



Request and Addenda

CUAICTS2021 - COMMON USE ARRANGEMENT for Information and Communications Technology (ICT) Services

- Request
- Addendum 1
- Addendum 2
- Addendum 3
- Addendum 4
- Addendum 5

Request

REQUEST TITLE:

Common Use Arrangement (CUA) for Information and Communications Technology (ICT) Services

REQUEST NUMBER:

CUAICTS2021

CLOSING TIME:

2:30 PM Thursday 6 August 2020, Western Australia

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

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PART A – REQUEST NO CUAICTS2021

1 INTRODUCTION

1.1 BACKGROUND

The Department of Finance (Finance) issues this Request to establish a new Common Use Arrangement (CUA) to provide Information and Communication Technology Services (CUAICT2021) to Western Australian State Government Public Authorities and other entities on the Approved register of who can buy from Common Use Arrangements. The new CUA will replace the current CUA for ICT Services (CUAICTS2015) that is due to expire on 31 March 2021.

CUAICTS2021 will be for an initial Term of four (4) years. The Contract Authority has options to extend the Term, where any option will be for a minimum period of two (2) years and will be no longer than four (4) years. The term, including all extension options will not exceed ten (10) years.

The required ICT services under CUAICTS2021 are grouped into the following three categories:

- Category 1 – ICT Planning, Consultancy and Advisory Services
- Category 2 – ICT Implementation Services
- Category 3 – ICT Operations and Management Services

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 The Respondent must submit the complete 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 on Tenders WA to submit an offer electronically.

Guidelines to assist Respondents with registering on Tenders WA and lodging an Offer electronically can be downloaded at www.tenders.wa.gov.au by following the links 'Help' > 'Help Guides' > 'Suppliers Help Guides'.

1.2.2 The complete Offer to be uploaded must include the following:

- The Electronic Response 1 in Microsoft Excel format to address the information requested in Part B - 2 Identity of Respondent, 4 - Compliance and Disclosure Requirements, 6 - Insurance Requirements and Schedule 17 Contractor Profile - Categories and ICT roles. Electronic Response 1 is available for download on Tenders WA together with this Request document.
- Electronic Response 2 in Microsoft Word format to address the information requested in Part B 5 Qualitative Requirements and the Contractor Profile template is detailed in Schedule 17 of this Request document. Electronic Response 2 is available for download on Tenders WA together with this Request document.

1.2.3 Offers must not be submitted by hand, post or facsimile.

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

1.3 OFFER VALIDITY PERIOD

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

1.4 TENDERS WA

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

1.5 BRIEFING

The CUAICTS2021 tender briefing will be issued via an addendum on Tenders WA.

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 VANESSA STICKELLS OR GENEVIEVE JARVIS. CONTACT DETAILS ARE AS FOLLOWS:

Name: Vanessa Stickells / Genevieve Jarvis

Telephone: (08) 6551 1593 / (08) 6551 1465

E-mail: CUAICTS2021@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* [August 2019] located at www.wa.gov.au/government/publications/request-conditions-and-general-conditions-of-contract 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.

1.8 DEFINITIONS

In addition to the definitions contained in the General Conditions, the following definitions apply to Schedule 2 (Specification / Statement of Requirements).

Outcome as a Service (OaaS): OaaS refers to situations where contractors, for a fee, are responsible for providing end to end solutions.

Outcome Based Customer Contract: An Outcome Based Customer Contract will apply where a defined and measurable outcome is stipulated by the customer in its scope of work. An outcome based contract may include milestones, fixed and variable elements and specified personnel.

The contract focuses on the desired outcome of the work to be performed (the "what") rather than the manner in which it is to be performed (the "how").

Time Based Customer Contract: A Time Based Customer Contract will apply where a deliverable or outcome is obtained via a supported ICT role using a maximum daily/hourly rate.

System: Any systems including Hardware and Software it uses to provide the Services in connection with the Customer Contract.

Customer Data: Any Customer related data provided to or, accessible, stored or hosted by the Contractor in its Systems in connection with this Customer Contract.

Security Incident: Means security breach, violation, contact or approach from those seeking unauthorised access to Customer Data relating to the Services, including:

- (a) action taken through the use of computer networks that result in an actual or potentially adverse effect on the Contractor's Systems and/or Customer Data residing on that System; or
- (b) any other unauthorised access or use by a third party or misuse, damage or destruction by any person.

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.

At Head Agreement the determination of Value for Money will require a consideration of all of the below factors and any other matters that the Contract Authority considers relevant.

- 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; and
- d). assess Offers against the Insurance Requirements in Section 6 in Part B.

At Customer Contract the determination of Value for Money will include consideration of:

- a). the Compliance and Disclosure Requirements, Qualitative Requirements, Offered Prices and Insurance Requirements contained within the Schedule 5 - Order Forms

and any other matters that the 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.
- b). Western Australian Industry Participation Strategy (WAIPS).

The Buy Local Policy can be viewed and downloaded at www.wa.gov.au/government/publications/buy-local-policy 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 four (4) years from the CUA commencement date.
3. Commencement Date	The Contract Authority will notify the Contractor of the Commencement Date in the Letter.
4. Extensions	The Contract Authority has options to extend the Term, where any option will be for a minimum period of two years and will be no longer than four years. The Term, including all extension options will not exceed ten (10) years.
5. Notice of Extension	Clause 3.8 of the General Conditions applies.
6. Price Variation	Not applicable for the Head Agreement
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 \$10 million for any one occurrence and unlimited in the number of occurrences happening in the period of insurance.
8. Workers' Compensation	<p>Workers' compensation insurance in accordance with the provisions of the <i>Workers' Compensation and Injury Management Act 1981</i> (WA), including cover for common law liability for an amount of not less than \$50 million for any one occurrence in respect of workers of the Contractor.</p> <p>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>.</p>
9. Contract Management Requirements	<p>The Contract Authority will retain the rights and responsibility for all Contract Management requirements and functions including but not limited to major dispute resolution, extensions, variations and termination issues regarding the Panel established under the Head Agreement.</p> <p><u>Reporting</u></p> <p>The contractors will be required to provide Finance with the following reports:</p> <ul style="list-style-type: none"> • Quarterly sales reports: Contractors must submit complete quarterly sales reports within 30 calendar days of the end of each quarter. Refer to Schedule 16 Reporting template. • Ad hoc reports: The Contract Authority reserves the right to request ad-hoc reporting from the Contractor as required. • WAIPS reports (Department of Jobs, Tourism, Science and Innovation (JTSI) requirement): Refer section 18 of this Schedule 1 – Head Agreement Details <p><u>Meetings</u></p> <p>The contractors will be expected to attend contract management meetings as required. These meetings may also include representatives from CUA Customers if advised by the Contract Authority. The frequency and location of meetings is to be agreed between the Contract Authority and the Contractor.</p> <p><u>Contractor Profile Information</u></p> <p>The Contractor is responsible for maintaining the currency of their Contractor Profile.</p> <p><u>Key Performance Indicators (KPIs)</u></p> <p>The Contractor and the Contract Authority will monitor the Key Performance Indicators (KPIs) as defined in Schedule 2 - Statement of Requirements of this Request.</p>

	<p><u>Contract Authority's Representative</u> ICT Services Contract Manager Email: CUAICTS2021@finance.wa.gov.au Phone: (08) 6551 1375</p> <p><u>Contract Authority's address and email details</u> Street Address: Department of Finance Level 4, Optima Centre 16 Parkland Road Osborne Park WA 6017 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 does not apply.
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 Contractor is the owner of the Intellectual Property Rights in New Material for the purposes of clause 23.2 of the General Conditions.
16. Publicity	For the purposes of clause 24.4 of the General Conditions, no other Public Authority is specified.
17. Termination Without Cause	<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 Requirements of CUA and Panel Arrangements</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>a) Exemption Reporting</p> <p>i. The Contractor must submit a completed Exemption Reporting for CUA and Panel Arrangements report to the Contract Authority:</p> <p>(A) annually (Annual Report); and</p> <p>(B) upon the expiry of the Head Agreement (Final Report), in accordance with this clause.</p> <p>ii. Each report submitted under subclause a) i. must use the form of, and must address the matters outlined in, the Exemption Reporting Template for CUA and Panel Arrangements (Exemption Reporting Template for CUA and Panel Arrangements) which is available to download from the Industry Link portal at https://industrylink.wa.gov.au/resources-library.</p>

	<p>iii. Subject to subclause a iv below, the Contractor must submit:</p> <ul style="list-style-type: none">(A) an Annual Report on the anniversary of the Commencement Date, or on such other date each year as is notified by the Contract Authority to the Contractor; and(B) a Final Report no later than two months after the expiry of the Head Agreement. <p>iv. Where the Head Agreement is 12 months or less, only one report from the Contractor is required, being the Final Report, which the Contractor must submit in accordance with subclause a iii (B).</p> <p>v. The report required by this clause must be endorsed and verified as being true and correct by the Contractor's Chief Executive Officer, Managing Director or equivalent.</p> <p>b) Use of Information</p> <p>The Contract Authority may use or disclose the reports provided under this clause for the legitimate purposes of or relating to government or the business of government.</p> <p>c) Clause survives</p> <p>This clause survives the termination or expiration of the Head Agreement.</p>
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CUSTOMER CONTRACT DETAILS

1. Customer	The Customer will be specified in the Order.
2. The Term of the Customer Contract	The Term of the Customer Contract will be specified in the Order.
3. Commencement Date	The Customer will notify the Contractor of the Commencement Date in the Order.
4. Extensions	The extension options will be specified in the Order.
5. Notice of Extension	Clause 3.4 of the General Conditions applies.
6. Price Variation	The price variation mechanism will be specified in the Order.
7. Public Liability	<p>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:</p> <ul style="list-style-type: none"> • Low and/or medium risk Contracts = \$10 million • High risk Contracts = \$20 million. <p>for any one occurrence and unlimited in the number of occurrences happening in the period of insurance.</p> <p>Contractors must possess at least the minimum amount specified for low risk Contracts. Contractors that do not possess the minimum insurance requirements for medium and/or high risk Contracts will not be qualified to receive or respond to Request for Quotes for Contracts of that risk level.</p>
8. 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 :</p> <ul style="list-style-type: none"> • Low and/or Contracts = \$1 million • Medium and/or high risk Contracts = \$5 million. <p>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> <ol 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. <p>Contractors must possess at least the minimum amount specified for low risk Contracts. Contractors that do not possess the minimum insurance requirements for medium and/or high Contracts will not be qualified to receive or respond to Request for Quotes for Contracts of that risk level.</p>
9. Workers' Compensation	<p>Workers' compensation insurance in accordance with the provisions of the <i>Workers' Compensation and Injury Management Act 1981</i> (WA), including cover for common law liability for an amount of not less than \$50 million for any one occurrence in respect of workers of the Contractor.</p> <p>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>.</p>
10. Contract Management Requirements	All contract management requirements will be specified in the Order.

SPECIAL CONDITIONS	
11. 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.
12. Police Clearance	Clause 18.4 of the General Conditions applies.
13. Confidential Declaration – Prevention of Paedophilia	Clause 18.5 of the General Conditions applies.
14. Warranties	For the purposes of clause 19.5 of the General Conditions, no warranties are specified.
15. Intellectual Property Owner	The Contractor is the owner of the Intellectual Property Rights in New Material for the purposes of clause 23.2 of the General Conditions unless otherwise specified by the Customer in the Quote Form.
16. Working Papers	Copyright and property in all Working Papers vest in the Contractor.
17. Publicity	For the purposes of clause 24.4 of the General Conditions, no other Public Authority is specified.
18. Government Policies	For the purposes of clause 32 of the General Conditions, no obligations relating to Government procurement policies are specified.
OPTIONAL INSURANCES	
19. Technology (Cyber) Liability	<p>Information Technology (Cyber) Liability insurance covering the legal liability of the Contractor for claims arising from any actual or alleged:</p> <ul style="list-style-type: none"> a) breach of public disclosure of personal or corporate information; b) liability loss of or damage to property including data whilst in the care, custody or control of the Contractor; c) breach of confidence or privacy by the Contractor or by any person or entity engaged by the Contractor; d) act or omission by an unauthorised person or entity resulting in loss of or damage to the Customer’s property (including hardware, software and data), <p>for an amount not less than \$..... (to be specified in the Schedule 5 - Order Forms) any one claim and in the annual aggregate. The insurance must be maintained for a period of at least 6 years after termination or expiration of the Contract.</p>
20. Motor Vehicle Third Party	Motor vehicle third party insurance covering legal liability against property damage and bodily injury to, or death of, persons (other than compulsory third party motor vehicle insurance) caused by motor vehicles used in connection with the Products and / or Services for an amount of not less than \$30 million for any one occurrence or accident.
21. Compulsory Third Party	Compulsory third party insurance as required under any statute relating to motor vehicles used in connection with the Services.

The following ICT clauses may be specified in the Customer Contract [Schedule 5 - Order Forms](#) where applicable

Supply of Consultancy and Contracting Services	
<ol style="list-style-type: none"> 1. Description of Consultancy and Contracting Services 2. Resources required 3. Methodology requirements 4. Performance Measures 	To be specified in the Schedule 5 - Order Forms
Supply of Hardware Maintenance Services	
<ol style="list-style-type: none"> 5. Overview of Hardware Maintenance requirements 6. Commencement date 7. Renewal arrangements 8. Whether maintenance is to commence prior to the expiry of a warranty 9. Whether preventative maintenance is required 10. Whether remedial maintenance is required 	To be specified in the Schedule 5 - Order Forms
Supply of Managed Services	
<ol style="list-style-type: none"> 11. General Obligations of Contractor 12. Service commencement date 13. Assets to be acquired from Customer 14. Content of procedures manual 15. Service delivery requirements 16. Reporting intervals (if not monthly) 17. Qualifications on transition-out obligations 	To be specified in the Schedule 5 - Order Forms
Supply of Software Development Services	
<ol style="list-style-type: none"> 18. Overview of the Software to be developed 19. Resources required 20. Date for submission of project plan 21. Date for approval of project plan 22. Extended period for approval of project plan 23. Date for submission of Design Specification 24. Date for approval of Design Specification 25. Extended period for approval of Design Specification 26. Documentation requirements 27. Whether the source code is to be placed in escrow 28. Whether Developed Software can be used prior to Acceptance 	To be specified in the Schedule 5 - Order Forms
Supply of Software Support Services	
<ol style="list-style-type: none"> 29. Overview of Software Support Services 30. Commencement date for Software Support Services 31. Renewal arrangements 	To be specified in the Schedule 5 - Order Forms
Supply of Systems Integration Services	
<ol style="list-style-type: none"> 32. Overview of Systems Integration Services 	To be specified in the Schedule 5 - Order Forms

Acceptance Testing	
33. Whether Acceptance testing is required	To be specified in the Schedule 5 - Order Forms
Indemnities, Liability and Releases	
(a) Restricted Application of Indemnity	Sub-clauses (b) (c), (d), (e) and (f) only apply to loss or liability arising from claims made by a third party. The obligations of the parties in circumstances not addressed by these clauses will be determined by reference to sub-clause (g).
(b) Third Party Indemnity by Contractor	<p>The Contractor indemnifies the Customer (including the Customer's Personnel) against any loss or liability that has been incurred by the Customer as the result of a claim made by a third party, including loss or liability in respect of personal injury, sickness, death or property damage, where and to the extent that loss or liability:</p> <ul style="list-style-type: none"> a) was caused or contributed to by a breach of the Customer Contract, or tortious, unlawful or wrongful act or omission, by the Contractor or the Contractor's Personnel; or b) arises from a claim made or threatened against the Customer in which it is alleged that a Service or Product (including the Customer's use of a Service or Product) infringes the Intellectual Property Rights of a third party. For the purposes of this sub-clause (b), an infringement of Intellectual Property Rights includes unauthorised acts which would, but for the operation of the <i>Patents Act 1990</i> (Cth) s.163, the <i>Designs Act 2003</i> (Cth) s.96, the <i>Copyright Act 1968</i> (Cth) s.183 and the <i>Circuits Layout Act 1989</i> (Cth) s.25, constitute an infringement; or c) arises from a claim made or threatened against the Customer relating to a breach of confidence or privacy by, or a conflict of interest in respect of, the Contractor.
(c) Customer's Obligations to Contractor	<p>Where the Customer wishes to enforce an indemnity in sub-clause (b), it must:</p> <ul style="list-style-type: none"> a) not admit liability for the alleged breach, or tortious, unlawful, or wilfully wrong act or omission, or infringement; b) give written notice to the Contractor as soon as practicable; c) subject to the Contractor agreeing to comply at all times with government policy relevant to the conduct of the litigation, permit the Contractor, at the Contractor's expense, to handle all negotiations for settlement and, as permitted by law, to control and direct any litigation that may follow; and d) in the event that the Contractor is permitted to handle negotiations or conduct litigation on behalf of the Customer, provide all reasonable assistance to the Contractor in the handling of any negotiations and litigation.
(d) Continued Use or Replacement of Infringing Material	<p>If a claim of infringement of Intellectual Property Rights is made or threatened by a third party, the Customer will allow the Contractor, at the Contractor's expense, to either:</p> <ul style="list-style-type: none"> a) obtain for the Customer the right to continued use of the Product; or b) replace or modify the Product so that the alleged infringement ceases so long as the Product continues to provide the Customer with equivalent functionality and performance as required in the Specifications.
(e) Third Party Indemnity by the Customer	The Customer indemnifies the Contractor (including the Contractor's Personnel) against any loss or liability that has been incurred by the Contractor as the result of a claim made by a third party where and to the extent that loss or liability was caused or contributed to by a breach of the Contract or tortious act or omission by the Customer or the Customer's Personnel including loss or liability in respect of personal injury, sickness, death or property damage.

(f) Contractor's Obligations to Customer	<p>Where the Contractor wishes to rely on the indemnity in sub-clause (e) it must:</p> <ol style="list-style-type: none"> a) not admit liability for the alleged breach or tortious act or omission; b) give written notice to the Customer as soon as practicable; c) permit the Customer, at the Customer's expense, to handle all negotiations for settlement and, as permitted by law, to control and direct any litigation that may follow; and d) provide all reasonable assistance to the Customer in the handling of negotiations and litigation.
(g) Liability Generally	<p>Subject to the releases from loss or liability (if any) in sub-clauses (i), (j) and (k) the liability of either party for breach of the Contract or for any other common law or statutory cause of action arising out of the operation of the Contract will be determined under the relevant law in Western Australia that is recognised, and would be applied, by the High Court of Australia from time to time.</p>
(h) General Exclusions from Release from Liability	<p>Any release from loss or liability does not apply to loss or liability for:</p> <ol style="list-style-type: none"> a) 3rd party claims including in respect of any exemplary or punitive damages awarded to a 3rd party; b) personal injury, sickness and death; c) subject to sub-clause (k), loss of, or damage to, tangible property which does not include data or Software; d) infringement of Intellectual Property Rights; e) breach of confidence or privacy by the Contractor; f) a conflict of interest in respect of the Contractor; g) matters that cannot be excluded at law; h) to the extent that a party is able to recover the loss from its insurer; i) an abandonment of the Customer Contract by a party; j) reckless acts or omissions carried out with a wilful disregard for the consequences; k) wilful and intentional breach by a party; l) any statutory fines or penalties levied against a party; <p>and in no circumstances is the Contractor released from liability to the Customer in respect of any unlawful acts or omissions of the Contractor or the Contractor's Personnel.</p>
(i) Customer – Contractor (Party- Party) Liability	<p>Each party releases the other in respect of Party-Party claims from all loss or liability from a breach of the Customer Contract or tortious act or omission in excess of:</p> <ul style="list-style-type: none"> • Low risk Contracts = \$1 million • Medium risk Contracts = \$5 million • High risk Contracts = \$20 million. <p>This release will apply for the benefit of both parties and applies in respect of any one occurrence, a series of related occurrences or in the aggregate during the Term.</p>
(j) Indirect and Consequential Losses	<p>(Loss of Profit etc.) Each party releases the other from all loss or liability from any and all claims in respect of all loss of profit, income, business opportunity, goodwill or reputation, and any other loss or liability which would fall within the second limb of losses referred to in <i>Hadley v Baxendale</i> (1854) 9 Ex 341, in excess of:</p> <p>\$5 Million</p> <p>This release will apply for the benefit of both parties and applies in respect of any one occurrence, a series of related occurrences or in the aggregate during the Contract Term.</p>

(k) Loss of data etc.	<p>Each party releases the other from all loss or liability from any and all claims in respect of loss of data or damage to Software in excess of:</p> <p>\$5 Million</p> <p>This release will apply for the benefit of both parties and applies in respect of any one occurrence, a series of related occurrences or in the aggregate during the Contract Term.</p>
(l) Contribution	<p>The liability of a party ("1st Party") for loss or liability sustained by the other party ("2nd party") will be reduced proportionately to the extent that such loss or liability has been caused by the 2nd Party's failure to comply with its obligations and responsibilities under the Contract and to the extent that a tortious act or omission of the 2nd Party has contributed to such loss or liability.</p>
(m) Termination of Contract	<p>If a claim is made by the Customer against the Contractor which results in any of the releases in this sub-clause having effect, the Customer may by notice in writing to the Contractor immediately terminate the Contract.</p> <p>If a claim is made by the Contractor against the Customer which results in any of the releases in this sub-clause having effect, the Contractor may by notice in writing to the Customer immediately terminate the Contract.</p>
(n) Survival	<p>This clause survives the termination or expiry of the Contract.</p>

SCHEDULE 2 - SPECIFICATION/STATEMENT OF REQUIREMENTS

1 STATEMENT OF REQUIREMENTS

This Request document outlines the requirements for a new Common Use Arrangement (CUA) for the provision of Information and Communications Technology (ICT) Services to Western Australian State Government Public Authorities and other entities on the Approved register of who can buy from Common Use Arrangements.

The ICT Services CUA (CUAICTS2021) is designed to facilitate the procurement of services where ICT is central to the achievement of a deliverable or outcome. Contractors may provide ICT Services that relate to a range of ICT Projects (including but not limited to: ICT Hardware; Data Centre; Cloud; Telecommunications; and Software/Application based projects) but may not supply the actual ICT Products or Services where they are defined as out of scope in Section 2.6.

2 SPECIFICATION

2.1 CATEGORIES

The required services under CUAICTS2021 have been grouped into the following three categories:

- Category 1 – ICT Planning, Consultancy and Advisory Services
- Category 2 – ICT Implementation Services
- Category 3 – ICT Operations and Management Services

These categories will be used:

- For the Contractor Profile to inform Customers on which Contractors can offer the required services.
- For the reporting requirements to inform the Contract Authority on the nature of the ICT service engagements in the sales data.
- As a guide for Customers when assessing the risk for each procurement (refer to section 2.11.3 [Insurance Requirements](#))

Contractors may expand the range of their services over the Term of the CUA. The process for [adding a new category](#) is detailed in section 2.11.2.1.

2.3 CATEGORY 1 - ICT PLANNING, CONSULTANCY AND ADVISORY SERVICES

For planning, consultancy and advisory services in which ICT is central to the requirement. Services include but are not limited to:

- 2.3.1** Program identification and preparation services for digital transformation, including readiness planning.
- 2.3.2** The planning and development of strategic business goals, including holistic digital transformation, ICT technical architecture, enterprise architecture, and migration plans/strategies.
- 2.3.3** ICT program and project specification and selection (e.g. assistance in forming an ICT solution statement of requirements).
- 2.3.4** Research and analysis into best practices, industry trends and strategic advice based on findings.
- 2.3.5** Design and development of strategies to manage risks, including business change management and disaster recovery planning.
- 2.3.6** Assistance in relation to procurement, transition, integration and delivery of ICT services.
- 2.3.7** Project and portfolio governance advice, such as efficiency assessments.
- 2.3.8** Assessment of security threats, risk and vulnerabilities to develop cyber security initiatives (e.g. policy and standard development, awareness training).
- 2.3.9** Development of ICT business cases.

Deliverables or outcomes under this category may include plans, reports, transition, workshops, ICT policy advice and feasibility studies, and associated services including consultancy, assessments, reviews and recommendations.

2.4 CATEGORY 2 - ICT IMPLEMENTATION SERVICES

For the implementation of ICT related solutions including corporate applications, in-house business applications, web-based e-business, ICT infrastructure and digital or cloud-based systems. The category includes solution implementation inclusive of design, configuration, customisation, installation, data migration, testing and training. Services include but are not limited to:

- 2.4.1** Project and program delivery and implementation services, e.g. for cloud transition and digital transformation.
- 2.4.2** The analysis, detailed design, development, and initial setup of solutions.
- 2.4.3** Architectural governance and design.
- 2.4.4** Data conversion, cleansing and migration onto cloud solutions.
- 2.4.5** The development of system manuals or guides.
- 2.4.6** Implementation of content management tools, including configuration if required.
- 2.4.7** Application development, deployment and integration services.
- 2.4.8** Set up of usage and monitoring reporting.
- 2.4.9** Initial application testing.
- 2.4.10** Initial infrastructure testing for security/vulnerabilities (penetration testing, integration testing etc).
- 2.4.11** Information security and cyber security solution/initiative implementation.

Deliverables or outcomes under this category can include the development, configuration and implementation of applications, software, websites, programs, system manuals and reports.

2.5 CATEGORY 3 - ICT OPERATIONS AND MANAGEMENT SERVICES

For ongoing operation, support, maintenance and/or management of an ICT solution. The ICT solution may be infrastructure, platform or application based and deployed as on-premise or outsourced based model solutions. Services include but are not limited to:

- 2.5.1 Installation and configuration of support applications and services.
- 2.5.2 Ongoing system and environment testing.
- 2.5.3 ICT environment management, optimisation, monitoring and analysis.
- 2.5.4 Data protection and systems recovery management.
- 2.5.5 Digital workplace service management.
- 2.5.6 Database and data management services.
- 2.5.7 Maintenance agreement initiation and administration.
- 2.5.8 Security incident monitoring and response.
- 2.5.9 Ongoing security compliance reviews including vulnerability testing.
- 2.5.10 Business intelligence, monitoring and predictive analytics.

Deliverables or outcomes under this category will be for the ongoing operations and maintenance of the relevant ICT environment.

2.6 OUTCOME AS A SERVICE

Outcome as a Service (OaaS) refers to situations where contractors, for a fee, are responsible for providing end to end solutions. In this Request, this may cover the services within both category 2 and 3. Some category 1 services may also be included within an OaaS offering.

All elements of the OaaS solution will be the responsibility of the contractor including all products and services required to deliver the OaaS.

The contractor offering an OaaS must not commit customers to:

- Owning any proprietary Products during or at the end of the contract (e.g. owning hardware).
- Signing any proprietary Product and Service licence agreements before, during or at the end of the contract (e.g. hardware maintenance agreements, software licence agreements, public cloud service agreements). This is a point of difference with the more commonly purchased cloud hosting and software as a service solutions.
- Any residual components after the contract ends (e.g. a vendor committing to leasing equipment to provide a hosting environment and a cloud service).

Providing it does not conflict with the conditions above, Contractor's may:

- Leverage ICT hardware, cloud services and/or software products to deliver an OaaS.
- Allow customers to enter into service user agreements that underpin the use of software.

2.7 OUT OF SCOPE

The following is out of scope of CUAICTS2021:

- Purchasing of:
 - ICT hardware, including but not limited to computing, storage and network infrastructure, audio/visual hardware and telecommunications infrastructure and ongoing or extension of the purchased hardware's maintenance.
 - Proprietary software products inclusive of on premise and Software as a Service (SaaS), and ongoing or extension of proprietary software maintenance.
 - Private, hybrid or public cloud services including Infrastructure-as-a-Service (IaaS), Platform-as-a-Service (PaaS) and SaaS.
 - Licensed and/or Licences for subscription based services.

2.7.1 ICT SERVICES CUA VERSUS TEMPORARY PERSONNEL SERVICES CUA

The following table compares the features of CUAICTS2021 - ICT Services and CUATPS2019 – Temporary Personnel Service and may be used as a guide to select the most appropriate CUA:

ICT SERVICES	TEMPORARY PERSONNEL SERVICES
<p>The CUA is for Customers that require Outcome and Time Based ICT services.</p> <p>The CUA categories are:</p> <ol style="list-style-type: none"> 1. ICT Planning, Consultancy and Advisory Services 2. ICT Implementation Services 3. ICT Operations and Management Services 	<p>The CUA is for Customers that need an appropriately skilled temporary resource. This resource will be managed by the Customer and is not necessarily required to deliver a completed outcome.</p> <p>The CUA categories are:</p> <ol style="list-style-type: none"> A. Clerical and Administrative B. Technical & Trades C. Professional D. Information & Communication Technology
<p>Contractors are expected to provide professional support to the individual allocated to the ICT role to enable them to deliver service outcomes for the customer.</p>	<p>Contractors are not expected to provide professional support to the temporary personnel.</p>
<p>The responsibility for performance of the individual allocated to the ICT role resides with the Contractor.</p>	<p>The responsibility for performance and outcomes of the personnel resides with the agency.</p>
<p>If the individual allocated to the ICT role ceases to be available during the term of the Customer Contract, the contractor will be required to offer a replacement with similar skillsets to complete the service delivery.</p>	<p>Contractors are not obligated to offer replacement personnel.</p>

2.7.2 ICT SERVICES CUA VERSUS GOVNEXT-ICT CUA

The following table compares the features of the two arrangements.

ICT SERVICES	GOVNEXT
<p>The CUAICTS2021 is for buyers that require a clearly defined and measurable Outcome and Time Based ICT service.</p> <p>The CUA categories are:</p> <ol style="list-style-type: none"> 1. ICT Planning, Consultancy and Advisory Services 2. ICT Implementation Services 3. ICT Operations and Management Services 	<p>The GovNext-ICT CUA (GNICT2015) is for the supply of a private cloud solution or ICT in the following service categories:</p> <ol style="list-style-type: none"> 1. Co-Location Services 2. Networking Services 3. Gateway Services 4. Private Cloud Services 5. IP Telephony Services 6. POTS Telephony Services

2.8 CUAICTS2021 CUSTOMER CONTRACT MODELS

Customer Contracts formed under CUAICTS2021 may be established under the following two models:

2.8.1 OUTCOME BASED

An Outcome Based Customer Contract will apply where a defined and measurable outcome is stipulated by the customer in its scope of work.

2.8.2 TIME BASED

A Time Based Customer Contract will apply where a deliverable or outcome is obtained via a supported ICT role using a maximum daily/hourly rate.

Contractors will stipulate the ICT roles they can offer within their [Contractor Profile](#) (refer to Schedule 17).

Non prescribed ICT roles may be added in the 'CUAICTS2021 – Electronic Response 1' in the 'Contractor Profile ICT Roles' worksheet under the sub-category 'Other' for specialised or project specific services but will be subject to the approval of the Contract Authority.

Contractors may update their offered ICT roles during the Term of the Head Agreement as per the process outlined in section 2.11.2.2 [ICT Role Updates](#).

2.8.2.1 PRESCRIBED ICT ROLES

Time Based quotes should offer roles mapped to the prescribed list of ICT roles provided below. These roles are based on: the Australian Bureau of Statistics – ANZSCO – Australian and New Zealand Standard Classification of Occupations, 2013, Version 1.3 (ABS Catalogue No. 1220.0) and historical CUA spend on ICT services:

- | | |
|--------------------------|---------------------------|
| 1. Application Architect | 5. Cloud Architect |
| 2. Automation Architect | 6. Data Analyst |
| 3. Automation Engineer | 7. Data Architect |
| 4. Cloud Analyst | 8. Database Administrator |

9. Enterprise Architect	28. Information Systems Auditor
10. Hardware Technician	29. Multimedia Specialist
11. ICT Business Analyst	30. Network Administrator
12. ICT Business Development Manager	31. Network Engineer
13. ICT Change Manager	32. Service Delivery Manager
14. ICT Consultant	33. Service Desk Technician
15. ICT Customer Support Officer	34. Site Reliability Engineer
16. ICT Governance Specialist	35. Software and Applications Programmers
17. ICT Program Manager	36. Software Architect
18. ICT Project Manager	37. Software Engineer
19. ICT Quality Assurance Engineer	38. Software Tester
20. ICT Risk Manager	39. Solutions Architect
21. ICT Security Analyst	40. Systems Administrator
22. ICT Security Architect/Designer	41. Technical/Infrastructure Architect
23. ICT Security Consultant	42. Test Manager
24. ICT Security Manager	43. User Experience Architect
25. ICT Support Engineer	44. Web Administrator
26. ICT Systems Test Engineer	45. Web Designer
27. ICT Trainer	46. Web Developer

2.9 CUSTOMER DATA

If the Contractor is storing Customer's Data as part of its ICT Services, the:

- (a) Contractors must ensure that Customer Data stored in its Systems:
 - is protected at all times from unauthorised access, use or by a third party, and from misuse, damage or destruction by any person; and
 - has protective measures, including but not limited to administrative, physical, and technical safeguards, that are no less rigorous than accepted industry standards and commensurate with the consequences and probability of unauthorised access to, or use, misuse or loss of, the Customer Data.
- (b) Contractor must maintain and provide to the Customer, on request, an audit log of access to Customer Data.
- (c) Contractor must ensure that Customer Data is not accessed from or stored outside Australia unless expressly permitted by the Customer.
- (d) Contractor must ensure that Customer Data is adequately backed up to prevent any loss of data.
- (e) Contractor must inform the Customer, as soon as possible after it becomes aware of any Security Incident, and as soon as practicable (and at least within five (5) Business Days) confirm the details by Notice in writing. In the event of

any Security Incident, the Contractor must comply with all directions of the Customer to resolve the incident, including in relation to:

- Obtaining evidence about how, when and by whom the Contractor's System and/or the Customer Data has or may have been compromised, providing it to the Customer on request, and preserving and protecting that evidence for a period of up to twelve (12) months;
- Implementing any mitigation strategies to reduce the impact of the Security Incident or the likelihood or impact of any future similar incident; and
- Preserving and protecting Customer Data (including as necessary reverting to any backup or alternative site or taking other action to recover Customer Data).

2.10 SERVICE REQUIREMENTS TO CUSTOMERS

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

- (a) Maintain and manage specified standards, processes and quality, and ensure that services are supplied as quoted;
- (b) Provide a consistent and high quality level of service to all Customers;
- (c) Work closely with the Customer to deliver all aspects of the service requirements;
- (d) Ensure the suitability of the all Personnel (including sub-contractors) to meet the outcomes and service requirements of Customers;
- (e) Carry out services as requested by the Customer in the [Schedule 5 - Order Forms](#);
- (f) Provide feedback to the Customer on any issues, opportunities for improvement and minimising costs;
- (g) As specified by the Customer, maintain records of services performed in sufficient detail to permit performance monitoring and auditing by the Customer. Records of services as stipulated by the Customer must be made available to the Customer upon request; and
- (h) Participate in performance reviews as required by the Customer.

2.11 CONTRACT MANAGEMENT

The Contract Authority will retain the rights and responsibility for major dispute resolution, extensions, variations and termination issues under the Head Agreement. The Contract Authority will also lead all contractual management functions including the monitoring of the Contractor's obligations under the Head Agreement as summarised in the table below:

CONTRACTOR'S OBLIGATIONS	FREQUENCY	DUE DATE
Reporting Requirements	Quarterly	30 calendar days after the end of the quarter
Contractor Profiles	Bi-annually	Not applicable

CONTRACTOR'S OBLIGATIONS	FREQUENCY	DUE DATE
• Changes to Insurance Cover	As required	Not applicable
• Changes to Account Manager	As required	7 calendar days prior to departure
• Adding a New Category	Quarterly upon request by Contractor	30 calendar days prior to the end of quarter
• ICT Role Updates	Quarterly upon request by Contractor	30 calendar days prior to the end of quarter
Insurance Requirements	Annually	No later than 30 calendar days post the expiry of the previous certificate
Key Performance Indicators	Refer to section 2.11.4 Key Performance Indicators	
Workforce Reporting	Annually	Upon the expiry of Term

2.11.1 REPORTING REQUIREMENTS

- The Contractor must provide the Contract Authority with the following two reports on a quarterly basis:

A. Customer Contract Report

This report will record all Customer Contracts awarded in that quarter. The Customer Contract Report will also be used to record any variations to a Customer Contract (i.e. changes to contract length or contract value) in the quarter that the variation has occurred.

B. Sales Report

This report will report on all issued invoices, corresponding to a Customer Contract, in that quarter.

- A 'nil report' must be submitted for reporting periods with no contracts or invoices to report
- Reporting will be on a quarterly basis and due 30 calendar days after the end of the calendar quarter.
- Contractors must ensure all accounting systems contain sufficient internal controls to maintain the accuracy of the sales and billing data.
- The format and contents of each report must comply with the requirements set out in Schedule 16 (Reporting Requirements) of this Request.
- The Contract Authority may, at their complete discretion, unilaterally amend the content and format of the reports during the term of the Head Agreement, as may be required from time to time to meet the WA Government's policy commitments and meet the changing and increasing demand for management information.
- Notwithstanding the expiry of the Head Agreement, the Contractor must continue to submit the required reports to the Contract Authority on each

Customer Contract until such time as the last of the Customer Contracts has expired unless otherwise advised by the Contract Authority.

2.11.2 CONTRACTOR PROFILE

- Contractors must complete the Contractor Profile as per the template provided by the Contract Authority in Schedule 17 of this Request.
- It is recommended that Contractors review the currency of their profile information bi-annually from the Contract Commencement Date and provide any updates to the Contract Manager as per Section 2.11.
- Contractors must promptly notify the Contract Authority on any changes to the circumstances of the organisation including change of address and contact information or company winding up whether voluntary or by court order.
- Contractors shall apply in writing to add a new Category or ICT Role. Refer to section 2.11.2.1 and 2.11.2.2 for further details.
- Contractors must promptly notify the Contract Authority on any changes to their Insurance Cover.
- Contractors must promptly notify the Contract Authority on changes to the nominated Account Manager. The Contractor must notify the Contract Authority at least 7 calendar days prior to departure of the Account Manager and provide contact information for the incoming Account Manager.

2.11.2.1 ADDING A NEW CATEGORY

- Contractors may apply to add a Category to their Contractor Profile upon request in writing to the Contract Authority. Requests to add a category will only be accepted six (6) months after the commencement date of the CUA.
- Requests to add a category must be made within thirty (30) calendar days prior to the completion of a quarter.
- Contractors will be required to provide evidence to support their applications to add a Category. Supporting documentation may include a revision of a 'Respondent's Offer' to the following sections as applicable:
 - Part B Section 4 b) Disclosures:
 - (vii) (C) Number of Employees
 - (viii) Independent Evidence of Financial Solvency
 - Schedule 17 – Contractor Profile
 - CUAICTS2021 – Electronic Response Form - Insurance Details
 - Part B Section 5 Qualitative Requirements
 - 5.1 ORGANISATIONAL CAPACITY b) (i) and (ii)
 - 5.2 DEMONSTRATED EXPERIENCE (for added category only)

2.11.2.2 ICT ROLE UPDATES

- The Contractor shall request in writing to the Contract Authority for updates to the ICT roles that appear in their Contractor Profile. Requests to the Contract Authority must be made within thirty (30) calendar days prior to the end of a quarter. The ICT role section will be updated upon commencement of the following quarter.

- Where a Contractor has failed to request an update within the specified timeframe, the change will only be applied from the next quarter.

2.11.3 INSURANCE REQUIREMENTS

The Insurance requirements for CUAICTS2021 are detailed in the table below:

Risk Level	Key Risk	Minimum Insurance Cover	Examples
Low Risk Contracts	Errors and omissions in the advice provided which is covered by Professional Indemnity insurance.	<ul style="list-style-type: none"> Professional Indemnity \$1m Public Liability \$10m Workers' Compensation 	The majority of activities under Category 1 - ICT planning, consultancy and advisory services but not limited to this category such as providing research on cloud service provider options or perform an audit of the ICT system.
Medium Risk Contracts	Errors and omissions in the advice provided which is covered by Professional Indemnity insurance.	<ul style="list-style-type: none"> Professional Indemnity \$5m Public Liability \$10m Workers' Compensation 	The majority of activities under Category 2 - ICT implementation services but not limited to this category such as perform an upgrade to a customer's in-house system.
High Risk Contracts	Mainly Cyber and liability risk exposures e.g. network intrusion, loss of records, business interruption, and network mismanagement.	<ul style="list-style-type: none"> Professional Indemnity \$5m Public Liability \$20m Workers' Compensation 	The majority of activities under Category 3 - ICT Operations and Management Services but not limited to this category such as ongoing management or a cloud-based ERP solution.
<p>Based on the scope of the Customer Contract and the assessed risks, Customers may require and request the following optional insurances in their Schedule 5 - Order Forms:</p> <ul style="list-style-type: none"> Technology (Cyber) Liability Motor Vehicle Third Party Compulsory Third Party 			

Under the Head Agreement Contractors must maintain all insurances (other than those that are optional) at the minimum levels indicated in their contractor profile.

For each Customer Contract, Customers will assess the applicable risk level and quotes may only be sought from Contractors with the minimum insurance cover as specified in the table above. Contractors must maintain the required insurances (including optional insurances) as stipulated in the Customer Contract.

2.11.4 KEY PERFORMANCE INDICATORS

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

KPI	KPI target	Frequency
Sales reports submitted on time and correctly	<p>Sales reports completed correctly and submitted no later than 30 calendar days post sales reporting period.</p> <p>NOTE: "Submitted" means fully loaded with no missing data and without errors into the system, and does not refer to the</p>	Quarterly

KPI	KPI target	Frequency
	date in which the report was forwarded to the Contract Authority. Accuracy rate of 100% expected.	
Currency of Insurance Certificates	100% of insurance certificates submitted to the Contract Authority no later than 20 Business Days post the expiry of the previous certificate.	Ongoing as they expire annually
Keeping Contractor Profiles up to date	Notify the contract manager of any changes to the identity of the company, change of address and key contact details not less than 15 Business Days before the change takes effect.	Ongoing

Failure to comply with one or more of the KPIs constitutes a breach of obligation under the Head Agreement.

2.12 CUA REFRESH MECHANISM FOR NEW SUPPLIERS

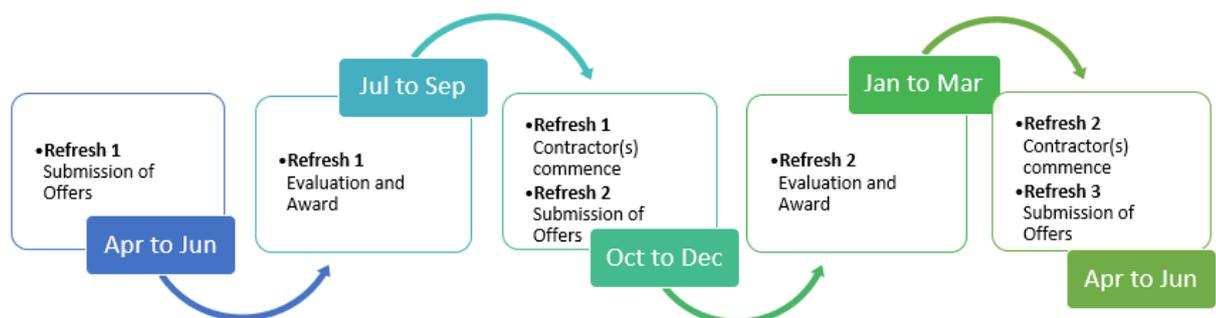
The Contract Authority at its absolute discretion will offer refresh opportunities where new Respondents may submit Offers to be assessed for inclusion on the CUA.

Refreshes may be offered twice a year commencing one year after the original commencement date. Refreshes will be open to the market for a period of three months at a time; Respondents may submit an Offer at any time during those three months. Refreshes will cease one year before the final contract expiry date.

All Contractors awarded a Head Agreement under the CUA will have the same expiry date including new Contractors added as part of a refresh.

Prospective Respondents wanting to join the CUA will be required to respond to the same terms, conditions and qualitative requirements as the original Request. All offers will be reviewed by an evaluation panel.

The refresh process with indicative dates is illustrated below:



PART B – CONTENT REQUIREMENT AND RESPONDENT'S OFFER

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

1 NOTE TO RESPONDENT

In preparing its Offer, the Respondent must:

- a). address each requirement in the form set out in this Part B;
- b). take into account the Head Agreement and Customer Contract requirements, as explained in the Head Agreement Details and Customer Contract Details. The Respondent must read these in conjunction with the General Conditions;
- c). in respect of the Qualitative Requirements in Section 5 in this Part B, provide full details of any claims, statements or examples;
- 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.
- f). Complete and return CUAICTS2021 Electronic Response 1 for:
 - (i) Part B - 2 Identity of Respondent
 - (ii) Part B - 4 Compliance & Disclosure
 - (iii) Part B - 6 Insurance Details
 - (iv) Schedule 17 - Contractor Profile Categories
 - (v) Schedule 17 - Contractor Profile ICT Roles

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

['RESPONDENT NAME' - CUAICTS2021 Electronic Response 1.xlsx](#)

- g). Complete and return CUAICTS2021 Electronic Response 2 for:

- (i) Part B – 5 Qualitative Requirements 5.1
- (ii) Part B – 5 Qualitative Requirements 5.2
- (iii) Schedule 17 – Contractor Profile.

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

['RESPONDENT NAME' - CUAICTS2021 Electronic Response 2.docx](#)



CUAICTS2021
Electronic Response



CUAICTS2021
Electronic Response

Instructions: To access the document, double-click on the icon above. A new window will appear with the document. The Respondent is to complete and return this document in electronic copy (soft copy).

2 IDENTITY OF RESPONDENT

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

RESPONDENT TO COMPLETE:

Please provide the response in 'CUAICTS2021 Electronic Response 1' in the 'Identity of Respondent' worksheet.

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

3 PRE-QUALIFICATION REQUIREMENTS

There are no pre-qualification requirements for this Request.

4 COMPLIANCE AND DISCLOSURE REQUIREMENTS

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

a). COMPLIANCE

(i) Head Agreement Details

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

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

RESPONDENT TO COMPLETE:

Please provide the response in 'CUAICTS2021 Electronic Response 1' in the 'Compliance and Disclosure' worksheet.

(ii) Customer Contract Details

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

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

RESPONDENT TO COMPLETE:

Please provide the response in 'CUAICTS2021 Electronic Response 1' in the 'Compliance and Disclosure' worksheet.

(iii) General Conditions / Schedules

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

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

RESPONDENT TO COMPLETE:

Please provide the response in 'CUAICTS2021 Electronic Response 1' in the 'Compliance and Disclosure' worksheet.

b). DISCLOSURES**(i) Participants (including subcontractors)****RESPONDENT TO COMPLETE:**

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

AND

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

AND

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

Please provide the response in 'CUAICTS2021 Electronic Response 1' in the 'Compliance and Disclosure' worksheet.

(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:

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

Please provide the response in 'CUAICTS2021 Electronic Response 1' in the 'Compliance and Disclosure' worksheet.

(iii) Conflict of Interest

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

RESPONDENT TO COMPLETE:

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?

Please provide the response in 'CUAICTS2021 Electronic Response 1' in the 'Compliance and Disclosure' worksheet.

(iv) Small Business, Australian Disability Enterprise (ADE) and/or Aboriginal Business**RESPONDENT TO COMPLETE:**

Respondent is required to disclose whether it is a:

- (A) small business that employs less than twenty (20) people; and/or
- (B) registered Australian Disability Enterprise (ADE) – registered means to be listed as an approved ADE on the Australian Disability Enterprises website at: <http://buyability.org.au/directory/>; and/or
- (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/>.

If Yes, registered on:

- Aboriginal Business Directory WA
- Supply Nation's Indigenous Business Direct
- Both

Please provide the response in 'CUAICTS2021 Electronic Response 1' in the 'Compliance and Disclosure' worksheet.

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:**

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

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

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

Please provide the response in 'CUAICTS2021 Electronic Response 1' in the 'Compliance and Disclosure' worksheet.

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

(vi) Professional Standards Scheme

[www.psc.gov.au/professional-standards-schemes provides a list of schemes some of which are applicable to Western Australia.]

RESPONDENT TO COMPLETE:

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

Please provide the response in 'CUAICTS2021 Electronic Response 1' in the 'Compliance and Disclosure' worksheet.

(vii) Disclosure of Information between State Revenue and the Contract Authority**(A). Financial Information**

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

RESPONDENT TO COMPLETE:

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?

Please provide the response in 'CUAICTS2021 Electronic Response 1' in the 'Compliance and Disclosure' worksheet.

(B). Related Corporations

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

RESPONDENT TO COMPLETE:

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 off either in whole or in part?

If yes:

- i. the Respondent must provide details;
- 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.
- 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.

Please provide the response in 'CUAICTS2021 Electronic Response 1' in the 'Compliance and Disclosure' worksheet.

(C). Number of Employees

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

RESPONDENT TO COMPLETE:

How many employees does the respondent employ?

What percentage of these employees are:

- i. full time;
- ii. part time;
- iii. casual.

Please provide the response in 'CUAICTS2021 Electronic Response 1' in the 'Compliance and Disclosure' worksheet.

(viii) Independent Evidence of Financial Solvency

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

For example:

- a “Credit Risk” report from Illion (formerly Dun & 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:

Has the Respondent provided independent evidence of financial solvency?

Please provide the response in ‘CUAICTS2021 Electronic Response 1’ in the ‘Compliance and Disclosure’ worksheet.

Please attach independent evidence with the response.

(ix) Contractor Profile

The Respondent is required to complete information for their Contractor Profile in ‘CUAICTS2021 Electronic Response 1’ - Contractor Profile Categories and Contractor Profile ICT Roles worksheets and ‘CUAICTS2021 Electronic Response 2’ – Schedule 17 Contractor Profile template.

RESPONDENT TO COMPLETE:

Has the Respondent completed their Contractor Profile information in ‘CUAICTS2021 Electronic Response 1 and 2’?

Please provide the response in ‘CUAICTS2021 Electronic Response 1’ in the ‘Compliance and Disclosure’ worksheet.

(x) Termination of previous CUAs

If the Respondent has been a Contractor to a previous CUA for Information and Communications Technology (ICT) Services, the Respondent is required to disclose of previous termination(s) (e.g. bankruptcy, voluntary or by court order) under CUA14008, CUAICTS2015 or CUAICTS2021 (applies to refreshes only).

RESPONDENT TO COMPLETE:

Has the Respondent been a Contractor previously terminated under CUA14008 or CUAICTS2015 or CUAICTS2021 (applies to refreshes only)?

Please provide the response in 'CUAICTS2021 Electronic Response 1' in the 'Compliance and Disclosure' worksheet.

5 QUALITATIVE REQUIREMENTS

The Contract Authority will, in its assessment, consider the extent to which the Offer satisfies the following Qualitative Requirements. The Contract Authority reserves the right to reject any Offer that does not properly address and satisfy any of the Qualitative Requirements.

5.1 ORGANISATIONAL CAPACITY

The respondent must demonstrate that it has the organisational capacity to provide services under this CUA.

RESPONDENT TO COMPLETE:

(a) Organisational Structure

- (i) Provide an overview of the business including ownership details, the time in business and the relationship between the respondent and any parent, subsidiaries or related companies.
- (ii) Principal location of business, and any other locations from which the operations will be managed for this contract.

(b) Resourcing

- (i) Overview of the resources capacity to support the CUA by functional area (e.g. service delivery, account/relationship management, contract management (as per the Contractor's obligations under the Head Agreement section 2.11 [Contract Management](#)) in the table below, adding or deleting rows as required:

Functional Area	Number of Personnel	Skill-sets/experience	Location(s)	Resource Status

The "Resource Status" field must identify whether area resources are:

- *Currently available or planned; and*
- *To be filled by internal or subcontracted personnel.*

- (ii) Details of Specified Personnel, including Account Manager, that will support the CUA in the table below, adding or deleting rows as required:

Name & Title	Functional Area (as per 5.1 (b)(i) above)	Proposed Role(s)	Summary of industry experience, including similar contracts	Relevant skills and Experience	Years' Experience		Current Location (e.g. Perth)
					Industry	Organisation	

- (iii) Outline the resourcing strategies in place for the attraction, retention and professional development of key personnel
- (iv) Outline your organisation's methodology to ensure continuity of service delivery and standards for the duration of the engaged period, including managing resource availability with sufficient expert and qualified backup resources.
- (v) Details the qualifications or certifications held by the organisation and number of employees in the organisation who hold the qualifications or certifications where applicable, adding or deleting rows as required:

Description (Microsoft, Oracle, VM or SAP Partnerships, ISO 9001, ISO 14001, and any other certifications)	Level/ Type (e.g. Silver, Gold, Platinum or state Not Applicable)	Acquired since (mm/yy)	Certificate/Qualification Attached (yes/no) If no, please state reasons why

- (vi) Describe the services (if any) to be performed by any subcontractors.
- (vii) Provide the process followed for the pre-qualification of sub-contractors (if sub-contractors are used).

(c) **Reporting**

Outline the systems in place for meeting the obligation set out in Section 2.11.1 [Reporting Requirements](#).

(d) **Customer Service**

Describe the procedures 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.

Please provide the response in 'CUAICTS2021 Electronic Response 2' in the 'Qualitative Requirements 5.1 Organisational Capacity' section.

5.2 DEMONSTRATED EXPERIENCE

The respondent must demonstrate that they have the necessary skills and experience to perform the required ICT services by addressing the following:

5.2.1 Category Experience

(a) Category 1 – ICT Planning, Consultancy and Advisory Services.

RESPONDENT TO COMPLETE:			
Do you wish to submit an offer for Category 1 – ICT Planning, Consultancy and Advisory Services ?			
Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
If yes:			
Please list recent completed projects/contracts that relate to Category 1 – ICT Planning, Consultancy and Advisory Services .			
Each example should detail :			
i. Project/contract description			
ii. Client Organisation name			
iii. The commencement date of the project/contract and duration			
iv. Project/Contract value (\$)			
<i>Please provide the response in 'CUAICTS2021 Electronic Response 2' under 'Qualitative Requirements 5.2.1 Demonstrated Experience'.</i>			

(b) Category 2 – ICT Implementation Services

RESPONDENT TO COMPLETE:			
Do you wish to submit an offer for Category 2 – ICT Implementation Services ?			
Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
If yes:			
Please list recent completed projects/contracts that relate to Category 2 – ICT Implementation Services .			
Each example should detail :			
i. Project/contract description			
ii. Client Organisation name			
iii. The commencement date of the project/contract and duration			
iv. Project/Contract value (\$)			
<i>Please provide the response in 'CUAICTS2021 Electronic Response 2' under 'Qualitative Requirements 5.2.1 Demonstrated Experience'.</i>			

(c) Category 3 – ICT Operations and Management Services

RESPONDENT TO COMPLETE:	
Do you wish to submit an offer for Category 3 – ICT Operations and Management Services	
Yes <input type="checkbox"/>	No <input type="checkbox"/>
If yes:	
Please list recent completed projects/contracts that relate to Category 3 – ICT Operations and Management Services .	
Each example should detail :	
i. Project/contract description	
ii. Client Organisation name	
iii. The commencement date of the project/contract and duration	
iv. Project/Contract value (\$)	
<i>Please provide the response in 'CUAICTS2021 Electronic Response 2' under 'Qualitative Requirements 5.2.1 Demonstrated Experience'.</i>	

5.2.2 Project/Contract Level Experience

From the list of recent completed projects/contracts identified in 5.2.1 select two examples to expand upon and further demonstrate the delivery of similar requirements.

The Contract Authority may contact referees as part of the evaluation process to verify claims of relevant experience. It is the respondent's responsibility to ensure that the nominated referees are contactable.

RESPONDENT TO COMPLETE:

<u>Example 1</u>
Contract/Project Name:
Client Organisation Name:
Project Dates: mm/yy – mm/yy
Total Contract Value:
Description of the scope of work undertaken:
Similarities between those contracts and requirements set out in this Request:
Contract outcomes (particularly outputs, savings, efficiencies etc):
A summary of contract issues and how these were managed:

Referee details for example 1:

Name:

Position Title:

Organisation:

Role in contract/project:

Email:

Telephone:

Please provide the response in 'CUAICTS2021 Electronic Response 2' under 'Qualitative Requirements 5.2.2 Demonstrated Experience: Example 1'.

Example 2

Contract/Project Name:

Client Organisation Name:

Project Dates: mm/yy – mm/yy

Total Contract Value:

Description of the scope of work undertaken:

Similarities between those contracts and requirements set out in this Request:

Contract outcomes (particularly outputs, savings, efficiencies etc):

A summary of contract issues and how these were managed:

Referee details for example 2:

Name:

Position Title:

Organisation:

Role in contract/project:

Email:

Telephone:

Please provide the response in 'CUAICTS2021 Electronic Response 2' under 'Qualitative Requirements 5.2.2 Demonstrated Experience: Example 2'.

6 HEAD AGREEMENT AND CUSTOMER CONTRACT INSURANCE REQUIREMENTS

HEAD AGREEMENT INSURANCE REQUIREMENTS

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

RESPONDENT TO COMPLETE:

Does the Respondent have the insurance required under Schedule 1 - Head Agreement Details? **If yes, include a copy of all certificates of currency with your offer**

Please provide the response in 'CUAICTS2021 Electronic Response 1' in the 'Insurance' 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 - Head Agreement Details? **If yes, include a copy of all certificates of currency with your offer**

Please provide the response in 'CUAICTS2021 Electronic Response 1' in the 'Insurance' worksheet.

SCHEDULE 3 – PRICING

Pricing will not be evaluated at the Head Agreement. Customers will conduct assessments into value for money for each engagement at a Customer Contract level.

SCHEDULE 4 – UNCONDITIONAL PERFORMANCE GUARANTEE

If the Customer determines that the Contractor lacks the financial capability to perform the Contract then:

- a) the Customer may seek a performance guarantee, in accordance with the form set out in Schedule 4 of the Complex SoR within the Schedule 5 - Order Forms; and
- b) if the Customer requests a performance guarantee, then the Contractor must provide the performance guarantee by the date specified by the Customer.

If an Unconditional Performance Guarantee is required, it will be stated in the Schedule 5 - Order Forms.

SCHEDULE 5 – ORDER FORMS

The following documents are pro forma sample quote, offer and acceptance forms required to be completed to form a Customer Contract under CUAICTS2021. The Contract Authority reserves the right at its sole discretion to amend these forms during the Term of the Head Agreement.

The table below outlines the process and corresponding form to establish a Customer Contract:

Step 1	Customer completes and forwards Part A: QUOTE FORM to seek quotes from selected Contractor(s) as per CUAICTS2021 Buying Rules
Step 2	Contractor(s) completes, signs and returns Part B: CONTRACTOR OFFER to the Customer by the specified date for consideration.
Step 3	Customer discusses and negotiates with selected Contractor (if applicable).
Step 4	Customer completes, signs and forwards Part C: ACCEPTANCE OF OFFER to successful Contractor to confirm an order.
Step 5	Customer notifies unsuccessful Contractors and documents justification as to why a particular Contractor was selected over other Contractors.
Step 6	Contractor delivers services.

**RESPONDENT TO READ AND KEEP THIS PART
SCHEDULE 5 - ORDER FORMS**

Instructions: Buyers to complete Part A and forward to selected Contractor(s) with Part B attached for Contractor to complete and return

PART A: QUOTE FORM

This Quote incorporates the Department of Finance Request Conditions and General Conditions of Contract [August 2019], the Common Use Arrangement (CUAICTS2021), the attachments (if applicable) and the Customer (Agency) Contract (to be completed when the quote is accepted, if applicable).

QUOTE INFORMATION

Quotation Number:			
Quotation Title: (Required)			
Date of Issue:			
Quotation Closing Date (dd/mm/yyyy):		Quotation Closing Time (hh:mm am/pm):	
Submission of Offer Details:			
Offer Validity Period:	<i>[Number of]</i> Months from closing date. <i>*Specify number of months (e.g. 3 months)</i>		

Buying Entity:			
<u>Contact Person for this Quotation</u>			
Name and Title:			
Telephone:			
E-mail:			
<u>Contract Management Contact</u>			
Name:			
Telephone:			
E-mail:			
Address:			

<u>Payment of Accounts Contact</u>	
Name:	
Telephone:	
E-mail:	
Address:	
Preferred Payment Method:	Select...

**RESPONDENT TO READ AND KEEP THIS PART
SCHEDULE 5 - ORDER FORMS**

Qualitative Criteria (if required):

E.g.:

Suitability of proposed services (xx%)

Specified personnel (xx%)

Demonstrated skills and experience to undertake projects of a similar nature (xx%)

Methodology (xx%)

(While elements of local content such as service source and locations could be included in suitability of proposed services, Local Content should not be included and assessed as a separate criterion)

SCHEDULE 1 - CUSTOMER CONTRACT DETAILS

Contract Term <i>(Select one)</i>	Select...	[insert number of months or years for initial contract term]
Contract Extension Options (if applicable) <i>(select one)</i>	Select...	<i>If an extension is applicable enter the details below, otherwise delete this statement.</i> The Customer has [insert number] options to extend the Term, each option having a, <i>one (1)</i> [year/month] duration.
Price Variation <i>(Select one)</i>	Select...	<i>If a price variation is applicable enter the details below, otherwise delete this statement.</i> [Insert Mechanism e.g. On each anniversary of the Commencement Date, the Price will be varied by the Consumer Price Index (Consumer Price Index, Australia (Cat No 6401.0): 1 All Groups, Index Numbers – Perth)]
Police Clearance <i>The Contractor must comply with police clearance request within thirty business days of the request.</i>	Select...	
Confidential Information <i>(Select one)</i>	Select...	<i>If confidential information is applicable enter the details below, otherwise delete this statement.</i> [Insert confidential information]
Intellectual Property Owner <i>(Select one)</i> <u>IMPORTANT NOTE:</u> <i>IP rights in the Head Agreement are owned by the contractor clause 23.2.</i> <i>If for this customer contract you require the IP rights to rest with the state then use Clause 23.1</i>	The owner of the Intellectual Property Rights in the New Material for the purposes of clause 23 is: Select...	

**RESPONDENT TO READ AND KEEP THIS PART
SCHEDULE 5 - ORDER FORMS**

Warranties <u>IMPORTANT NOTE:</u> Warranties in the Head Agreement are not specified as this is a contract for services.	Select...	If warranties are applicable enter the details below, otherwise delete this statement. [Insert warranties]
Payment Schedule (if any): Please insert relevant payment schedule if applicable.	(E.g. Payment on a monthly basis in arrears, 40% at provision of milestone 1 and 40% at delivery of Project Outcomes.)	
Insurances (Select one based on assessed risk level or if selection is other add details below drop down list)	Select...	
Optional Insurances (Technology (Cyber) Liability, Motor Vehicle and Compulsory Third Party Insurance are optional insurances. If these insurances are not required select N/A)	Technology (Cyber) Liability Select... for an amount not less than \$..... any one claim and in the annual aggregate. The insurance must be maintained for a period of at least 6 years after termination or expiration of the Contract.	Select...
	Motor Vehicle Third Party Select...	Select...
	Compulsory Third party Select...	Select...
Contract Management Requirements	<u>Reporting</u> <u>Meetings</u> <u>Key Performance Indicators</u> (e.g. Ability to meet specified timelines, ability to provide quality reports/service, response time to issues or attach service level documentations).	

SCHEDULE 2 – STATEMENT OF REQUIREMENTS		
Category	Service	Please Select
1	ICT Planning, Consultancy and Advisory Services	<input type="checkbox"/>
2	ICT Implementation Services	<input type="checkbox"/>
3	ICT Operation and Management Services	<input type="checkbox"/>
Customer Contract Model : <input type="checkbox"/> Outcome Based (O) <input type="checkbox"/> Time Based (T)		

OPTION 1: For low to medium risk/routine ICT service procurements
Scope of Work / Other Requirements (specify or refer to an attachment):
(e.g. Background information of the scope of services, description of the work/project to be carried out, indicative hours.)

RESPONDENT TO READ AND KEEP THIS PART
SCHEDULE 5 - ORDER FORMS

Deliverables/ Output/ Outcome (specify or refer to an attachment):

(e.g. Service Level Agreement, Report, Subscription Service, Paper, Project Plan, Managed Services with 97% customer satisfaction through survey.)

OPTION 2: For high risk/complex ICT Service procurements

The Complex Statement of Requirements (COMPLEX SoR) below should be edited, saved and reattached below:

Refer to attached document for the Statement of Requirements



COMPLEX SoR.docx

Instructions:

To access the document, double-click on the icon above. A new window will appear with the document. Please save the attachment to ensure your changes to the COMPLEX SoR is saved.

Instruction: Contractors to complete Part B and return to Buyer.

PART B: CONTRACTOR'S OFFER FORM

Contractor to complete and return to Contact Person specified in Part A Quotation Information

To:	<i>(Buying Entity name and contact person)</i>	Quotation No:	
Quotation Title:			
Contractor Name:			
Contractor Address:			
Contractor ABN:		Contractor ACN:	
Contractor's Contact Person:			
Email:		Contact No:	
Are all other details as per your Contractor Profile?		<input type="checkbox"/> Yes <input type="checkbox"/> No (If 'No', please explain)	

Quotation Details:		
<p>The Customer reserves the right to reject any Offer that does not properly address the Quote Form, and/or which contains material departures from Quote Form.</p> <p>The Respondent must confirm whether it will comply with the conditions specified in this Quote Form. If the Respondent will not comply with any clause of the Quote Form, 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 Quote Form; and</p> <p>(C) the reason for non-compliance.</p> <p>Does the Respondent agree to the Quotation Form?</p>	Select...	If no, provide details.

Participants (including subcontractors):		
Is the Respondent acting as an agent or trustee for another person or persons?	Select...	If yes, provide details.
Is the Respondent acting jointly or in association with another person or persons?	Select...	If yes, provide details.
Has the Respondent engaged, or does the Respondent intend to engage, another person or persons as a subcontractor in connection with the supply of the Services.	Select...	If yes, provide details.

**RESPONDENT TO READ AND KEEP THIS PART
SCHEDULE 5 – ORDER FORMS**

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

Select...

If yes, provide details.

Conflict of Interest:

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

Select...

If yes, provide details.

Response to requirements of Deliverable/ Output/ Outcome:

Response to Qualitative Criteria (if specified in Part A):

SCHEDULE 3 – PRICING

Instructions:

ICT Role, Hours and Hourly/Daily rate columns are only required if applicable. Insert rows for additional outcomes.

Outcome Description	ICT Role	Hours	Hourly/Daily Rate	Completion Date	Price (inc GST)
<i>Additional costs (please list and specify)</i>					
<i>Travel and accommodation (if applicable provide details)</i>					
<i>Disbursements or other charges (if applicable provide details)</i>					
TOTAL PRICE					

Attachments Yes

Contract Start Date:

Initial Contract Term
Completion Date:

Accepted Payment Method:

Please specify if limit applies to Purchasing Cards

Select...

**RESPONDENT TO READ AND KEEP THIS PART
SCHEDULE 5 – ORDER FORMS**

Instruction: Buyer to complete and forward Acceptance of Offer form to successful Contractor.

PART C: ACCEPTANCE OF OFFER

To: _____
(name of Contractor and contractor contact person)

CUSTOMER CONTRACT AWARD DETAILS (add rows if required)

Buying Entity:

Address for service delivery:

Customer Contract Title:

Customer Contract Number (use Quote # if required):

Customer Contact Name:

Contract Start Date:

Initial Contract Term:
(do not include extension options)

Extension Options: Yes No (If 'yes', please specify # and duration)

Customer Contact Name:

Customer Contact Phone No:

Customer Contact Email:

Category Selection:

1 - ICT Planning, Consultancy and Advisory Services	<input type="checkbox"/> Yes <input type="checkbox"/> No
2 - ICT Implementation Services	<input type="checkbox"/> Yes <input type="checkbox"/> No
3 - ICT Operation and Management Services	<input type="checkbox"/> Yes <input type="checkbox"/> No

Customer Contract Model: Outcome as a Service (OS) Outcome Based (OB) Time Based (TB)

Delegated Authority's Approval (if required):

Signature:			
Name:		Date:	
Position Title:			

SCHEDULE 6 – BUYING RULES

The Contract Authority reserves the right to modify the buying rules at its sole discretion at any time.

The CUA will be mandatory¹ for Western Australian Public Authorities² in the Perth Region³ for purchases over \$50,000; and non-mandatory for Public Authorities in the regions and other entities on the Approved register of who can buy from CUAs.

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

Monetary thresholds⁴	Minimum requirements for CUAICTS2021
Up to \$50,000	Discretionary Public authorities may determine the most appropriate procurement method including direct sourcing, or verbal or written quotations based on assessment of the nature of the market, complexity and risk, and process efficiency.
\$50,001 up to \$250,000	Request a minimum of two (2) quotes from CUA contractors meeting the minimum insurance cover for the Customer's assessed Risk Level.
\$250,001 up to \$10,000,000	Request a minimum of three (3) quotes from CUA contractors meeting the minimum insurance cover for the Customer's assessed Risk Level.
\$10,000,001 and above	Open tender

The table above sets out the minimum requirements only.

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

¹ ICT Services must be purchased under this Head Agreement or under GovNext-ICT CUAGNICT2015 or any subsequent similar Head Agreement

² References to a 'Public Authority' in this document is a reference to a Public Authority as defined in the *State Supply Commission Act 1991*.

³ As defined in the *Buy Local Policy 2002*.

⁴ Monetary thresholds are based on the total estimated value, including any extension options, and are inclusive of GST

SCHEDULE 7 – PROJECT PLAN

The Customer may require a Project Plan to be provided by the Contractor. If a Project Plan is required, it will be stated in the Schedule 5 – Order Forms.

SCHEDULE 8 – SERVICE LEVEL AGREEMENT

The Customer may require a service level agreement to be provided by the Contractor. If a service level agreement is required, it will be stated in the Schedule 5 – Order Forms.

SCHEDULE 9 – HARDWARE MAINTENANCE

The Customer may require hardware maintenance to be provided by the Contractor. If hardware maintenance is required, it will be stated in the Schedule 5 – Order Forms.

SCHEDULE 10 – SOFTWARE SUPPORT

The Customer may require software support to be provided by the Contractor. If software support is required, it will be stated in the Schedule 5 – Order Forms.

Note that proprietary software licences, updates and releases are not within the scope of this CUA.

SCHEDULE 11 – TRANSITION IN PLAN

The Customer may require transition in plans to be prepared by the Contractor. If a transition plan is required, it will be stated in the Schedule 5 – Order Forms.

SCHEDULE 12 – CHANGE ORDER

[If the proposed changes will vary the Specification, the Contract Details or any other technical requirements of the Customer, the following form must be completed]

The Contract is changed in accordance with the terms of this Change Order and its attachments

Change order number

 Date proposed

Name of party instigating the change

 Implementation date of change

 Details of change proposal

 Clauses affected by the
 proposal are as follows

New charges payable to the Contractor or
Customer affected by this change proposal

 Plan for implementing the change

 The responsibilities of the parties
 for implementing the change

 The new date for the acceptance
 testing of the system

 Effect of change on performance

 Effect on documentation

 Effect on training

 Effect on the users of the system

 Any other matters which the parties
 consider are important

**Execution – Signed for and on behalf of the
Customer’s representative**

 Name (print) _____

 Position _____

 Signature and date _____ / _____ / _____

Contractor’s representative

 Name (print) _____

 Position _____

 Signature and date _____ / _____ / _____

SCHEDULE 13 – ACCEPTANCE TESTING

[If the Customer may require acceptance testing to be undertaken by the Contractor, the following information may be requested]

It will be stated in the Schedule 5 – Order Forms.

1.1 Acceptance Test Details

[Insert details]

1.2 Certificate of Acceptance Form

Issued by the Customer’s representative to the Contractor

Name of Customer’s representative

The following items (Service and/or Product) have been accepted

Conditions attached to the Certificate of Acceptance

Execution – Signed for and on behalf of the

Customer’s representative

Name (print) _____

Position _____

Signature and date _____ / _____ / ____

Contractor’s representative

Name (print) _____

Position _____

Signature and date _____ / _____ / ____

SCHEDULE 14 – ESCROW

Applicable where requested for new software required to be developed for a customer. See Section 5 Complex Statement of Requirements for when escrow may be requested.

SCHEDULE 15 – SOFTWARE LICENCE TERMS – NOT APPLICABLE

SCHEDULE 16 – SALES REPORTING REQUIREMENTS



CUAICTS2021
Reporting requirem

Instructions: To access the document, double-click on the icon above. A new window will appear with the document. Respondent is to read and keep this part.

The reporting requirements to the Contract Authority are contained in the document attached in Schedule 16. Sales Report formats must meet the minimum standards outlined in the document.

SCHEDULE 17 – CONTRACTOR PROFILE

The Respondent must complete one Contractor Profile.

If the Respondent is successful, the profile will be published on the WA.gov.au website and the Finance Online Sourcing Solution.

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

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

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

Instructions/Notes:

- ***Respondents are to complete the Contractor Profile in 'CUAICTS2021 Electronic Response 2' in the 'Contractor Profile' section.***
- **Red text** must be **overwritten** by the Respondent.
- Contractor profiles must not exceed two (2) pages in total.
- The Contractor Profile template cannot be altered or fields renamed.
- Context Text Font – Arial 11.5.
- Word document file.
- Profiles that do not abide by these formatting requirements will not be accepted.

Respondents to complete their Contractor Profile in 'CUAICTS2021 Electronic Response 2' in the 'Contractor Profile' section.

COMPANY LEGAL ENTITY & TRADING NAME

ACN: xxx xxx xxx

ABN: xx xxx xxx xxx

Contact Person: **[Account Manager or Contact's Name]**

Telephone: (08) 9XXX XXXX Mobile: 04XX XXX XXX

Facsimile: (08) 9XXX XXXX

Email: name@contractor.com.au

Website: www.contractor.com.au

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

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

Hours: 8.00am to 5.00pm Monday to Friday

Additional Information: *[Keep or delete the following]* Small business; Australian Disability Enterprise; Aboriginal business

ABOUT US

[Add relevant information]

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

SKILLS, EXPERIENCE AND SERVICES

[Add relevant information]

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

Please also provide the response in the 'CUAICTS2021 – Electronic Response 2' in the 'Contractor Profile Categories' and 'Contractor Profile ICT Roles' worksheets.

Category, sub category & ICT role selections may be used for Finance's Online Sourcing Solution to assist Customers in their selection of Contractor/s for the procurement process they require

INDUSTRY PARTNERS OR AFFILIATIONS

[Add relevant information]

INDUSTRY CERTIFICATIONS AND/OR QUALIFICATIONS

[Provide information in relation to qualifications or certifications held by the organisation and number of employees in the organisation who hold the qualifications or certifications where applicable as per table format below]:

Description (Microsoft, Oracle, VM or SAP Partnerships, ISO 9001, ISO 14001, and any other certifications)	Level/Type (e.g. Silver, Gold, Platinum or state Not Applicable)	Acquired since (mm/yy)	Certificate/Qualification Attached (yes/no) If no, please state reasons why

MAJOR CLIENTS

[Add relevant information]

DELIVERY POINT

[Select from the list below which regions of Western Australia you have the capacity to supply services to]

- All of State; or
- Nominated Zone/s:
 - a. Perth Metropolitan
 - b. Avon-Midland
 - c. Central Country
 - d. Goldfields Esperance
 - e. Gascoyne
 - f. Great Eastern
 - g. Great Southern
 - h. Kimberley
 - i. Murchison
 - j. Northern Country
 - k. Peel
 - l. Pilbara
 - m. South West

INSURANCE COVER

[Select from drop down list below]

Select...

OTHER INSURANCES

[Select from below, add or delete as required]

Technology (Cyber) Liability
Motor Vehicle Third Party
Compulsory Third Party

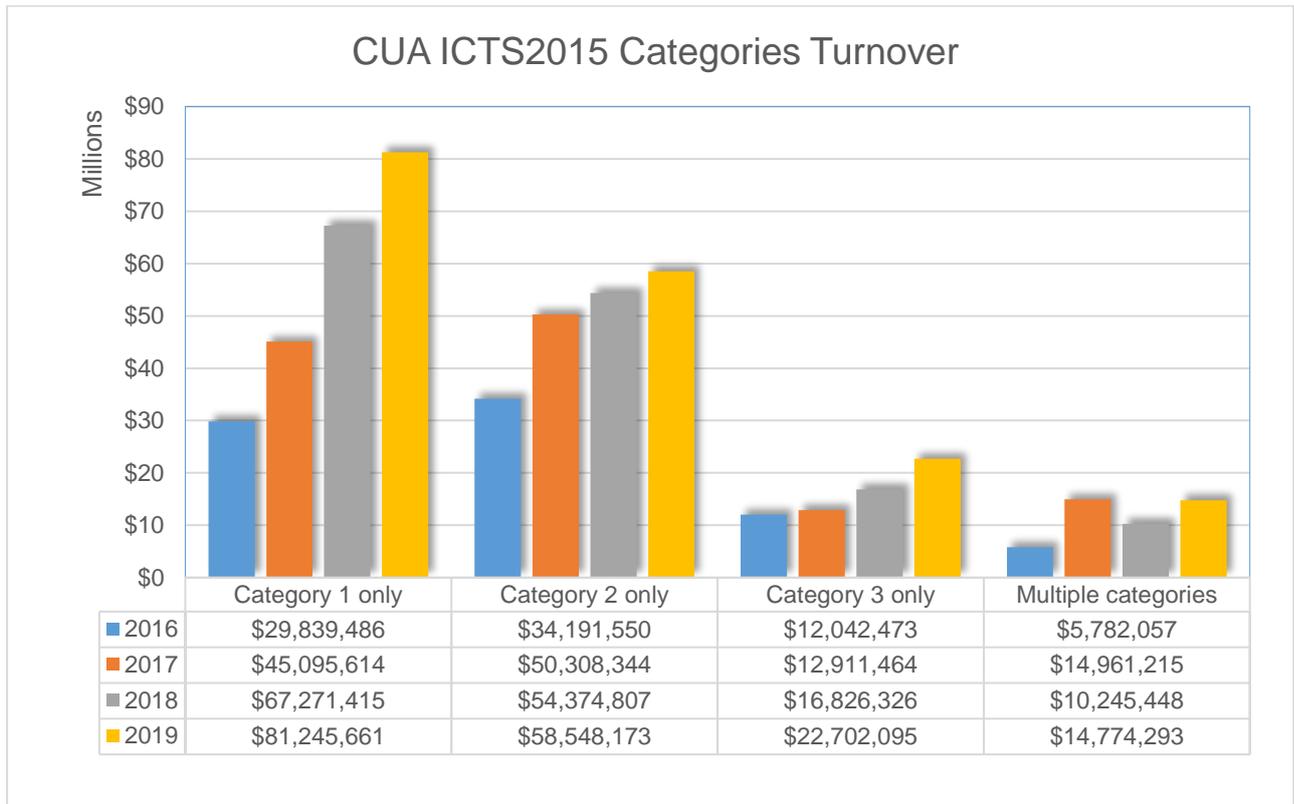
SCHEDULE 18 – HISTORICAL INFORMATION

CUAICTS2015 EXPENDITURE

To assist Respondents to prepare their submissions, historical expenditure on the current ICT Services CUA (CUAICTS2015) for all approved users is provided below.

Respondents should not rely upon expenditure history as an indication of future contract activity. The information provided does not represent a commitment of any kind with regard to future spend or usage. The Contract Authority also anticipates that there will be fluctuations in the levels of expenditure throughout the life of the CUA.

The bar chart below illustrates the spend in each CUAICTS2015 category with the total annual turnover for four complete calendar years to December 2019 of the current CUA.



Under CUAICTS2015, Public Authorities are the major users of the CUA. The tables below, represent the spend by the top ten Public Authorities in the last calendar year (2019) by each of the categories in the CUA.

Public Authority	Jan - Dec 2019
Category 1 - ICT Planning and Advisory Services	
WA Health	\$11,524,675
Public Transport Authority	\$8,904,360
Department of Fire and Emergency Services	\$8,773,975
Department of Education - Head Office	\$8,311,749
Western Australia Police Force	\$6,548,860
Main Roads Western Australia	\$3,706,976
Department of Planning, Lands and Heritage	\$3,378,122
Department of Training and Workforce Development	\$3,232,329
Department of Communities	\$2,752,910
Department of Finance	\$2,706,279

**RESPONDENT TO READ AND KEEP THIS PART
SCHEDULE 18 – HISTORICAL INFORMATION**

Public Authority	Jan - Dec 2019
Category 2 - ICT Business Solutions Implementation Services	
Department of Mines, Industry Regulation and Safety	\$11,785,237
Department of Communities	\$7,621,934
WA Health	\$5,432,447
Department of Education - Head Office	\$4,461,922
Department of Fire and Emergency Services	\$3,573,016
Department of Water and Environmental Regulation	\$3,036,619
Department of Justice	\$2,760,542
Main Roads Western Australia	\$2,211,381
Public Transport Authority	\$2,146,383
Department of Finance	\$1,955,486
Category 3 - ICT Environment Management Services	
WA Health	\$2,619,385
Department of Training and Workforce Development	\$2,559,678
Department of Mines, Industry Regulation and Safety	\$1,653,431
Main Roads Western Australia	\$1,378,431
Department of Finance	\$1,101,109
Department of Fire and Emergency Services	\$1,056,182
Department of Primary Industries and Regional Development	\$933,419
Department of Education - Head Office	\$932,830
Department of Planning, Lands and Heritage	\$929,202
Department of Local Government, Sport and Cultural Industries	\$726,193



ADDENDUM TO REQUEST DOCUMENTS

REQUEST NO.: CUAICTS2021

ADDENDUM NO.: 1

DATE OF ISSUE: 7 July, 2020

NO. OF PAGES: 1 (inc this sheet)

IMPORTANT

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

Addendum 1

Please find additional information relating to the Request for the Common Use Arrangement for Information and Communications Technology (ICT) Services (CUAICTS2021) in this Addendum No. 1.

- To unlock the CUAICTS2021 Electronic Response 1 please use the following password:
ICTS2021
- Respondents are not to add columns, rows or content to already populated cells in the CUAICTS2021 Electronic Response 1.



ADDENDUM TO REQUEST DOCUMENTS

REQUEST NO.: CUAICTS2021

ADDENDUM NO.: 2

DATE OF ISSUE: 7 July, 2020

NO. OF PAGES: 1 (inc this sheet)

IMPORTANT

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

Addendum 2

Please find additional information relating to the Request for the Common Use Arrangement for Information and Communications Technology (ICT) Services (CUAICTS2021) in this Addendum No. 2.

Please Note:

There was an error with the password in Addendum 1. The password is all lower case

icts2021

Our sincere apologies for any confusion this may have caused.



ADDENDUM TO REQUEST DOCUMENTS

REQUEST NO.: CUAICTS2021

ADDENDUM NO.: 3

DATE OF ISSUE: 8 July, 2020

NO. OF PAGES: 1 (inc this sheet)

IMPORTANT

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

Addendum 3



Government of **Western Australia**
Department of **Finance**



ICT Services CUA Tender Briefing

July 2020



ADDENDUM TO REQUEST DOCUMENTS

REQUEST NO.: CUAICTS2021

ADDENDUM NO.: 4

DATE OF ISSUE: 16 July, 2020

NO. OF PAGES: 3 (inc this sheet)

IMPORTANT

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

Addendum 4

Please find additional information relating to the Request for the Common Use Arrangement for Information and Communications Technology (ICT) Services (CUAICTS2021) in this Addendum No. 4.

1. The tender briefing has been issued as Addendum 3 on TendersWA. The briefing is in the format of PowerPoint slides accompanied by written notes. There is no requirement to attend a briefing session.
2. **Tender Query: For Goods and Services Request Conditions and General Conditions of Contract (August 2019), please clarify whether clause '12.7 Updates and New Releases' applies**

Response: This clause does not apply to CUAICTS2021 as proprietary software and software maintenance is out of scope. It is also unlikely to apply to software builds (which are in scope of the CUAICTS2021) as Agencies that have built software would be expected to pay for any upgrade.

3. **Tender Query: Based on Part A Schedule 2.9 Customer Data and Part A 1.8 Definitions of 'Customer Data' and 'System', please clarify if this extends to back office functions relating to financial management, invoicing and billing functions and reporting functions internally of the contractor? Do all these functions relating to government works require to onshore within Australia?**

Response: The Customer Data clause relates to contractor storage of agency data not contractor storage of their own data. As such, Contractors may operate their own functions offshore but where these functions include records about a customer (e.g. customer contract details for invoicing purposes), the Request and General Conditions of Contractor (August 2019) clause 19.3 applies.

4. **Tender Query: For Workers Compensation Insurance, is the requirement for Workers Compensation Insurance under Head Agreement and Customer Contract mandatory criteria for suppliers submitting the application?**

Response: Other than for sole traders (where Workers' Compensation is not required), Workers Compensation Insurance is a mandatory requirement. If Respondents are not insured at the time of submitting an offer, the Respondent must confirm that prior to being awarded the Head Agreement, they will obtain the insurance policies specified before the Commencement Date.

5. Tender Query: If the services will be delivered by an interstate resource or contractors, will the Workers' Compensation insurance cover provided under that jurisdiction meet the Western Australian Workers' Compensation insurance requirement?

Response: Interstate Contractors must comply with the requirements of Workers' Compensation and Injury Management Act 1981 (WA). Interstate Respondents must ensure their Worker's Compensation insurance complies with cross border requirements and that there is a reciprocity agreement between the applicable jurisdiction and Western Australia.

6. Tender Query: For Part B 4 (vi) Professional Standards Scheme, does this question apply only for the organisation's participation in these schemes or does it include individuals in the organisation?

Response: Disclosure of participation to any relevant schemes can either be corporate and/or individual level.

7. Tender Query: For Part B 4 (viii) Independent Evidence of Financial Solvency, how do new companies demonstrate financial position?

Response: Independent evidence of financial solvency will be considered as part of the due diligence process. If financial history is not available for your organisation, alternative evidence to demonstrate financial solvency (e.g. letter from an independent accountant) should be provided.

If demonstration of financial solvency is not possible then a business decision needs to be made as to whether it is appropriate to submit an Offer now or wait until you can demonstrate this requirement in a year or two. Finance has structured the CUAICTS2021 in a flexible manner to allow potential new suppliers to be assessed for inclusion on the CUA at regular intervals throughout the maximum 10 year Term.

8. Tender Query: For Part B 5.1 Organisational Capacity (b) Resourcing (i) and (ii), I feel I am duplicating the information in those two subsections (i): looking at functional area (and how does this relate to the Head Agreement section 2.11?) and (ii) looking at the resource?

Response: Under Resourcing, sub-criterion (i) is seeking information at a team/branch level to demonstrate how the contractual obligations under the Head Agreement will be delivered as an organisation, i.e. describes the teams responsible for service delivery, reporting, account management etc.

Sub-criterion (ii) is seeking information at personnel or individual level i.e. for key resources offered under the CUA.

There may be instances where this information is duplicated, particularly for small businesses, however Respondents should address all components of the criteria even if this is by referring to other sections within their Response.

9. Tender Query and amendment: For Part B 5.1 Organisational Capacity (b) Resourcing (ii) the table columns "Summary of industry experience" and "Relevant skills and Experience" are quite similar. Can you give me an example how you would differentiate these?

Response: The summary of industry experience should cite the Specified Personnel's completed project and contract examples.

Please amend the column 5 title of the table in Part B 5.1 (b)(ii) from 'Relevant skills and Experience' to 'Relevant Skills' only.

10. Tender Query: For *Part B 5.2 Demonstrate Experience*, may we use recent examples from the directors history to demonstrate our experience?

Response: Recent examples based on director/s history is acceptable.

11. Tender Query: For *Part B 5.2.1 Category Experience*, please list recent completed projects/contracts, what is the guidance on what timeline qualifies as “recent” please?

Response: ‘Recent’ is not defined and will be relative to the size and experience of the Respondent’s offer.

12. Tender Query: For *Part B 5.2.2 Project/Contract Level Experience* ‘select two examples to expand upon and further demonstrate the delivery of similar requirements’, do you require two examples overall or two examples per category?

Response: Expand on two examples overall, not per category.

13. Tender Query: Is there an implication of having a small number of employees?

Response: Business size will not impact the assessment of your Offer providing all of the Request requirements are met. CUAICTS2021 is geared towards offering services from a range of small, medium and large businesses.

14. Tender Query: For the *Contractor Profile Categories worksheet* in ‘*CUAICTS2021 Electronic Response 1*’, clarify the process for Respondents to add their own service category descriptions and what will the category descriptions be used for?

Response: Additional sub-categories (and descriptions) must be offered under the three defined categories:

- Category 1 – ICT Planning, Consultancy and Advisory Services
- Category 2 – ICT Implementation Services
- Category 3 – ICT Operations and Management Services

Acceptance of additional sub-categories will be at the discretion of the Contract Authority, and may be subject to further negotiation prior to being added to a Contractor Profile. Sub-categories will supplement the Contractor Profile and also facilitate the search for suitable contractors.

15. Amendment: To the *Insurance Details worksheet* in ‘*CUAICTS2021 Electronic Response 1*’

Please amend clause reference ‘s.172(5)’ to ‘s.175(2)’ of the Worker’s Compensation and Injury Management Act 1981 (WA).

16. Tender Query: For ‘*CUAICTS2021 Electronic Response 2*’, are we required to respond within the template provided, or are we able to use our own format / template, so long as we have the key sections, headings and tables replicated per the template

To assist with our evaluation it is our preference that the Electronic Response 2 template be adhered to with the exception of formatting changes e.g. A4 to A3, font style and size changes etc.



ADDENDUM TO REQUEST DOCUMENTS

REQUEST NO.: CUAICTS2021

ADDENDUM NO.: 5

DATE OF ISSUE: 23 July, 2020

NO. OF PAGES: 1 (inc this sheet)

IMPORTANT

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

Addendum 5

Please find following Addendum No.5 offering further clarification on the Request for the Common Use Arrangement for Information and Communications Technology (ICT) Services (CUAICTS2021).

- 1. Tender Query: For Part A Schedule 1 “Head Agreement Details and Customer Contract Details” and Electronic Response 1 “Insurance Details” worksheet in regards to Worker’s compensation insurance principal’s indemnity cover - would the principal be the Department of Finance, or all clients falling under the CUA?**

Response: The extended cover for the Workers Compensation insurance should be noted in the certificate by way of a *blanket endorsement principal’s indemnity and waiver of subrogation* (i.e. there is no need to name specific principals).

- 2. Tender Query: For Part B 5.1 Organisational Capacity, (b) Resourcing (ii), in the table that specifies "Details of Specified Personnel, including Account Manager, that will support the CUA, please define the word "support" and the roles you consider someone to be in "support" of the CUA.**

Response: Roles considered to be in "support" of the CUA and should be listed in the table would include:

- At Head Agreement level the Specified Personnel responsible for:
 - Account Management
 - Reporting requirements (WAIPS, Sales data etc.)
 - Dispute resolution
- At Customer Contract level it should include:
 - Operational Management (i.e. Account Manager for service delivery, payment of invoices)
 - Primary/lead consultants for each of the nominated categories (as applicable)

Respondents should note Specified Personnel information may also be requested within Customer Order forms specific to their Customer Contracts.