technical and Trades	<input type="checkbox"/> YES <input type="checkbox"/> NO
Professional	<input type="checkbox"/> YES <input type="checkbox"/> NO
Information Communication and Technology	<input type="checkbox"/> YES <input type="checkbox"/> NO

The Respondent must demonstrate that they have the necessary experience to perform the required services. Please address the following:

a). **Experience Delivering Services of a Similar Size and Nature**

- (i). Provide details of:
 - (A). The Respondent's major clients relevant to the requirements.
 - (B). The types of services provided by the Respondent.
 - (C). How the Respondent has supported the clients.
 - (D). Examples of issues that arose during these contracts and how those issues were managed.
- (ii). Demonstrate the Respondent's ability to offer Candidates across a broad range of roles within the category(s) for which it is submitting an Offer.

b). Referees

- (i). Provide two referees in respect of the experience detailed above with the following details:
- Referee's name and position
 - Company/organisation name
 - Contact telephone number and email
 - Category of temporary personnel supplied

c). Contractor Profile

- (i). Complete a Contractor Profile using the template in Schedule 16 (Contractor Profile).

RESPONDENT TO COMPLETE:

The Respondent must provide their response to this Qualitative Requirement in an attachment labelled '5.2 Demonstrated Experience'.

5.3 CUSTOMER SERVICE PROVIDED (30% WEIGHTING)

The Respondent must provide details on the level of customer service that it will provide to Customers by addressing the following:

a). Customer Service Procedures

- (i). Describe the procedures that the Respondent has in place to ensure a high level of customer service and satisfaction, including managing queries, escalation processes for dealing with customer complaints and the turnaround time for responding to queries.

b). Payment and Invoicing

- (i). Demonstrate the Respondent's ability to handle the volume of administrative, accounting and billing operations associated with the placement of temporary personnel. Information to include, but be limited to:
- (A). Timesheet procedures.
 - (B). How the Respondent will manage the volume of invoices and different payment methods.
 - (C). How will you provide consolidated invoices (if requested by a Customer).

c). Value Added Services

- (i). Please indicate any value added services that the organisation is prepared to offer and provide details of those services. Information to include, but not be limited to:
- (A). Online ordering solutions you currently provide.

- (B). Capacity to process Recipient Created Tax Invoices.
- (C). In-house training programs.
- (D). Worksite safety initiatives.

RESPONDENT TO COMPLETE:

The Respondent must provide their response to this Qualitative Requirement in an attachment labelled '5.3 Customer Service Provided'.

5.4 SUSTAINABILITY AND DIVERSITY CONSIDERATIONS (10% WEIGHTING)

The Respondent is required to provide details of the organisation's environmental policies, sustainability practices and processes, and diversity strategies.

a). Environmental and Sustainability

- (i). Provide information in relation to the organisation's Environmental Management Systems (EMS), e.g. ISO 14001 or equivalent.
- (ii). Describe sustainability initiatives including, but not limited to:
 - (A). Strategies adopted to monitor energy usage and reduce carbon emissions.
 - (B). Waste reduction and recycling practices.

b). Diversity

- (i). Provide evidence that the organisation adopts sustainable employment practices, actively applies Equal Employment Opportunity (EEO) principles and provides appropriate EEO training to staff.
- (ii). Describe the organisation's strategies or policies applicable to supporting:
 - (A). Indigenous organisations or employees, and
 - (B). Australian Disability Enterprises and people with disabilities.

RESPONDENT TO COMPLETE:

The Respondent must provide their response to this Qualitative Requirement in an attachment labelled '5.4 Sustainability and Diversity Considerations'.

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)?

- i. Public Liability Insurance of not less than \$20 million
- ii. Workers' Compensation Insurance of not less than \$50 million, including common law liability

(Yes / No)

If yes, the Respondent must provide their response in the 'CUATPS2019 – Electronic Response Schedule' in Microsoft Excel file format in the 'Insurance Details' worksheet. The Respondent must also provide a copy of the certificates of currency for both insurance policies in an attachment labelled '6 Insurance Certificates'. The information required to be completed in the 'Insurance Details' worksheet includes:

Insurer	ABN	Policy No.	Insured Amount	Expiry Date	Exclusions, if any
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OR

If no, does the Respondent confirm that prior to being awarded the Head Agreement, they will obtain the insurance policies specified before the Commencement Date?

(Yes / No)

If no, the Respondent must provide their reasons in the 'CUATPS2019 – Electronic Response Schedule' in Microsoft Excel file format in the 'Insurance Details' 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)?

- i. Public Liability Insurance of not less than \$20 million
- ii. Workers' Compensation Insurance of not less than \$50 million, including common law liability
- iii. Professional Indemnity Insurance of not less than \$5 million

(Yes / No)

If yes, the Respondent must provide their response in the 'CUATPS2019 – Electronic Response Schedule' in Microsoft Excel file format in the 'Insurance Details' worksheet. The Respondent must also provide a copy of the certificates of currency for all insurance policies in an attachment labelled '6 Insurance Certificates'. The information required to be completed in the 'Insurance Details' worksheet includes:

Insurer	ABN	Policy No.	Insured Amount	Expiry Date	Exclusions, if any
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OR

If no, does the Respondent confirm that prior to being awarded the Head Agreement, they will obtain the insurance policies specified before the Commencement Date?

(Yes / No)

If no, the Respondent must provide their reasons in the 'CUATPS2019 – Electronic Response Schedule' in Microsoft Excel file format in the 'Insurance Details' 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 described in this Schedule 3. 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 Respondent must provide their pricing in the 'CUATPS2019 – Electronic Response Schedule' in Microsoft Excel file format in the 'Pricing – Category A', 'Pricing – Category B', 'Pricing – Category C' or 'Pricing – Category D' worksheet (as applicable).

1. OFFERED PRICE AND PRICE SCHEDULE

- a). The Respondent must include in the Offer this completed Schedule 3 (Pricing), which for the purposes of the Request is to be completed in the 'CUATPS2019 Electronic Response Schedule'.
- b). The Respondent must state the basis of its Offered Price in Australian Dollars.
- c). 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.

2. CATEGORIES TENDERED

The Respondent may submit an Offer for one or more category(s). However, the Respondent **must** clearly indicate the category(s) for which they are submitting an Offer in their Response, using the format prescribed in the 'CUATPS2019 – Electronic Response Schedule' in the 'Pricing – Category A', 'Pricing – Category B', 'Pricing – Category C' or 'Pricing – Category D' worksheet (as applicable).

The Respondent should be capable of supplying Candidates across a broad range of roles within the category(s) for which they are tendering.

3. PRICING REQUIREMENTS

For the purposes of this Request, the Respondent should quote their Offer Pricing *exclusive of GST* in the 'CUATPS2019 – Electronic Response Schedule' in the 'Pricing – Category A', 'Pricing – Category B', 'Pricing – Category C' or 'Pricing – Category D' worksheet (as applicable).

3.1 Hourly Rate

An Hourly Rate shall be payable by the Customer to the Contractor under each Engagement. The Hourly Rate is made up of the following components:

Hourly Rate = Pay Charge + Superannuation + Payroll Tax + On-Costs + Gross Margin + GST

The table below describes how each of the components of the Hourly Rate is calculated:

Hourly Rate Component	Description & Current CUA Rate
<p>Pay Charge <i>Payable to the Contractor for on-payment to the Candidate</i></p>	<p>The Pay Charge will be negotiated by the Contractor and Customer by reference to (i) the applicable industrial award/agreement rate, or the industry/market rate when an industrial award does not apply, and (ii) the Candidate's qualifications and experience. The Customer will assess the Value for Money of the Pay Charge each time a Candidate is offered.</p>
<p>Superannuation (Statutory On-Cost) <i>Payable to the Contractor for on-payment to the Candidate's superannuation fund</i></p>	<p>Superannuation is payable in accordance with the <i>Superannuation Guarantee (Administration) Act 1992</i> (Cth). The current legislated contribution rate is 9.5%.</p> <p>Superannuation will be calculated as a percentage of the Pay Charge.</p>
<p>Payroll Tax (Statutory On-Cost) <i>Payable to the Contractor for on-payment to the Office of State Revenue</i></p>	<p>Payroll Tax is payable in accordance with the <i>Pay-roll Tax Assessment Act 2002</i> (WA). The current legislated rate is 5.5% - 6.5% by reference to the Contractor's taxable wages bill.</p> <p>Payroll Tax will be calculated as a percentage of the Pay Charge plus Superannuation.</p>
<p>Contractor On-Costs <i>Payable to the Contractor</i></p>	<p>Contractor On-Costs are set for the life of the CUA.</p> <p>The Contractor On-Costs are intended to cover costs associated with workers' compensation insurance and other insurances.</p> <p>The Contractor On Costs will be calculated as a percentage of the Pay Charge.</p>
<p>Gross Margin <i>Payable to the Contractor</i></p>	<p>The Gross Margin is also set for the first twelve months of the CUA and will then be subject to change in accordance with the clause 3.5.1 below.</p> <p>The Gross Margin covers all other Contractor costs (including but not limited to management costs, operations costs, electricity and water charges) and the Contractor's net profit.</p> <p>The Gross Margin is a fixed currency value set by reference to Engagement duration and CUA category.</p> <p>Respondents are asked to submit their Gross Margin for (i) Engagements up to six months, (ii) Engagements of longer than 6 months, and (iii) their discounted Gross Margin for Candidates referred to them by the Customer (Payroll Only Candidates).</p> <p>Where an Engagement has an estimated duration of greater than 6 months, the Contractor may apply their greater than 6 month Gross Margin rate from the beginning of the relevant Engagement at their discretion.</p>
<p>GST <i>Payable to the Contractor for on-payment to the Australian Taxation Office</i></p>	<p>GST is payable in accordance with the <i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cth). The current legislated rate is 10%.</p> <p>GST is calculated by reference to the Hourly Rate.</p>

The table below sets out a worked example of the Hourly Rate calculation:

	Hourly Rate Component	Input Value / Rate	Hourly Rate Calculation
A	Pay Charge	\$30	A \$30
B	Superannuation	9.5%	A x B \$30 x 9.25% = \$2.85
C	Payroll Tax	5.5%	(A + B) x C (\$30 + \$2.85) x 5.5% = \$1.81
D	Contractor On-Costs	3.5%	A x D \$30 x 3.5% = \$1.05
E	Gross Margin	\$2.80	E \$2.80
F	Hourly Rate (GST Exclusive)	\$38.51	A + B + C + D + E = F \$30 + \$2.85 + \$1.81 + \$1.05 + \$2.80 = \$38.51
G	GST	10%	F x 10% \$38.51 x 10%
H	Hourly Rate (GST Inclusive)	\$42.36	F + G = H \$38.51 + \$3.85 = \$42.36

3.2 Corporate Gross Margin

Respondents are asked to provide a Corporate Gross Margin for each Category, together with a detailed explanation of how that rate has been calculated. The Corporate Gross Margin will be calculated as a percentage of the underlying Pay Charge for each Engagement.

The Corporate Gross Margin rate is a notional rate calculated by reference to margin rates charged by the Respondent for non-CUA temporary personnel engagements. The Corporate Gross Margin rates will be used by the Contract Authority to monitor savings achieved by CUATPS2019. Each successful Respondent will be required to review and update both their Corporate Gross Margin Rates and the underlying methodology on an annual basis.

3.3 Engagement Duration

A reference to engagement duration in days is measured in calendar days, duration in months is a reference to calendar months and duration in years is a reference to calendar years.

3.4 Spotter's Fee

Respondents may charge a one-off fee if one of their Candidate's is employed directly by a Customer as a result of having worked under an Engagement with the Customer unless:

- a). the Candidate was employed by the Customer after applying for an advertised vacancy that was filled following a Merit Based Selection Process, or
- b). the Candidate worked under an Engagement with Customer for a period of 6 months or more before being employed by the Customer.

For the purposes of paragraph (b) above, the Candidate must have worked either under a single Engagement with a total duration of 6 months or more, or a series of related Engagements in the same position or role where the break between the related Engagements is less than one week.

3.5 Price Variations

3.5.1 Gross Margin

In this clause:

- **CPI** means the Consumer Price Index, Australia (Cat. No. 6401.0 All Groups Perth).
 - **Price Variation Date** means the date specified by the Contract Authority as the date on which the Contractor's new Gross Margin rates come in to effect following a successful Price Variation Request.
 - **Price Variation Period** means the one year period commencing 21 calendar days prior to the next Review Date.
 - **Price Variation Request** means a written request from a Contractor to the Contract Authority requesting a variation of the Contractor's Gross Margin rates in accordance with the process described below.
 - **Review Date** means each anniversary of the Commencement Date of the CUA.
 - **Variation Rate** means the percentage rate determined by calculating the difference between the CPI that was current 21 calendar days prior to the Review Date occurring during the current Price Variation Period and the CPI current 21 calendar days prior to the Review Date occurring during the previous Price Variation Period.
- a). **Price Variation Frequency**

Each successful Respondent's Gross Margin rates will be fixed for the first 12 months of the Term, following which the Gross Margin rates may be varied as described below.

The Contractor is limited to one successful Price Variation Request during each Price Variation Period.

b). Price Variation Request

Any time during the period commencing 21 calendar days prior to each Review Date and continuing until the start of the next Price Variation Period, a Contractor may submit a Price Variation Request to the Contract Authority.

The Contractor's Gross Margin rates will then be adjusted by applying the Variation Rate. The new Gross Margin rates will apply from the Price Variation Date specified by the Contract Authority.

c). Price Variations and Customer Contracts

As stated in Schedule 1 (Customer Contract Details), the Price is fixed for the Term. The Contractor is only entitled to charge an increased Gross Margin following a successful Price Variation Request if:

- (i). it has received written confirmation from the Contract Authority that the relevant Price Variation Request was successful
- (ii). the relevant Engagement is entered into on or after the Price Variation Date, or
- (iii). the Engagement is extended beyond the original estimated end date on or after the Price Variation Date.

If a Contractor submits a successful Price Variation Request, the Contractor shall notify their affected Customers before charging their Customer(s) the new Gross Margin rates. The Contractor cannot claim back-payment for the period from the Price Variation Date to the date on which the Contractor notified their current Customers of their new Gross Margin rates.

d). Price Reduction Request

The Contractor may request a reduction in their Gross Margin rates at any time.

3.5.2 Statutory On-Costs

If there are changes to the legislated rates of Superannuation, Payroll Tax or GST during the Term, the Contractor shall be entitled to charge Customers at the amended legislated rate following receipt of prior written approval from the Contract Authority.

3.5.3 Contractor On-Costs

In this clause:

- **On-Cost Variation Date** means the date specified by the Contract Authority as the date on which the new Contractor On-Costs rates apply following a successful On-Cost Variation Request
- **On-Cost Variation Request** means a written request from a Contractor to the Contract Authority requesting a variation to the Contractor's On-Costs rates in accordance with the process described below

If during the Term the Contractor incurs increased insurance costs, the Contractor may submit an On-Costs Variation Request to the Contract Authority together

with proposed new Contractor On-Costs rates. The On-Costs Variation Request must include supporting documentation that evidences the increase in costs to the satisfaction of the Contract Authority.

No On-Costs Variation Request will take effect until the Contract Authority has given written approval to the Contractor advising the Contractor of the On-Costs Variation Date and the new Contractor On-Costs rates.

a). **On-Costs Variations and Customer Contracts**

As stated in Schedule 1 (Customer Contract Details), the Price is fixed for the Term. The Contractor is only entitled to charge increased Contractor On-Costs following a successful On-Cost Variation Request if:

- (i). it has received written confirmation from the Contract Authority that the relevant On-Costs Variation Request was successful
- (ii). the relevant Engagement is entered into on or after the On-Cost Variation Date, or
- (iii). the Engagement is extended beyond the original estimated end date on or after the On-Cost Variation Date.

If a Contractor submits a successful On-Cost Variation Request, the Contractor shall notify their affected Customers before charging their Customer(s) the new Contractor On-Costs rates. The Contractor cannot claim back-payment for the period from the On-Cost Variation Date to the date on which the Contractor notified their current Customers of their new Contractor On-Costs rates.

b). **On-Cost Reduction Request**

The Contractor may request a reduction in their Contractor On-Costs rates at any time.

3.6 Schedule of Rates

3.6.1 Gross Margin

Gross Margin Rates – Categories A & B (\$ value excl. GST)					
	Engagement ≤ 6 months	Engagement > 6 months	% Discount Pay-roll Only Candidates		
Category A (Clerical & Administrative)	<i>The Respondent must provide their pricing in the 'CUATPS2019 – Electronic Response Schedule' in Microsoft Excel file format in the 'Pricing – Category A', 'Pricing – Category B', 'Pricing – Category C' or 'Pricing – Category D' worksheet (as applicable).</i>				
Category B (Technical & Trades)					
Gross Margin Rates – Categories C & D (\$ value excl. GST)					
	Engagement ≤ 6 months Pay Charge ≤ \$100	Engagement ≤ 6 months Pay Charge > \$100	Engagement > 6 months Pay Charge ≤ \$100	Engagement > 6 months Pay Charge > \$100	% Discount Pay- roll Only Candidates
Category C (Professional)	<i>The Respondent must provide their pricing in the 'CUATPS2019 – Electronic Response Schedule' in Microsoft Excel file format in the 'Pricing – Category A', 'Pricing – Category B', 'Pricing – Category C' or 'Pricing – Category D' worksheet (as applicable).</i>				
Category D (Information & Communication Technology)					

3.6.2 Corporate Gross Margin Rates

Corporate Gross Margin Rates (%)								
Category A (Clerical & Administrative)		Category B (Technical & Trades)		Category C (Professional)		Category D (Information & Communication Technology)		Corporate Gross Margin Methodology
Engagement <= 6 months	Engagement > 6 months	Engagement <= 6 months	Engagement > 6 months	Engagement <= 6 months	Engagement > 6 months	Engagement <= 6 months	Engagement > 6 months	
<p><i>The Respondent must provide their pricing in the ‘CUATPS2019 – Electronic Response Schedule’ in Microsoft Excel file format in the ‘Pricing – Category A’, ‘Pricing – Category B’, ‘Pricing – Category C’ or ‘Pricing – Category D’ worksheet (as applicable).</i></p>								

3.6.3 Contractor On-Costs

Contractor On-Costs				
	Category A (Clerical & Administrative)	Category B (Technical & Trades)	Category C (Professional)	Category D (Information & Communication Technology)
Workers' Compensation Insurance	<p>The Respondent must provide their pricing in the 'CUATPS2019 – Electronic Response Schedule' in Microsoft Excel file format in the 'Pricing – Category A', 'Pricing – Category B', 'Pricing – Category C' or 'Pricing – Category D' worksheet (as applicable).</p>			
Other Insurances				
Other Costs				
Total Contractor On-Costs				

3.6.4 Spotter's Fees

Spotter's Fees (\$ value excl. GST)				
	Category A (Clerical & Administrative)	Category B (Technical & Trades)	Category C (Professional)	Category D (Information & Communication Technology)
Engagement <= 2 months	<p>The Respondent must provide their pricing in the 'CUATPS2019 – Electronic Response Schedule' in Microsoft Excel file format in the 'Pricing – Category A', 'Pricing – Category B', 'Pricing – Category C' or 'Pricing – Category D' worksheet (as applicable).</p>			
Engagement >2 months up to 6 months				
% Discount for Payroll Only Candidates				

SCHEDULE 4 - NOT APPLICABLE

SCHEDULE 5 - SERVICE REQUEST FORM

The following is a pro forma sample Service Request Form outlining the content requirements of the form. The Contract Authority has the discretion to adjust the form and content of the Service Request Form from time to time as required.

CUATPS2019 SERVICE REQUEST FORM

Notes to Customers:	
Approvals:	<i>Please ensure that your procurement has been properly authorised before proceeding with a new engagement or an extension.</i>
Pricing:	<ul style="list-style-type: none"> • <i>See the TPS2019 Buyers Guide (Fee Structure) for an example of how Part B of this form should be completed.</i> • <i>Use the Online Calculator and Invoice Checker on Contracts WA to obtain an indicative Hourly Rate and estimated engagement cost. Please note that the Online Calculator prices are indicative and may differ slightly from those quoted by the TPS2019 Contractors.</i>
Outcome:	<i>Please inform all of the Contractors approached of the outcome.</i>

Step 1 Customer completes **PART A** and sends to the relevant Contractor(s).

Step 2 Contractor completes **PART B** and returns to the Customer by the date specified offering a choice of candidates that meet the Customer's requirements.

Step 3 Customer selects the best value for money Candidate(s) and confirms their availability, then the Customer completes **PART C** and returns it to the relevant Contractor.

PART A: REQUEST TO CONTRACTOR

This request is called under the Common Use Arrangement for Temporary Personnel Services (CUATPS2019). This Service Request Form is an Order document under a Customer Contract.

To: _____ <i>(TPS2019 Contractor)</i>	Att: _____ <i>(Contractor Contact)</i>
<input type="checkbox"/> New TPS2019 engagement Please supply details of candidates meeting the requirements below by : _____ <div style="display: flex; justify-content: space-around; width: 100%;"> <i>(Date)</i> <i>(Time)</i> </div>	
<input type="checkbox"/> Extending an existing TPS2019 engagement in the same role Candidate Name: _____ New Estimated Finish Date : _____ <div style="display: flex; justify-content: space-around; width: 100%;"> <i>(Name)</i> <i>(Date)</i> </div>	
All other terms are as stated in Part A of the original Service Request Form : <input type="checkbox"/> YES <input type="checkbox"/> NO <i>(If 'yes' only the Customer Details section of Part A in this form must be completed.)</i>	
Contractor to email completed Part B to: <input type="checkbox"/> Customer Contact Copied to: <input type="checkbox"/> Alternative Contact <i>(i.e. procurement or HR)</i>	
CUSTOMER DETAILS	
Buying Entity Details	Name: _____ Business Unit/Office: _____ ABN: _____
Customer Contact Details	Name: _____ Title: _____ Email: _____ Fax: _____ Phone: _____
Alternative Contact	Name: _____ Title: _____ Email: _____
Authorised by:	Name: _____ Title: _____
PAYMENT METHOD	
Payment by Government Purchasing Card:	<input type="checkbox"/> YES <input type="checkbox"/> NO <i>If payment is to be made by Government Purchasing Card (P-Card), the Department of Finance encourages the payment to be made as soon as practicable after receiving the invoice.</i>
Purchase Order Number (if applicable):	
Invoice to be sent by:	<input type="checkbox"/> EMAIL <input type="checkbox"/> MAIL
Billing Details:	Email to: _____ OR Mail to: _____

ROLE DESCRIPTION / JOB TITLE	
REQUIRED SKILLS, KNOWLEDGE, OR EXPERIENCE (<i>Attach further details if required.</i>)	
ADDITIONAL REQUIREMENTS	
FURTHER INFORMATION	
Number of Candidates required:	
TPS2019 Category:	[Click here to choose a Category]
Payroll Only Candidate: <i>(Candidate referred to the Contractor by the Customer)</i>	<input type="checkbox"/> YES <input type="checkbox"/> NO If 'yes' provide the Name of Candidate: _____
Required Start Date:	
Estimated End Date:	
Working hours per day / week:	
Overtime:	<input type="checkbox"/> YES <input type="checkbox"/> NO
Overtime details (rates / when payable):	
Allowances:	<input type="checkbox"/> YES <input type="checkbox"/> NO
Allowances details (rates / when payable):	
Work location:	
CV(s) required:	<input type="checkbox"/> YES <input type="checkbox"/> NO
Maximum Pay Charge:	\$ _____ p/hr or approximately PSA Level _____ <i>(This is the candidate's Pay Charge (see Part B, item A), rather than the total Hourly Rate. This section may be left blank.)</i>
REQUIRED SECURITY CHECKS	
<i>By reference to the role and your agency's requirements for staff security clearances, specify the required security checks (if any) below. If your agency has specific requirements about the type of security check and/or the currency of the relevant clearance, include those details in the row marked 'Other' below.</i>	
Working with Children:	<input type="checkbox"/> YES <input type="checkbox"/> NO
Police Clearance:	<input type="checkbox"/> YES <input type="checkbox"/> NO
Other:	

Contractor to email the completed Part B of this form to the Customer Contact (copied to the Alternative Contact, if applicable) as specified in Part A.

PART B: OFFER BY CONTRACTOR

To: _____ (Buying Entity name)	Att: _____ (Customer Contact name)
From: _____ (TPS2019 Contractor)	New Engagement : <input type="checkbox"/> Extension : <input type="checkbox"/>

The candidate(s) meeting the request requirements are provided below:

TPS2019 Category:	[Click here to choose a Category]		
Name of Candidate:			
Applicable Award & Level:			
Pre-existing Medical Condition:	<input type="checkbox"/> YES <input type="checkbox"/> NO	Brief Description:	
Offered by an affiliate:	<input type="checkbox"/> YES <input type="checkbox"/> NO	Affiliate name:	
A	Pay Charge	Negotiated by Customer and Contractor Variable charge per candidate	A \$
B	Superannuation	Fixed rate: 9.5%	B = A x 9.5% \$
C	Payroll Tax	Payroll tax is calculated on the Pay Charge inclusive of Superannuation. Variable rate: 5.5% - 6.5%	C = (A + B) x X% PR Tax Rate = _____ % \$
D	Other On-Costs	Other On-Costs are calculated on just the Pay Charge (this covers insurances etc.). Variable rate per Contractor / Category	D = A x X% \$
E	Gross Margin	Variable rate per Contractor / Category	E = Contractor's GM \$
F	Hourly Rate	GST Exclusive	F = A + B + C + D + E \$
G	GST	Fixed rate: 10%	G = F x 10% \$
H	Hourly Rate	GST Inclusive	H = F + G \$

Overtime and Allowances (if any) as stated in Part A of this Service Request Form.

Customer to confirm or decline offered candidates within _____ hours /days using the Contractor contact details specified below:

Contractor Contact Details:	Name: _____	Phone: _____
	Email: _____	Fax: _____

On behalf of the Contractor, I certify that the above prices and information are in accordance with the terms and conditions of CUATPS2019 – Temporary Personnel Services.

Signed : _____

Name : _____

Date : _____

Prior to completing this part of the Service Request Form please contact the Contractor to ensure that the selected Candidate(s) is available.

PART C: CONFIRMATION BY CUSTOMER

To: _____ (TPS2019 Contractor)	Att: _____ (Contractor Contact)
From: _____ (Buying Entity name)	New Engagement : <input type="checkbox"/> Extension : <input type="checkbox"/>

The candidate(s) below have been selected to fulfil the engagement:

TPS2019 Category:		Click here to choose a Category	
Name of Candidate:			
Required Start Date:			
Estimated Finish Date:			
A	Pay Charge	GST Exclusive	A \$
F	Hourly Rate	GST Exclusive	F = A + B + C + D + E \$
H	Hourly Rate	GST Inclusive	H = F + G \$
	Overtime Rate	<input type="checkbox"/> YES <input type="checkbox"/> NO	If yes, rate & terms as specified in Part A.
Allowances:	<input type="checkbox"/> YES <input type="checkbox"/> NO		The Allowance will incur:
Type:	[List allowances & specify if they are subject to superannuation etc.]		Superannuation: <input type="checkbox"/> YES <input type="checkbox"/> NO Payroll Tax: <input type="checkbox"/> YES <input type="checkbox"/> NO GST: <input type="checkbox"/> YES <input type="checkbox"/> NO
CUSTOMER CONTACT DETAILS			
Customer Contact Details:	Name:		Title:
	Email:		
	Phone:		Fax:
Supervisor Contact Details:	Name:		Title:
	Email:		
	Phone:		Fax:
Timesheet Approver Contact Details:	Name:		Title:
	Email:		
	Phone:		Fax:

Authorisation to complete this engagement has been received from:

Signed : _____
Name : _____
Title: _____
Date : _____

SCHEDULE 6 – NOT APPLICABLE

SCHEDULE 7 TO 15 – NOT APPLICABLE

SCHEDULE 16 – CONTRACTOR PROFILE

The Respondent must complete a Contractor Profile including a description of their expertise for each category that the Respondent is submitting and Offer for.

If the Respondent is successful, the profile will be published on the Contracts WA website. The profile can be updated at any time throughout the Term. It is highly recommended that each successful Respondent reviews their profile at least annually to ensure that the information remains current and relevant.

The Contractor Profile is widely used by Customers to identify relevant Contractors when they are seeking Candidates. The Contractor Profile is an opportunity for Contractors to provide details about their services and experience, as well as other ways in which they may offer added value to Customers.

Please ensure that the information provided in the Contractor Profile 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.

Format Requirements:

- The Contractor Profile must be provided in Word file format, using Arial 11.5 point font.
- The document must not exceed two (2) pages in length.
- The template format cannot be altered or fields renamed.

Profiles that do not abide by these formatting requirements will not be accepted.

The Respondent must provide their Contractor Profile as a separate Microsoft Word file. The Respondent should use the following file name format 'CUATPS2019 – Contractor Profile (Insert Company Name)'.

[Contractor Company Name]

<p>[Logo]</p> <p>ABN: [insert]</p> <p>Category(s): [insert]</p> <p>Payments by P-Card: [Yes]/[No]</p>	<p>[Contact Person Name]</p> <p>T: [insert]</p> <p>E: [insert]</p> <p>Website: [insert]</p> <p>Postal Address: [insert]</p> <p>Orders via: [Insert preferred contact method]</p> <p>Office Hours: [insert office hours / days]</p>
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About Us & Our Services

[Insert a brief description of the organisation – its history, capacity, coverage. Describe the scope of core services offered.]

Value Added Services / Features

[Use this section to describe any other aspects of the organisation or the services that are offered beyond core temporary personnel services – i.e. employee support and development initiatives such as training and access to an employee assistance program (EAP) etc., sustainability or diversity initiatives.]

SCHEDULE 17 – SALES REPORTING REQUIREMENTS

The Contract Authority will provide successful Respondents with detailed Sales Reporting Requirements prior to commencement of the CUA. The information below provides an outline of the data and format requirements for the quarterly Sales Reports. The Contract Authority has the discretion to adjust the form and content of the Sales Report from time to time.

Form and Content Requirements

Column	Column Header	Field Format	Field Contents Requirements	Example Data Entry	Mandatory Field
A	Panel	Text	List the TPS2019 Category code: A (Clerical and Administration) B (Technical and Trades) C (Professional) E (Information and Communication Technology)	A	Yes
B	Invoice Number	Text	Unique identifier of the invoice.	123567XM	Yes
C	Invoice Date	Date	The issue date of the invoice. All invoices issued to CUA buyers with an issue date falling within the relevant quarter must be included in the report. See the current Approved CUA Users List for approved CUA buyers.	11/02/2017	Yes
D	Invoice Period Start Date	Date	The start date of the invoice period.	14/08/2017	Yes
E	Invoice Period End Date	Date	The end date of the invoice period.	25/08/2017	Yes
F	Credit Note (Y/N)	Text	If the row date relates to a Credit Note reporting 'Y', otherwise report 'N'. If the row relates to a Credit Note, refer to the corresponding Invoice No. in the Comments column.	N	Yes
G	Buying Entity	Text	Non-abbreviated name of the buying entity. See the Chart of WA Government for current Department names etc.	Department of Finance	Yes

Column	Column Header	Field Format	Field Contents Requirements	Example Data Entry	Mandatory Field
H	Agency or Office	Text	Non-abbreviated name of the agency, business unit or office.	Government Procurement	Yes
I	Buying Entity Contact	Text	Non-abbreviated first name and surname of the buyer contact (as identified on the Service Request Form).	Jim Smith	Yes
J	Buying Entity Contact Email	Text	Email address of the Buying Entity Contact.	jim.smith@finance.wa.gov.au	Yes
K	Buying Entity Contact Phone Number	Text	Phone Number of the Buying Entity Contact.	9222 5012	Yes
L	Supervisor Name	Text	Non-abbreviated first name and surname of the person supervising the temporary staff member (as identified on the Service Request Form).	Michelle Abbott	Yes
M	Supervisor Email	Text	Email address of the person supervising the temporary staff member.	michelle.abbott@finance.wa.gov.au	Yes
N	Supervisor Phone Number	Text	Phone Number of the person supervising the temporary staff member.	9222 4672	Yes
O	Temporary Personnel Name	Text	Non-abbreviated first name and surname (in that order) of the temporary staff member. If there are multiple invoices issued in relation to the same person, their name must be reported using the same format for each invoice (i.e. Tom Bloggs should not be 'Tom' in some invoices and 'Thomas' in others).	Tom Bloggs	Yes
P	PAYG / PTY	Text	State whether the temporary personnel is a PAYG employee of the Contractor or has been engaged via contract with a corporate entity.	PAYG	Yes
Q	Job Title	Text	Short description of the role or job title.	Executive Assistant	Yes
R	Engagement ID	Text	Unique identifier of the engagement of the temporary staff member. If an engagement is	ABC124723	Yes

Column	Column Header	Field Format	Field Contents Requirements	Example Data Entry	Mandatory Field
			extended, the same Engagement ID must be used for both the initial engagement period and after the extension.		
S	Award / Agreement	Text	List the name of the Award or Industrial Agreement that applies to the role. The Pay Charge that is negotiated by the Customer and Contractor may be above the minimum Award rate. If a higher negotiated Pay Charge applies, the Contractor may note this in the Comments column.	Clerks Private Sector Award 2010	Yes
T	Level	Text	List the applicable level under the Award / Agreement.	3.1	Yes
U	Engagement Start Date	Date	Start date of the engagement based on the Service Request Form (dd/mm/yyyy). If an engagement is extended, this date should not change.	03/09/2019	Yes
V	Current Engagement End Date	Date	Current estimated finish date, based on the Service Request Form (dd/mm/yyyy). If an engagement is extended this date should be updated to the new estimated end date specified in the extension form.	24/12/2019	Yes
W	Engagement Extended (Y/N)	Text	State whether the engagement has (Y) or has not (N) been extended.	Y	Yes
X	Spotter's Fee (Y/N)	Text	State whether the data line relates to a Spotter's Fee (Y) or other charges (N), i.e. Hourly Rate etc.	N	Yes
Y	Standard Hours	Number	Number of ordinary hours worked by the temporary staff member during the invoicing period.	37.50	Yes
Z	Time and a Half Hours	Number	Number of time and half hours worked by the	0.00	Yes

Column	Column Header	Field Format	Field Contents Requirements	Example Data Entry	Mandatory Field
			temporary staff member during the invoicing period.		
AA	Double Time Hours	Number	Number of double time hours worked by the temporary staff member during the invoicing period.	0.00	Yes
AB	Double Time and a Half Hours	Number	Number of double time and half hours worked by the temporary staff member during the invoicing period	0.00	Yes
AC	Allowances (\$)	Currency	Allowances invoiced in addition to the Hourly Rate.	0.00	Yes
AD	Allowances Description	Text	Brief description of the allowances invoiced. If the invoice does not include any allowances, this field should state 'N/A'.	Field allowance	Yes
AE	Pay Charge (\$)	Currency	The Pay Charge component of the Hourly Rate, expressed as a currency value.	30.00	Yes
AF	Superannuation (\$)	Currency	The Superannuation component of the Hourly Rate, expressed as a currency value.	2.85	Yes
AG	Payroll Tax (\$)	Currency	The Payroll Tax component of the Hourly Rate, expressed as a currency value.	1.81	Yes
AH	Contractor On-Costs Rate (%)	Percentage	The Contractor's On- Costs rate (i.e. the non-legislative on-costs), expressed as a percentage value.	2.75	Yes
AI	Contractor On Costs (\$)	Currency	The Contractor's On-Costs component of the Hourly Rate, expressed as a currency value.	0.83	Yes
AJ	Gross Margin (\$)	Currency	The Contractor's Gross Margin component of the Hourly Rate, expressed as a currency value.	2.75	Yes
AK	Hourly Rate (\$)	Currency	The temporary staff member's Hourly Rate, excluding GST expressed as a currency value.	36.98	Yes

Column	Column Header	Field Format	Field Contents Requirements	Example Data Entry	Mandatory Field
AL	Time and a Half Rate (\$)	Currency	Time and a half Hourly Rate, excluding GST expressed as a currency value. If the invoice does not include hours invoiced at a time and a half rate, this field should state '0.00'.	0.00	Yes
AM	Double Time Rate (\$)	Currency	Double time Hourly Rate, excluding GST expressed as a currency value. If the invoice does not include hours invoiced at a double time rate, this field should state '0.00'.	0.00	Yes
AN	Double Time and a Half Rate (\$)	Currency	Double time and a half Hourly Rate, excluding GST expressed as a currency value. If the invoice does not include hours invoiced at a double time and half rate, this field should state '0.00'.	0.00	Yes
AO	Invoice Total Excl GST (\$)	Currency	Invoice total, excluding GST expressed as a currency value. This field should either report: <ul style="list-style-type: none"> • (total Hours x Hourly Rate) + Allowances, or • the Spotter's Fee (if you agree to waive a Spotter's Fee this cell should record '0.00' and you should note the waiver in the Comments column). 	2662.69 (Hours x Hourly Rate) + Allowances or 500.00 (Spotter's Fee)	Yes

Column	Column Header	Field Format	Field Contents Requirements	Example Data Entry	Mandatory Field
AP	Invoice Total Excl GST Corporate Rate (\$)	Currency	Invoice total using the Contractor's corporate gross margin rate, excluding GST expressed as a currency value. This field should either report: <ul style="list-style-type: none"> • (total Hours x Hourly Rate) + Allowances, where the Hourly Rate is calculated using the Contractor's corporate gross margin, or • the Spotter's Fee. 	3210.40 (Hours x Hourly Rate) + Allowances or 500.00 (Spotter's Fee)	Yes
AQ	Invoice Total Incl GST (\$)	Currency	Total invoice amount, including GST expressed as a currency value.	2073.64	Yes
AR	Comments	Text	The column should be used to provide additional information relevant to interpreting the invoicing data, i.e.: <ul style="list-style-type: none"> • if the Contractor has agreed to offer savings (such as a reduced Gross Margin or Spotter's Fee or a waiver of a fee), include this information, or • if the data line is a credit note relating to another invoice, note the credit and include the other invoice number. 	Spotter's fee Engagement ID ABC238955 or Spotter's fee waived	No

Sample Sales Data

Credit Note Example	The Credit Note example below documents a credit note issued in relation to a Pay Charge overcharge of \$5.41 per hour for a 37.5 hr / 1 week invoice period.
Spotter's Fee Example	If an invoice covers both Hour x Hourly Rate and a Spotter's Fee, report the data over two rows as per rows 2 and 3 in the example below (row 2 reports the Hours x Hourly Rate data and row 3 reports the Spotter's Fee). If an invoice only covers a Spotter's Fee, then report that data as per row 3 below (highlighted in blue).

A	B	C	D	E	F	G	H	I	J
Panel	Invoice Number	Invoice Date	Invoice Period Start Date	Invoice Period End Date	Credit Note (Y/N)	Buying Entity	Agency or Office	Buying Entity Contact	Buying Entity Contact Email
A	G2356	2/12/2019	11/11/2019	15/11/2019	Y	Department of Finance	Office of State Revenue	Ron White	Ron.white@finance.wa.gov.au
C	625-GH	20/12/2019	16/11/2019	20/12/2019	N	Department of Finance	Government Procurement	Jan Park	Jan.park@finance.wa.gov.au
C	625-GH	20/12/2019	20/12/2019	20/12/2019	N	Department of Finance	Government Procurement	Jan Park	Jan.park@finance.wa.gov.au
B	3221	29/11/2019	25/11/2019	27/11/2019	N	Department of Finance	Building Management and Works	Ellen Altus	Ellen.altus@finance.wa.gov.au

K	L	M	N	O	P	Q	R
Buying Entity Contact Phone Number	Supervisor Name	Supervisor Email	Supervisor Phone Number	Temporary Personnel Name	PAYG / PTY	Job Title	Engagement ID
9111 5522	Jim Smith	jim.smith@finance.wa.gov.au	9111 3652	Tom Bader	PAYG	Admin Assistant	A213B
6554 3875	Cameron Rowe	Cameron.rowe@finance.wa.gov.au	6554 2211	Meghan Dot	PAYG	Project Manager	653H5
6554 3875	Cameron Rowe	Cameron.rowe@finance.wa.gov.au	6554 2211	Meghan Dot	PAYG	Project Manager	653H5
9521 4563	Susan Dell	Susan.dell@finance.wa.gov.au	9521 8956	Sam Cisco	PAYG	Electrician	E2363

S	T	U	V	W	X	Y	Z
Award / Agreement	Level	Engagement Start Date	Current Engagement End Date	Engagement Extended (Y/N)	Spotter's Fee (Y/N)	Standard Hours	Time and Half Hours
Clerks Private Sector Award 2010	3	11/11/2019	31/12/2019	N	N	37.50	0.00
State Government Agencies Award 2010, Professional Sector	5	18/11/2019	18/12/2019	N	N	37.50	0.00
State Government Agencies Award 2010, Professional Sector	5	18/11/2019	18/12/2019	N	Y	0.00	0.00
Electrical, Electronic and Communications Contracting Award 2010	10 plus tool allowance	25/11/2019	27/11/2019	N	N	15.00	0.00

AA	AB	AC	AD	AE	AF	AG	AH	AI	AJ
Double Time Hours	Double Time and Half Hours	Allowances (\$)	Allowance Description	Pay Charge (\$)	Superannuation (\$)	Payroll Tax (\$)	Contractor On-Costs Rate (%)	Contractor On-Costs (\$)	Gross Margin (\$)
0.00	0.00	0.00	N/A	-3.00	-0.28	-0.18	1.50%	-0.04	0.00
0.00	0.00	0.00	N/A	45.00	4.27	2.71	2.50%	1.12	3.50
0.00	0.00	0.00	N/A	0.00	0.00	0.00	0.00%	0.00	0.00
0.00	0.00	0.00	N/A	38.00	3.61	2.28	5.20%	1.98	2.28

AK	AL	AM	AN	AO	AP	AQ	AR
Hourly Rate (\$)	Time and Half Rate (\$)	Double Time Rate (\$)	Double Time and Half Rate (\$)	Invoice Total Excl GST (\$)	Invoice Total Excl GST Corporate Rate (\$)	Invoice Total Incl GST (\$)	Comments
-5.00	0.00	0.00	0.00	-202.88	-233.31	-223.17	Credit note re invoice G1452
56.61	0.00	0.00	0.00	2122.88	2653.60	2335.17	
0.00	0.00	0.00	0.00	1000.00	1750.00	1100.00	
48.15	0.00	0.00	0.00	722.25	848.64	794.48	

SCHEDULE 18 – SERVICE DELIVERY REPORTING REQUIREMENTS

The Contract Authority will provide successful Respondents with detailed Service Delivery Reporting Requirements prior to commencement of the CUA. The information below provides an outline of the data and format requirements for the Service Delivery Reports. The Service Delivery Reports will be used to measure service standards such as time to respond to Customer enquiries, time to provide Candidates, number of unsuitable Candidates. The Contract Authority has the discretion to adjust the form and content of the Service Delivery Report from time to time.

[Insert name of CUA Category]	
Orders Filled	
Total number of Orders filled:	
Response Rate	
Number of Orders filled within the timeframe specified by the Customer, or if no timeframe is specified, within 4 Business Days:	
<i>[Provide a summary explanation of delays if applicable.]</i>	
Order Fill Rate	
Total number of requests for Candidates received:	
Number of requests that could not be met because the Contractor was unable to present a suitable Candidate:	
<i>[Provide a summary explanation of reasons why Candidate(s) could not be supplied if applicable.]</i>	
Attrition Rate	
Number of times an Engagement was terminated early by the Customer due to performance or service issues:	
<i>[Provide an explanation of the performance or services issues in relation to each early termination.]</i>	
Invoicing Compliance	
Total number of Invoices issued:	
Number of invoices issued containing errors in relation to the invoice amount and/or payment terms:	

SCHEDULE 19 – EMPLOYMENT LEGISLATION COMPLIANCE REPORTING REQUIREMENTS

The Contract Authority will provide successful Respondents with detailed Employment Legislation Compliance Reporting Requirements prior to commencement of the CUA. The information below provides an outline of the data and format requirements for the Employment Legislation Compliance Reports (ELC Reports).

The ELC Report will be used by the Contract Authority to monitor compliance by the Contractor with relevant employment related legislation. The Contract Authority has the discretion to adjust the form and content of the Compliance Report from time to time.

Each ELC Report will include, but not be limited to a signed declaration made by the Contractor (on its own behalf and on behalf of its associated entities) confirming that:

- all payments in relation to salary and benefits have been made to Candidates placed under CUATPS2019 Engagements
- the Contractor has paid all entitlements and taxation liabilities arising in connection with CUATPS2019 Engagements
- the Contractor has complied with all employment related legislation, industrial awards and agreements relevant to their CUATPS2019 Engagements
- there are no current proceedings and no adverse findings against the Contractor by a court, tribunal, commission or board in relation to a breach or employment related legislation, industrial awards or agreements, and
- the Contractor has not been required to take any remedial measures due to a failure to comply with employment related legislation, industrial awards or agreements.

If the answer to any declaration is 'no', the Contractor must provide full details of the relevant non-compliance to the Contract Authority together with the report.

Each ELC Report will be made by reference the 12 month period immediately preceding the report and will be signed by an authorised signatory of the Contractor.

APPENDIX 1 – WORKFORCE REPORT TEMPLATE

WAIPS reporting guidance documentation is available at WA Industry Link website (<https://industrylink.wa.gov.au>).

The Industry Link Advisory Service (ILAS) from the Department of Jobs, Tourism, Science and Innovation can assist businesses with questions relating to this template as can the Local Content Advisers (LCAs) from the Department of Primary Industries and Regional Development.

Please phone 9222 0722 or email industrylink@jtsi.wa.gov.au

CONTRACTOR AND CONTRACT DETAILS

CONTRACTOR DETAILS:

- (a) Name of Contractor:
- (b) Person responsible for this document:
- (c) Contact phone number:
.....
- (d) Contact email:
- (e) Business Website:
- (f) Business Address:

CONTRACT DETAILS:

- (a) Contract Title
- (b) Contract Number
- (c) Contract Authority / Customer
- (d) Contract Commencement Date
- (e) Contract Value or Estimated Contract Value at award (AUD):
- (f) Expenditure to Date (AUD)
- (g) Report Date:

SECTION A

SECTION A: IMPORTANT NOTE

All table cells need to be completed. Enter a numerical value or NA for the elements that are Not Applicable. Insert additional rows where necessary.

1. CONTRACTOR / SUBCONTRACTOR WORKFORCE

a). ACTUAL WORKFORCE

Please provide the actual workforce (excluding apprentices and trainees) directly employed in delivering this Contract.

Workforce	WA (Metro)			WA (Regional)			Other Australian States, Territories and New Zealand	Overseas
	M	F	O	M	F	O		
Gender	M	F	O	M	F	O	All	All
Totals								

Gender - M = Male **F** = Female **O** = All other individuals categorized, either by themselves or by society, as neither male nor female. **All** = all genders combined.

b). ACTUAL APPRENTICES AND TRAINEES

Please provide the actual number of apprentices and trainees directly employed in delivering this Contract.

Apprentices Trainees	WA (Metro)			WA (Regional)			Other Australian States, Territories and New Zealand	Overseas
	M	F	O	M	F	O		
Gender	M	F	O	M	F	O	All	All
Totals								

Gender - M = Male **F** = Female **O** = All other individuals categorized, either by themselves or by society, as neither male nor female. **All** = all genders combined.

2. CONTRACT SPEND DIVISION

Please provide the actual spend by jurisdiction at this reporting stage:

Important: All table cells need to be completed. Enter a percentage numerical value or NA for the elements that are Not Applicable. The sum of all jurisdictions needs to equal 100%.

	WA (Metro %)	WA (Regional %)	Australian and New Zealand %	Overseas %
Estimated				
Achieved				

3. LIAISON WITH GOVERNMENT

Did you liaise with the Industry Link Advisory Service or Local Content Advisers on local industry participation issues?

CONTRACTOR TO COMPLETE:

Definition of terms

Apprentices: People who have a contract with a skilled employer to learn a trade. An apprenticeship is a structured program with a combination of on the job and off the job training, where you gain hands-on skills and knowledge. Upon successful completion, apprentices become a qualified tradesperson.

Employed: As in employment, which is defined by both the Australian Bureau of Statistics and the International Labour Organisation as a minimum of one hour's paid work per week.

Local Industry: Suppliers of goods produced, or services provided, in Western Australia, another State or Territory or New Zealand.

Metro: The Metropolitan area is bounded by the City of Wanneroo and the City of Swan in the North, the Shires of Mundaring, Kalamunda and the City of Armadale in the East and the Town of Kwinana and the City of Rockingham in the South.

Regional: The Western Australian regional area is all those parts of Western Australia which are located outside of the Metro area.

Trainees: People who are undertaking training in order to learn the skills needed to do a Job. A traineeship provides hands-on skills and work experience, and can improve your employment prospects and range of career choices. Upon successful completion, a trainee will receive a nationally recognised qualification in their chosen vocational area.

Workforce: Means the total number of workers directly employed on a contract. This encompasses full-time, part-time, casual employees, apprentices and trainees, workers engaged through labour hire arrangements and other employer supported employment initiatives such as cadetships and internships.



ADDENDUM TO REQUEST DOCUMENT

REQUEST NO.: CUATPS2019
 ADDENDUM NO.: 1
 DATE OF ISSUE: 18/04/2019
 NO. OF PAGES: 30 (incl. this sheet)

IMPORTANT

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

Addendum Advice

Please find additional information relating to the Request for the Common Use Arrangement for Temporary Personnel Services (CUATPS2019) in this Addendum No. 1.

Non-Mandatory Tender Briefing Presentation

Pages 3-30 of this Addendum* contain the presentation slides and notes from the non-mandatory tender briefing in relation to the Request for CUATPS2019. The briefing was held on 17 April 2019 at the Optima Centre.

** A copy of the tender briefing is not included in this pdf document (CUATPS2019 – Request & Addenda) because the tender process for the CUATPS2019 Request is now closed and completed.*

Questions and Responses

The following questions and responses were recorded at the tender briefing:

1. Request Part B, Section 4(b)(ix)(C)

Section 4(b)(ix)(C) of the Request asks the Respondent to state the number of their employees – Should this number refer to their internal workforce (i.e. consultants etc.) or does it include the temporary personnel contractors?

The Respondent should state the total number of employees at the time of submitting their Offer. This number should capture all employees (permanent full time / part time and casual) and would include temporary personnel candidates who are employees of the Respondent. The question relates to the disclosure of information between the Office of State Revenue and the Contract Authority, and the number of employees stated in the Offer should capture all personnel whose wages are included in the Respondent's taxable wages bill for payroll tax purposes.

2. Request Part B – Schedule 3 (Pricing)

How should the Respondent deal with their payroll tax rate in their Offer Pricing if they are aware their company's payroll tax rate may change during the life of the CUA due to fluctuations in their taxable wages bill?

The Payroll Tax rate quoted in the Respondent's Offer Pricing should be the rate applicable at the time that they submit their Offer.

During the life of the CUA, Contractors are entitled to invoice for Payroll Tax at the rate calculated by reference to the *Pay-roll Tax Assessment Act 2002* (WA). If the applicable rate changes due to a fluctuation in the Contractor's taxable wages bill, the Contractor must notify the Contract Authority and their Customers. They will be entitled to invoice Customers at the new payroll tax rate following approval of the Contract Authority.

3. Request Part B – Section 5.1(i) (Organisation Capacity: Subcontractors)

Does the reference to subcontractors in this section capture individual temporary personnel candidates, or is it intended to capture subcontracting arrangements with other suppliers?

The Respondent should answer this question by reference to subcontracting arrangements or alliances with other suppliers, not individual temporary personnel candidates.

Does this question need to be answered by reference to current arrangements or must it cover the full 5 year term of the CUA?

The question should be answered by reference to subcontracting arrangements or alliances that the Respondent has in place, or has an intention to put in place, at the time that they submit their Offer.

4. What is the appetite for contract departures?

Departures are not encouraged but if a Respondent wishes to seek a departure to the contract terms, they must specify the departure(s) in their Offer.

Any requested departures will be subject to negotiation and if those negotiations are protracted it could delay contract award for the relevant preferred Respondent.

5. Is there a preference for hardcopy (by hand or post) or electronic Offers?

No preference.

End of Addendum No. 1



ADDENDUM TO REQUEST DOCUMENT

REQUEST NO.: CUATPS2019
 ADDENDUM NO.: 2
 DATE OF ISSUE: 13/05/2019
 NO. OF PAGES: 1 (incl. this sheet)

IMPORTANT

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

Addendum Advice

Please find additional information relating to the Request for the Common Use Arrangement for Temporary Personnel Services (CUATPS2019) in this Addendum No. 2.

Request Schedule 6 (Buying Rules)

Schedule 6 of the CUATPS2019 Request shall be deleted and replaced with the following text:

SCHEDULE 6 – BUYING RULES

The following Buying Rules apply to CUATPS2019:

Estimated Contract Value (GST Incl.)	Buying Procedure
<i>Below \$250,000</i>	<p><i>Pick and Buy</i></p> <p><i>The Customer must complete Part A of a Service Request Form, and forward it to their selected Contractor(s) who will complete Part B of the form and return it to the Customer, together with pricing and details of the offered Candidate(s).</i></p> <p><i>The Customer can select the Candidate that represents a value for money outcome. The Customer shall then contact the Contractor to ensure that the Candidate is still available, and if so, complete Part C of the form and engage the Contractor to supply the Candidate.</i></p>
<i>\$250,000 and above</i>	<p><i>Multiple Quotes</i></p> <p><i>If the estimated contract value for a new Engagement is \$250,000 or above, then the Customer must send Part A of the Service Request Form to all Contractors on the relevant Category Panel.</i></p> <p><i>Each Contractor will then complete Part B of the form and send it to the Customer with the pricing and details of the offered Candidate(s).</i></p> <p><i>The Customer can select the Candidate that represents a value for money outcome. The Customer shall then contact the relevant Contractor to ensure that the Candidate is still available, and if so, complete Part C of the form and engage the Contractor to supply the Candidate. The Customer shall notify the unsuccessful Contractors.</i></p>

End of Addendum No. 2