



Request

REQUEST TITLE:

Common Use Arrangement (CUA) for Human Resources & Investigation Services

REQUEST NUMBER:

CUAHR2021

CLOSING TIME:

2:30 PM Thursday, 8th October 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. CUAHRS2021

1. INTRODUCTION

1.1 BACKGROUND

This Request invites prospective Respondents to enter into a Common Use Arrangement (CUA) with the Department of Finance (Finance) to provide skilled and cost effective human resources services and/or human resources investigation services to Western Australian Public Authorities¹ and other entities on the Approved register of who can buy from CUAs².

The primary objective of the CUA is to supplement the human resource skills and resource functions within organisations in accordance with Public Sector Standards in Human Resource Management, the *Public Sector Management Act 1994*, the *Security and Related Activities (Control) Act 1996* and other Government Policy or Regulations relevant to Recruitment and Human Resource Services.

This CUA:

- will replace the Human Resources (HR) and Investigation Services CUA HRS2015 that expires on 30 June 2021
- will have an initial contract term of three (3) years with two (2) x two (2) year extension options available at the absolute discretion of Finance.

Respondents can nominate for one or more of the following categories:

Category 1: HR Investigation Services

Category 2: Job Design and Classification Services

Category 3: Recruitment Services for Levels 1 to 8

Category 4: Executive Recruitment Services (Non Mandatory)

Categories 1, 2 and 3 will be mandatory for use by Western Australian Public Authorities in the Perth region³ and optional for Public Authorities in other regions. Category 4 is non-mandatory.

It is anticipated that CUA HRS2021 will commence on 1 July 2021.

Estimated CUA HRS2021 Turnover

The estimated turnover for this Contract is \$63 million over the full seven (7) year term. Turnover may vary due to economic conditions, budgetary fluctuations, and the status of the Western Australian labour market.

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

² The current version of the [Approved register of who can buy from CUAs](#) is available from WA.gov.au.

³ As defined in the *Buy Local Policy 2002*

Number of CUA Contractors

A panel of Contractors will be appointed to each category as outlined below:

Category Number	Category Name	Estimated number of Contractors
Category 1	HR Investigations	Approximately 30
Category 2	Job Design and Classification	Approximately 20
Category 3	Recruitment Management	Approximately 30
Category 4	Executive Recruitment Services	Approximately 20

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 to submit an offer electronically.

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 to TendersWA must include the following:

- The 'CUAHR2021 Electronic Response 1' in Microsoft Excel format to address the information requested in:
 - Part B - 2 Identity of Respondent
 - Part B - 4 Compliance and Disclosure Requirements
 - Part B – 5 Qualitative Requirements (for 'Referee' information only)
 - Part B – 6 Insurance Requirements
 - Schedule 3 – Pricing

'CUAHR2021 Electronic Response 1' is available for download on Tenders WA together with this Request document.



CUAHR2021
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).

- The 'CUAHR2021 Electronic Response 2' in Microsoft Word format to address the information requested in:
 - Part B - 5 Qualitative Requirements
 - Schedule 17 – Contractor Profile

'CUAHRS2021 Electronic Response 2' is available for download on Tenders WA together with this Request document.



CUAHRS2021
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).

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

1.5 BRIEFING

The CUAHRS2021 tender briefing will be issued via an addendum on TendersWA.

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 JOHN LAMB OR RIKI MORROW. CONTACT DETAILS ARE AS FOLLOWS:

Name: John Lamb

Telephone: (08) 6551 1393

E-mail: John.Lamb@finance.wa.gov.au

OR

Name: Riki Morrow

Telephone: (08) 6551 1379

E-mail: Riki.Morrow@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.

2. SELECTION PROCESS

2.1 SELECTION PROCESS

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

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

- a). apply relevant State Supply Commission and Government policies to the assessment of Offers;
- b). assess Offers against the Compliance and Disclosure Requirements in Section 4 in Part B;
- c). assess Offers against the Qualitative Requirements in Section 5 in Part B;
- d). assess Offers against the Insurance Requirements in Section 6 in Part B; and
- e). assess the Offered Prices which includes assessing the Offered Price and Pricing Requirements in Schedule 3.

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

2.2 STATE SUPPLY COMMISSION AND GOVERNMENT POLICIES

The following State Supply Commission policies apply to this Request:

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

The following Government policies apply to this Request:

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

The Buy Local Policy can be viewed and downloaded at www.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 \(https://industrylink.wa.gov.au\)](https://industrylink.wa.gov.au).

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

SCHEDULE 1 – HEAD AGREEMENT DETAILS AND CUSTOMER CONTRACT DETAILS

HEAD AGREEMENT DETAILS

1. Contract Authority	The Contract Authority is the Director General, Department of Finance, as delegate of the State Supply Commission.
2. The Term of the Head Agreement	The Term of the Head Agreement is three (3) years 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 two (2) options to extend the Term, each option having a two (2) year duration.
5. Notice of Extension	Clause 3.8 of the General Conditions applies.
6. Price Variation	<p>6.1 Price variation</p> <p>The Contractor's maximum prices will be fixed for the first year of the Term. On each anniversary of the Contract Commencement Date, the maximum price may be varied by the Consumer Price Index (Consumer Price Index, Australia (Cat No 6401.0): 1 All Groups, Index Numbers – Perth).</p> <p>The Contractor shall apply in writing for the Contract Authority's approval each time a revised price is to be applied to the Contract. Twenty one (21) days prior notice is required for a Price Variation request.</p> <p>Documentation will be required to justify applications for increased Head Agreement prices during the term of the Head Agreement.</p> <p>Where a Contractor has failed to make an application prior to the anniversary of the contract commencement date, the Contractor would be precluded from applying for the published CPI price increase until the following year. Any request by the Contractor for the back-payment of previous price variations will not be considered.</p> <p>No price variation is payable unless and until approved by the Contract Authority.</p> <p>The Contractor may request a reduction to its maximum Head Agreement prices at any time.</p>
7. Public Liability	Public Liability insurance covering the legal liability of the Contractor and the Contractor's Personnel arising out of the Services for an amount of not less than \$10 million for any one occurrence and unlimited in the number of occurrences happening in the period of insurance.
8. Workers' Compensation	Workers' compensation insurance in accordance with the provisions of the <i>Workers' Compensation and Injury Management Act 1981</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. The insurance policy must be extended to cover any claims and liability that may arise with an indemnity under section 175(2) of the <i>Workers' Compensation and Injury Management Act 1981</i>.
9. Contract Management Requirements	<p>The Contract Authority will retain the rights and responsibility for major dispute resolution, extensions, variations and termination issues regarding all Panels and Categories established under the Head Agreement. The Contract Authority will retain responsibility for all contractual management functions.</p> <p>Reporting</p> <p>The contractors will be required to provide Finance with the following reports:</p> <ul style="list-style-type: none"> • Quarterly Sales Reports

**PART A - HEAD AGREEMENT DETAILS AND CUSTOMER CONTRACT DETAILS
RESPONDENT TO READ AND KEEP THIS PART A**

	<p>Contractors must submit complete quarterly sales reports within 30 calendar days of the end of each quarter. Refer to Schedule 16 Reporting template.</p> <ul style="list-style-type: none"> • WAIPS Reporting: The Contractor shall provide a WAIPS report (Department of Jobs, Tourism, Science and Innovation (JTSI) requirement) each year to the Contract Authority as per the timeframe indicated in this Schedule 1 (Head Agreement Details), clause 18 of this Request. • Ad Hoc Reporting The Contract Authority reserves the right to request ad-hoc reporting from the Contractor as required. <p><u>Meetings</u> 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> The Contractor is responsible for maintaining the currency of their Contractor Profile.</p> <p><u>Key Performance Indicators</u> The Contractor and the Contract Authority will monitor the Key Performance Indicators (KPIs) as defined in Schedule 2 (Specification / Statement of Requirements), section 4.12 of this Request.</p> <p><u>Contract Authority's Representative</u> Riki Morrow Contract Manager Department of Finance E-mail: Riki.Morrow@finance.wa.gov.au Telephone: (08) 6551 1379</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>
<p>10. Confidential Information</p>	<p>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.</p>
<p>11. Panel Arrangement</p>	<p>This Request is to establish a Panel Arrangement. Clause 4(b) of the General Conditions applies.</p>
<p>12. Police Clearance</p>	<p>Clause 18.4 of the General Conditions applies.</p>
<p>13. Confidential Declaration – Prevention of Paedophilia</p>	<p>Clause 18.5 of the General Conditions does not apply.</p>
<p>14. Warranties</p>	<p>For the purposes of clause 19.5 of the General Conditions, no warranties are specified.</p>
<p>15. Intellectual Property Owner</p>	<p>Category 1: HR Investigations The State of Western Australia is the owner of the Intellectual Property Rights in New Material for the purposes of clause 23.1 of the General Conditions.</p>

**PART A - HEAD AGREEMENT DETAILS AND CUSTOMER CONTRACT DETAILS
RESPONDENT TO READ AND KEEP THIS PART A**

	<p>Category 2: Job Design and Classification, Category 3: Recruitment Management, and Category 4: Executive Recruitment Services The Contractor is the owner of the Intellectual Property Rights in New Material for the purposes of clause 23.2 of the General Conditions.</p>
<p>16. Publicity</p>	<p>For the purposes of clause 24.4 of the General Conditions, no other Public Authority is specified.</p>
<p>17. Termination Without Cause</p>	<p>a) Unless stated to the contrary in the Head Agreement Details, the Contract Authority may, in its absolute discretion and for its sole benefit, terminate this Head Agreement without cause in whole or in part at any time by 30 days (or such other period as may be agreed between the parties) prior written notice to the Contractor. The Contractor will immediately comply with any directions given by the Contract Authority in the notice. No compensation will be payable by the Contract Authority to the Contractor in the event of termination pursuant to this clause 17.</p> <p>b) Termination of the Head Agreement under sub-clause (a) does not have any effect on any Customer Contracts entered into prior to the date of termination of the Head Agreement, but for the avoidance of doubt the Contractor may not enter into any new Customer Contracts after the date of termination of the Head Agreement.</p>
<p>18. Western Australian Industry Participation Strategy – Requirements For 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> <p>(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</p> <p>(B) a Final Report no later than two months after the expiry of the Head Agreement.</p> <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>

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 Customer will specify the option/s to extend the Term for the period/s (as applicable) in the Order.
5. Notice of Extension	Clause 3.4 of the General Conditions applies.
6. Price Variation	The Price is fixed for the Term. In the event that new Head Agreement prices become effective during the Term of the Customer Contract and the Customer chooses to extend the Customer Contract, the new Head Agreement prices will apply from the commencement date of the Extension.
7. Public Liability	<p>Applicable to all Categories (1, 2, 3 and 4)</p> <p>a). 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.</p>
8. Professional Indemnity.	<p>Applicable to Category 1 – HR Investigations only</p> <p>Professional indemnity insurance covering the legal liability of the Contractor and the Contractor's Personnel under the Customer Contract, arising out of any act, negligence, error or omission made or done by or on behalf of the Contractor, or any subcontractor in connection with the Contract for a sum of \$5 million for any one claim and in the annual aggregate, with a provision of one automatic reinstatement of the full sum insured in any one period of insurance.</p> <p>Professional indemnity insurance required under this clause must include:</p> <p>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> <p>Applicable to Categories 2, 3 and 4 only</p> <p>Professional Indemnity insurance covering the legal liability of the Contractor and the Contractor's Personnel under the Customer Contract, if awarded, 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 \$2 million for any one claim and in the annual aggregate, with a provision of one automatic reinstatement of the full sum insured in any one period of insurance.</p> <p>Professional indemnity insurance required under this clause must include:</p> <p>a). fraud; b). dishonesty; c). infringement intellectual property rights; d). loss of or damage to documents and data; and e). breach of Australian Consumer Law.</p>
9. Workers' Compensation	<p>Applicable to all categories (1, 2, 3 and 4)</p> <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>

**PART A - HEAD AGREEMENT DETAILS AND CUSTOMER CONTRACT DETAILS
RESPONDENT TO READ AND KEEP THIS PART A**

	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>.
10. Contract Management Requirements	Reporting Customer contract management reporting requirements (as applicable) will be specified in the Order Form.
SPECIAL CONDITIONS	
11. Confidential Information	The Customer specifies the following information to be "Confidential Information" under paragraph (b) of the definition of "Confidential Information" in Clause 2.1 of the General Conditions: All information within Western Australian Public Authorities and Other CUA Approved Users is of a sensitive nature and confidential. Human Resources and Investigations Services providers should not discuss, pass on or transmit information during or after their engagement without the express authority of the Director General or their delegate.
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	Category 1: HR Investigations The State of Western Australia is the owner of the Intellectual Property Rights in New Material for the purposes of clause 23.1 of the General Conditions. Category 2: Job Design and Classification, Category 3: Recruitment Management and Category 4: Executive Recruitment Services 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	Clause 23.1 (e) of the General Conditions applies.
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.

SCHEDULE 2 – SPECIFICATION / STATEMENT OF REQUIREMENTS

1. STATEMENT OF REQUIREMENTS

This CUA is on behalf of the Western Australian State Government Agencies to provide Human Resource (HR) services and HR investigation services. The CUA will cover the engagement of HR and investigation services required by Customers for assignments or to meet special needs.

This Request document outlines the requirement for a new CUA HRS2021 for the provision of HR and investigation services in the Perth region and replaces the current arrangement CUA HRS2015 which expires on 30 June 2021.

The total contract spend for CUA HRS2021 is estimated at \$9 million per annum.

Western Australian State Government Agencies follow guidelines promulgated by the Public Sector Commission for the use of HR services.

Contractors should ensure that services for this CUA are carried out in accordance with Public Sector Standards in Human Resource Management, The Public Sector Management Act 1994, The Security and Related Activities (Control) Act 1996 and any other Government Policy or Regulation relevant to Recruitment and Human Resource Services.

2. CUA OBJECTIVES

The objectives and scope of work of this CUA is to supplement human resource skills and resources within government, provide HR investigation services, and deliver efficiencies through streamlined buying processes by providing agencies with an efficient and effective way to purchase these services within the Perth region.

3. SPECIFICATION

3.1 CATEGORIES

The required services under the HR and Investigation Services CUA have been grouped into the following four categories. Respondents will be able to bid for one or more categories as outlined in the following table:

Category 1 – HR Investigation Services
Category 2 - Job Design and Classification Services
Category 3 – Recruitment Services (for Levels 1-8)
Category 4 - Executive Recruitment Services (Non Mandatory)

3.2 OUT OF SCOPE

The requirement for HR and investigation services provided under this arrangement does not include the following HR services which are considered out of scope:

- HR Consulting
- Employee Relations
- Occupational Safety and Health
- Wellness or Wellbeing Programs
- Outplacement and/or Career Transition Services.

3.3 CATEGORY 1 – HR INVESTIGATION SERVICES

Contractors providing services under this category will:

- Work collaboratively with Public Authorities and have in-depth knowledge and experience on the provisions of the Public Sector Management Act 1994; Occupational Safety and Health Act 1984, Corruption, Crime and Misconduct Act 2003, Workers Compensation and Injury Management Act 1981 and any other legislation or regulations to guide the manner in which investigations are carried out to ensure compliance is adhered by the agency.
- Undertake a range of investigations including those that involve alleged, suspected and proven activities that may lead to criminal and civil prosecutions, and administrative decisions (e.g. disciplinary and misconduct issues). This may also include investigations leading to other administrative and workplace decisions (e.g. grievance and substandard performance issues).
- Provide advice required by a Customer concerning investigation frameworks, processes and techniques involved in dealing with the investigation, as well as advice on when it is appropriate to undertake an 'Improvement Action' rather than an investigation.

As a condition of contract, Contractors must be aware of the terms of the *Security and Related Activities (Control) Act 1996* (WA) and related legislative instruments. When required under the Act, the Contractor must ensure that they hold:

- an Inquiry Agent's Licence before advertising investigation services, and/or
- that their nominated investigator(s) holds an Investigator's Licence.

If a Customer requests that a Contractor carries out an investigation that would require the Contractor and/or its consultant(s) to hold a licence and the Contractor or consultant(s) does not hold the appropriate licence(s) they must:

- Inform the relevant Customer that they are unable to undertake the investigation; or
- If it comes to light during the course of an investigation, cease the investigation and inform the relevant Customer at the earliest opportunity.

The requirements for HR investigation services provided under this arrangement are as follows:

- **Planning**
 - Review the background material and any draft investigation plan provided by the Customer.

- Meet with the Customer during the planning phase upon request to clarify issues.
- Identify to the Customer any specialist investigative resources required (e.g. computer forensics, financial accounting etc.) to successfully conduct and complete the investigation.
- Finalise investigation plan appropriate to the allegations (including a list of relevant persons / witnesses).
- Provide an estimate of hours required.
- **Case Management**
 - Identify, source and assess other relevant material.
 - Schedule and conduct interviews (including video/audio recording where appropriate).
 - Maintain progress records (including decisions made in the course of the investigation e.g. of witnesses not to be interviewed).
 - Review material collected.
 - Undertake progress meetings with Customers to provide an update in relation to hours, costs and status of investigation. An agreed written record of any progress meetings and any variations should be maintained and retained by both the Customer and Contractor.
- **Reporting**
 - Prepare draft report (including allegations, recommendations on findings and relevant legislation);
 - Distribute draft report (e.g. for factual clarification) where applicable;
 - Analyse response(s) from affected person(s);
 - Finalise report, with recommendations and relevant correspondence for the customer's signature; and
 - Submit quality end report.

3.4 CATEGORY 2 – JOB DESIGN AND CLASSIFICATION SERVICES

Contractors providing services under this category will:

- Work collaboratively with the Customer (considering the responsibilities of the designed job, organisational structure, and Customer outcomes) to:
 - Provide expert advice on job design, and/or;
 - Conduct job design and classification review processes, including:
 - Prepare classification business cases (i.e. request type and catalyst, work changes, employee impacts, funding source, flow-on effect).
 - Draft and/or amend job descriptions/role statements.
 - Undertake and draft classification assessment and recommendations.
 - Prepare draft and final criteria progression reports with recommendations.

3.5 CATEGORY 3 – RECRUITMENT SERVICES FOR LEVELS 1-8

Contractors providing services under this category will:

- Work collaboratively with the Customer (considering the context of the position/s to be filled and the Customer’s operating requirements) to:
 - Provide advice on pre-recruitment planning and support, best practice recruitment, innovative retention strategies, and candidate assessment techniques; and
 - Provide assistance with recruitment processes and decisions (including the provision of reviewable/transparent documentation, quality and timely feedback to candidates). The assistance provided may range from a specific part of the recruitment process through to a complete recruitment solution. This will vary in accordance with the Customer’s requirements.

3.6 CATEGORY 4 – EXECUTIVE RECRUITMENT SERVICES (NON MANDATORY)

This non-mandatory category is for the recruitment and selection advice and/or services for the appointment of Commissioners, Chief Executive Officers/Directors General and the Senior Executive Service (SES).

Recruitment services will range from a specific part of the recruitment process through to the end-to-end recruitment process. This can include:

- advice on pre-recruitment planning and support, best practice recruitment, innovative retention strategies, and candidate assessment techniques; and/or
- providing assistance with recruitment processes and decisions (including the provision of reviewable and transparent documentation, and quality and timely feedback to candidates).

4. SERVICE REQUIREMENTS

4.1 Supply of HR Services and Investigation Services

It is important that a high level of customer service be maintained while delivering HR services and/or investigation services under the CUA. Those services standards also need to extend to the accuracy of administrative, accounting and billing operations associated with the provision of HR and investigation services.

The nature of HR and investigation services requirement is such that it is not always possible to give advance notice of the demands that would allow sourcing to be made well ahead. A significant proportion of all HR and investigation services requirements may have to be supplied with advance notice of one week or less. Occasionally the intended requirements may have to be deferred or cancelled because of special circumstances.

The Contractor shall:

- a) Manage standards, processes and quality and ensure that consultants are supplied at the tendered rates.
- b) Maintain the capability to provide a consistent and high level of service to all Customers associated with the provision of HR and investigation services.

- c) Ensure quality processes are in place to assess the suitability of the consultants offered. Consultants offered must be acceptable and up to expectations of the Customers at all times.
- d) Advise the Consultant supplied of the requirements of this CUA, particularly confidentiality requirements, security and occupational safety and health matters.
- e) Possess financial capacity to pay their consultants, being aware that not all Customers may meet payment deadlines.
- f) Carry out services as requested by the Customer, including any additional requirements that may be requested in the Order Form.
- g) Provide indicative number of hours to undertake the services to the Customer prior to commencement of the service. Report to the Customer where it is envisaged that the number of hours may exceed the original estimate. Customer approval to proceed is required where the original estimate is exceeded.
- h) Work closely with the Department of Finance, Public Sector Commission and/or the Customer and other relevant stakeholders (which may include the WA Industrial Relations Commission, employee representatives, the Equal Opportunity Commission etc.) on all relevant aspects of the task/service the Contractor has been engaged to deliver.
- i) Maintain to a safe and operational standard all machines or equipment and tools used for providing the services.
- j) Provide feedback to the Customer and Contract Authority on any issues, opportunities for improvement and minimising costs.
- k) Report to the Customer representative any poor, unsafe or improper practices by the Customer's employees that may impact on the services of the Contractor or the Consultant supplied to the Customer.
- l) Maintain records of services performed in sufficient detail to permit performance monitoring and auditing by the Customer and to provide the information to the Customer within 5 working days if requested.
- m) Participate in regular reviews of its performance by the Contract Authority and comply with the policies and guidelines related to the use of HR services by Public Authorities.
- n) Maintain the currency of each HR Consultant and/or HR investigator's development and knowledge by attending relevant seminars, information sessions run by the Public Sector Commission, and keeping up to date with relevant legislation and industry changes.

4.2 Organisational and General Requirements

The Contractor shall:

- a) Have suitable infrastructure in place with dedicated resources capable of providing HR and investigation services to the Customers for the duration of the Contract Term.
- b) Have a proven track record and expertise in providing HR and investigation services to organisations of a similar nature, in size and scope to Public Authorities.
- c) Possess excellent references and credentials in the HR and investigations services arena.

- d) Provide consultants with the required skill sets and quality expectations of Customers for the duration of the CUA.
- e) Offer HR and investigation services that must be acceptable and up to the expectations of the Customers at all times and meet any specific work related requirements (for example have a Working With Children Card and/or a National Police Clearance).
- f) Ensure any change in a nominated consultant for a particular service is reported to the Customer, and a consultant with the same level or greater level of expertise nominated in their place. The Customer has the right to request an alternative consultant.
- g) Maintain sufficient consultant resources so that consultants may be supplied at short notice and also source consultants with the experience required to meet the anticipated needs of the Customers.
- h) Ensure that all consultants offered to the Customer are familiar with the Public Sector Commission's *Commissioner's Instruction NO. 7 - Code of Ethics* and the Customer's Code of Conduct; and
- i) Ensure that all consultants offered are courteous and pro-active in advising the Customer and are responsive to Customer queries.
- j) Ensure that the Finance contract manager is advised of any key changes (i.e. address changes, identity of the company, and key contact details) prior to the changes taking effect.

4.3 Subcontracting

The Contractor may use affiliated firms, partners or second tier suppliers to access HR services resources. The Contractor may also have a contractual link with its affiliated firms, partners or second tier suppliers to access HR and investigation services resources. However, the Contract Authority and the Customer only have a contractual relationship with the Contractor. All HR services consultants provided are deemed to be employees of the Contractor. Contractors are required to disclose any subcontracting arrangements in their Offer (as per Section 4(b)(i) Compliance and Disclosures of this Request) and notify Finance in the event that these arrangements change. The Contractor should also inform the Customer of these arrangements given that these may change depending on the nature and/or number of Customer Contracts that a Contractor has in place.

4.4 Support Hours

The Contractor must provide to the Customer the contact details of the representative for service enquiries, queries or request for services. The Contractor Representative must be contactable by the Customer:

- a) During working hours from 0800 to 1700, Western Standard Time (Perth, WA time), Monday to Friday (except WA public holidays): and
- b) The contact details to be provided to a Customer shall include:
 - Name / Title;
 - Telephone;
 - Physical Address; and
 - E-mail.

4.5 HR and Investigation Services Consultants Security Check

The Customer may request that the Contractor's consultants who provide services under this CUA undergo a police clearance check and/or other security clearance check of criminal convictions and/or associations. All such police or security checks will be at no cost to the Customer. The Customer shall advise the Contractor prior to the engagement, if there is a requirement for such security checks.

4.6 Buying Rules

The Buying Rules for the Contract are detailed in Schedule 6 of this document.

4.7 Pricing

Contract Prices will be published in the Buyers Guide.

Customers may request an hourly rate based quote or a fixed price/project based quote.

4.8 Ordering

The Contractor must acknowledge the receipt of an Order Form from a Customer within 24 hours. Following the receipt of an Order Form, the Contractor must provide the Customer with potential consultants for the requirement within one (1) to four (4) Business days, unless a longer turnaround time is agreed with the Customer. If a suitable consultant cannot be offered within the timeframe specified by the Customer, the Contractor must notify the Customer. A sample of an Order Form is illustrated in Schedule 5.

4.8.1 Customer Contract Reference Number

The Contractor must specify a Customer Contract Reference Number in the Order Form for every quote they receive from a CUA buyer. If the quote is accepted, invoices will be issued under that particular Customer Contract Reference Number. This reference number must be created by the Contractor, kept on record by both the Contractor and the CUA buyer, and specified in the Contractor's sales report at the end of the quarter (as per Schedule 16 – Sales Reporting Requirements).

4.9 Invoicing and Payments Management

The Contractor will work with the Customer to determine their specific accounting and management reporting needs.

Payment by Public Authorities (and approved users) will be provided in accordance with the General Conditions and Treasurer's Instructions.

4.9.1 Invoicing

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

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

- d). invoices are issued at the frequency agreed between the Customer and the Contractor.

The Contractor must respond to the invoicing queries from the Customer within two (2) Business Days. The Contractor’s accounts team must have regular communication with their customer service representatives to ensure the accuracy of Customer billing information.

4.9.2 Payments by Purchasing Card

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

If the Customer requests the ability to make payments using the Western Australian Government Purchasing Card (P-Card) and the Contractor accepts payment by credit card, the Contractor must accept payment without charging any additional fees.

4.10 Customer Contract Management

The Contractor must promptly respond to any concerns raised by the Customer during a Customer Contract. The Contractor must work with the Customer to ensure a sound resolution is reached in instances where the Customer has raised service concerns.

4.11 Contract Management

The Contract Authority will monitor and manage Contractors under this framework.

4.11.1 Key Performance Indicators

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

KPI	KPI target	Frequency
Sales reports submitted on time and correctly	<p><i>Standards of performance:</i> Sales reports completed correctly and submitted no later than 30 Calendar Days post the end date of a relevant 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 date in which the report was forwarded to the Contract Authority.</p> <p>Accuracy rate of 100% expected.</p>	<p><i>Frequency of Report:</i> Quarterly (in the quarterly sales reports). Measurement will be recorded from the submitted quarterly sales reports.</p>
Currency of Insurance Certificates	<p><i>Standards of performance:</i> 100% of insurance certificates submitted to the Contract Authority no later than 20 Business Days</p>	<p><i>Frequency of Report</i> Ongoing as they expire annually.</p>

	post the expiry of the previous certificate.	Measurement will be recorded through the Contract Manager monitoring the currency of contractor’s insurances.
Contractor performance / customer satisfaction	<i>Standards of performance:</i> The contractor’s performance under the CUA during the measurement period must meet or exceed 90% – as measured by the contractor performance survey.	<i>Frequency of Report</i> At the discretion of the Contract Authority Measurement will be via a Customer Satisfaction Survey conducted by the Contract Manager. Additionally, the Contract Manager may make a feedback survey available to CUA users at their sole discretion.
Contract rates correctly applied for all engagements.	<i>Standards of performance:</i> CUA contract rates must be correctly applied and a 100% success rate is required annually.	<i>Frequency of Report:</i> At the discretion of the Contract Authority Measurement will be recorded at the discretion of the Contract Authority (e.g. through a sample audit of supplier sales data and invoices). CUA buyers will also be encouraged to provide feedback to the Contract Manager to assist in the monitoring of performance.

4.11.2 Quarterly Sales Reporting

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

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

Workforce Reporting

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

4.11.3 Ad Hoc Reporting

At any time, the Contract Authority or the Customer may request the Contractor to provide ad hoc reporting relating to the Engagements entered into by the Contractor. The format and frequency of these reports is at the discretion of the

Contract Authority or the Customer (as applicable) and must be provided by the Contractor at no cost.

4.11.4 Contract Management meetings

The Contractor will be required to attend contract management meetings, which will be scheduled as and when required by the Contract Authority.

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 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;
- e). nominate any Offer Information that the Respondent wishes to expressly and reasonably nominate as confidential for the purposes of the Request Conditions; and
- f). complete the Microsoft Excel pro forma “CUAHR2021 Electronic Response1” (provided at ‘1.2 Submission of Offer’ in this Request) and submit this with the Offer. The file on the electronic media must be named as:

'INSERT RESPONDENT NAME HERE' CUAHR2021 Electronic Response 1.xlsx

2. IDENTITY OF RESPONDENT

The Respondent must provide their identity details in the Electronic Response Form:

RESPONDENT TO COMPLETE:
Please provide the response in the ‘CUAHR2021 Electronic Response 1’ in Microsoft Excel file format 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 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; and
- (C) the reason for non-compliance.

RESPONDENT TO COMPLETE:

Please provide the response in 'CUAHR2021 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; and
- (C) the reason for non-compliance.

RESPONDENT TO COMPLETE:

Please provide the response in 'CUAHR2021 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 'CUAHR2021 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 'CUAHR2021 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 'CUAHR2021 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 the 'CUAHS2021 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 the 'CUAHS2021 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 the 'CUAHR2021 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) Competitive Neutrality

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

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

https://www.treasury.wa.gov.au/Treasury/Publications/Costing_and_Pricing_Guidelines/

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

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

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

RESPONDENT TO COMPLETE:

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

Please provide the response in the 'CUAHR2021 Electronic Response 1' in the 'Compliance and Disclosure' worksheet.

(vii) 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 the 'CUAHR2021 Electronic Response 1' in the 'Compliance and Disclosure' worksheet.

(viii) Disclosure of Information between Revenue WA 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 Revenue WA or his or her delegates as to the financial details of the Respondent, and to the Western Australian Commissioner of Revenue WA 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 Revenue WA or his or her delegates as to the financial details of the Respondent, and to the Western Australian Commissioner of Revenue WA 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 the 'CUAHR2021 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 Revenue WA or his or her delegates, and to the Western Australian Commissioner of Revenue WA 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 the 'CUAHR2021 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 the 'CUAHR2021 Electronic Response 1' in the 'Compliance and Disclosure' worksheet.

(ix) 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 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:

Does the Respondent agree to provide independent evidence of financial solvency?

Please provide the response in the 'CUAHR2021 Electronic Response 1' in the 'Compliance and Disclosure' worksheet.

Please attach independent evidence with the response.

(x) Contractor Profile

The Respondent is required to complete information for their Contractor Profile in 'CUAHR2021 Electronic Response 2' – Schedule 17 Contractor Profile template.

RESPONDENT TO COMPLETE:

Has the Respondent completed their Contractor Profile information in 'CUAHR2021 Electronic Response 2'?

Please complete this Disclosure requirement in 'CUAHR2021 Electronic Response 1' in the 'Compliance and Disclosure' worksheet.

5 QUALITATIVE REQUIREMENTS

The Contract Authority will, in its Value for Money 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.

The Qualitative Requirements are not weighted equally. Refer to the percentage weighting (xx% weighting) for each Requirement listed below.

Please complete the Microsoft Excel pro forma “CUAHS2021 Electronic Response 2” (provided at ‘1.2 Submission of Offer’ in this Request) and submit this with the Offer. The file on the electronic media must be named as:

'INSERT RESPONDENT NAME HERE' CUAHS2021 Electronic Response 2.xlsx

5.1 QUALITATIVE CRITERIA APPLICABLE FOR CATEGORY 1, 2, 3 AND 4

The following criteria in this Section 5.1 are only required to be completed once but will apply to each category offered.

a). **ORGANISATIONAL CAPACITY (40% WEIGHTING)**

The Respondent must demonstrate that it has the organisational capacity to perform the services being offered under this CUA. The Respondent must address the following:

(i) **Organisational details**

(A) Provide an overview of the business including ownership details, time in business and the relationship between the Respondent and any parent, subsidiaries or related companies.

(B) Principal location of business, and any other locations from which operations will be managed for this contract.

(ii) **Resourcing**

Identify key staff who will support the CUA, including their skills, qualifications or relevant certifications, industry experience and current role in the organisation. For example:

At Head Agreement we are looking for details on key staff who will be responsible for:

- Account Management
- Meeting the reporting requirements
- Dispute resolution

At Customer Contract we are looking for details on key staff who will be responsible for:

- Operational management (i.e. Account Manager for service delivery, payment of invoices etc.)
- Primary consultants for each of the nominated categories.

(iii) Service delivery

Describe the procedures in place for:

- (A) Customer service including managing queries, escalation processes for dealing with customer complaints and the turnaround time for responding to queries.
- (B) Management of competing priorities and/or deadlines.
- (C) Continuity of service for the duration of the engaged period including managing resource availability with sufficient expert and qualified backup resources.
- (D) Sourcing quality consultants (recruitment, selection and verification of licences and qualifications).
- (E) Training and Professional development of Specified Personnel for the Term of the CUA. For example induction training and ongoing training to improve skills and knowledge.
- (F) To ensure compliance with all relevant industrial awards/agreements and legislative requirements.

(iv) Reporting capabilities

- (A) Demonstrate the Respondent's reporting capabilities in order to achieve the reporting obligations set out in this Request.
- (B) Describe the strategies that the Respondent will use to measure the Key Performance Indicators listed in this Request. Provide a response as to whether the organisation will be able to meet the target / standard for achieving these requirements.

(v) Sustainability

Describe sustainability initiatives including, but not limited to strategies adopted to monitor energy usage, reduce carbon emissions, waste reduction and recycling practices.

Please provide the response in 'CUAHR2021 Electronic Response 2' in the '5.1 Qualitative Requirements applicable for Category 1, 2, 3 and 4 - Organisational Capacity' section.

5.2 QUALITATIVE CRITERIA FOR CATEGORY 1: HR INVESTIGATION SERVICES ONLY

a). SUITABILITY OF PROPOSED SERVICES FOR CATEGORY 1: HR INVESTIGATION SERVICES (30% WEIGHTING)

The Respondent must:

- (i) Demonstrate how their proposed services meet the description set out in Schedule 2 - Specification / Statement of Requirements including the application of current and new relevant developments in WA public sector investigation frameworks and methodologies, and how they are incorporated into their practices.

(ii) Demonstrate an understanding of the requirements of the Request and provide an outline of its proposed methodology and approach. Details of the methodology should outline how:

- (A) investigations are carried out
- (B) relevant information is collected and analysed
- (C) evidence is obtained beyond that provided by the Customer
- (D) reports and recommendations on findings are completed
- (E) the results of the investigation are reported

b). **DEMONSTRATED SKILLS AND EXPERIENCE OF THE RESPONDENT AND SPECIFIED PERSONNEL TO UNDERTAKE CATEGORY 1: HR INVESTIGATIONS (30% WEIGHTING)**

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

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

- (i). For this particular Category, please provide details of:
 - (A). The Respondent's major clients relevant to the requirements (these may be public or private sector).
 - (B). The types of services provided by the Respondent to clients described in (A) above.
 - (C). What processes you have in place to manage any customer service issues that may arise?
- (ii). Demonstrate the Respondent's ability to supply appropriately qualified consultants to supply the full scope of services required for this Category.
- (iii). Identify the consultants who will support the contract including their skills, qualifications or relevant certifications, industry experience and current role in the organisation.

b). **Contractor Profile**

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

Please provide the response to (a) and (b) above in 'CUAHR2021 Electronic Response 2' in the '5.2 Qualitative Requirements for Category 1: HR Investigation Services Only – Suitability of Proposed Services and Demonstrated Skills and Experience' section.

c). **Referees**

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

- Category of service supplied

The description of the investigation should not include any identities of any of the Respondents or Claimants or have any other identifying information (e.g. position titles etc.).

Please provide the response to (c) above in 'CUAHR2021 Electronic Response 1' in the Referees tab.

5.3 QUALITATIVE CRITERIA FOR CATEGORY 2: JOB DESIGN AND CLASSIFICATION SERVICES ONLY

a). SUITABILITY OF PROPOSED SERVICES FOR CATEGORY 2: JOB DESIGN AND CLASSIFICATION SERVICES (30% WEIGHTING)

The Respondent must:

- (i) Demonstrate how their proposed services meet the description set out for this Category in Schedule 2 - Specification / Statement of Requirements.
- (ii) Demonstrate an understanding of the job design and classification framework and methodologies used in the Western Australian public sector.

b). DEMONSTRATED SKILLS AND EXPERIENCE OF THE SPECIFIED PERSONNEL TO UNDERTAKE CATEGORY 2: JOB DESIGN AND CLASSIFICATION SERVICES (30% WEIGHTING)

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

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

- (i). For this particular Category, please provide details of:
 - (A). The Respondent's major clients relevant to the requirements (these may be public or private sector).
 - (B). The types of services provided by the Respondent to clients described in (A) above.
 - (C). What processes you have in place to manage any customer service issues that may arise?
 - (D). Provide two (2) recent examples of work in this Category you have undertaken or advised on for client(s) described in (A) above. Examples should describe the approach you used, the factors you considered, how the outcome facilitated the performance of work and the achievement of organisational objectives.
- (ii). Demonstrate the Respondent's ability to supply appropriately qualified consultants to supply the full scope of services required for this Category.
- (iii). Identify the consultants who will support the contract including their skills, qualifications or relevant certifications, industry experience and current role in the organisation.

b). **Contractor Profile**

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

Please provide the response to (a) and (b) above in 'CUAHR2021 Electronic Response 2' in the '5.3 Qualitative Requirements for Category 2: Job Design and Classification Services Only' – Suitability of Proposed Services and Demonstrated Skills and Experience' section.

c). **Referees**

- (i). Provide two referees for this Category in respect of the experience detailed above with the following details:

- Referee's name and position
- Company/organisation name
- Contact telephone number and email
- Category of service supplied

Please provide the response to (c) above in 'CUAHR2021 Electronic Response 1' in the Referees tab.

5.4 QUALITATIVE CRITERIA FOR CATEGORY 3: LEVELS 1 TO 8 RECRUITMENT SERVICES ONLY

a). **SUITABILITY OF PROPOSED SERVICES FOR CATEGORY 3: LEVELS 1 TO 8 RECRUITMENT SERVICES (30% WEIGHTING)**

The Respondent must:

- (i) Demonstrate how their proposed services meet the description for this Category set out in Schedule 2 - Specification / Statement of Requirements
- (ii) Demonstrate an understanding of the regulatory framework that applies to recruitment in the Western Australian public sector.

b). **DEMONSTRATED SKILLS AND EXPERIENCE OF THE SPECIFIED PERSONNEL TO UNDERTAKE CATEGORY 3: LEVELS 1 TO 8 RECRUITMENT SERVICES (30% WEIGHTING)**

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

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

- (i). For this particular Category, please provide details of:
- (A). The Respondent's major clients relevant to the requirements (these may be public or private sector).
- (B). The types of services provided by the Respondent to clients described in (A) above.
- (C). What processes you have in place to manage any customer service issues that may arise?

(D). Provide two (2) recent examples of work in this Category you have undertaken or advised on for client(s) described in (A) above. Examples should describe the approach you used, the factors you considered, how the outcome facilitated the performance of work and the achievement of organisational objectives.

(ii). Demonstrate the Respondent's ability to supply appropriately qualified consultants to supply the full scope of services required for this Category.

(iii). Identify the consultants who will support the contract including their skills, qualifications or relevant certifications, industry experience and current role in the organisation.

b). Contractor Profile

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

Please provide the response to (a) and (b) above in 'CUAHR2021 Electronic Response 2' in the '5.4 Qualitative Requirements for Category 3: Levels 1-8 Recruitment Services Only' – Suitability of Proposed Services and Demonstrated Skills and Experience' section.

c). Referees

(i). Provide two referees for this Category in respect of the experience detailed above with the following details:

- Referee's name and position
- Company/organisation name
- Contact telephone number and email
- Category of service supplied

Please provide the response to (c) above in 'CUAHR2021 Electronic Response 1' in the Referees tab.

5.5 QUALITATIVE CRITERIA FOR CATEGORY 4: EXECUTIVE RECRUITMENT SERVICES ONLY

a). SUITABILITY OF PROPOSED SERVICES FOR CATEGORY 4: EXECUTIVE RECRUITMENT SERVICES (30% WEIGHTING)

The Respondent must:

- (i) Demonstrate how their proposed services meet the description for this Category set out in Schedule 2 - Specification / Statement of Requirements
- (ii) Demonstrate an understanding of the regulatory framework that applies to executive recruitment in the Western Australian public sector.

b). DEMONSTRATED SKILLS AND EXPERIENCE OF THE SPECIFIED PERSONNEL TO UNDERTAKE CATEGORY 4: EXECUTIVE RECRUITMENT SERVICES (30% WEIGHTING)

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

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

(i). For this particular Category, please provide details of:

- (A). The Respondent's major clients relevant to the requirements (these may be public or private sector).
- (B). The types of services provided by the Respondent to clients described in (A) above.
- (C). What processes you have in place to manage any customer service issues that may arise?
- (D). Provide two (2) recent examples of work in this Category you have undertaken or advised on for client(s) described in (A) above. Examples should describe the approach you used, the factors you considered, how the outcome facilitated the performance of work and the achievement of organisational objectives.

(ii). Demonstrate the Respondent's ability to supply appropriately qualified consultants to supply the full scope of services required for this Category.

(iii). Identify the consultants who will support the contract including their skills, qualifications or relevant certifications, industry experience and current role in the organisation.

b). **Contractor Profile**

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

Please provide the response to (a) and (b) above in 'CUAHR2021 Electronic Response 2' in the '5.5 Qualitative Requirements for Category 4: Executive Recruitment Services Only' – Suitability of Proposed Services and Demonstrated Skills and Experience' section.

c). **Referees**

(i). Provide two referees for this Category in respect of the experience detailed above with the following details:

- Referee's name and position
- Company/organisation name
- Contact telephone number and email
- Category of service supplied

Please provide the response to (c) above in 'CUAHR2021 Electronic Response 1' in the Referees tab.

5. 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 the 'CUAHR2021 Electronic Response 1' in the 'Insurance Details' worksheet.

CUSTOMER CONTRACT INSURANCE REQUIREMENTS

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

RESPONDENT TO COMPLETE:
Does the Respondent have the insurance required under Schedule 1 – Customer Contract Details? **If yes, include a copy of all the certificates of currency with your Offer.**

Please provide the response in the 'CUAHR2021 Electronic Response 1' in the 'Insurance Details' worksheet.

SCHEDULE 3 - PRICING

The Contract Authority will, in its Value for Money assessment, consider the extent to which the Offer satisfies the following Offered Price and Pricing Requirements described in this Schedule 3. The Contract Authority reserves the right to reject any Offer that does not properly address and satisfy any of the Offered Price and Pricing Requirements.

RESPONDENT TO COMPLETE

The Respondent must provide their pricing details in the “**CUAHS2021 Electronic Response 1**” in the Microsoft Excel pro forma under the “**Price Schedule**” tab, depending on which category or categories you are responding to.

OFFERED PRICE AND PRICE SCHEDULE

- (i) The Respondent must include in the Offer the completed Schedule 3 - Pricing.
- (ii) The Respondent must state the basis of its Offered Price in Australian Dollars.
- (iii) The Offered Price will be deemed to include the cost of complying with this Request (including the Head Agreement Details, Customer Contract Details and any Addenda available, if any) and the General Conditions and the cost of complying with all matters and things necessary or relevant for the due and proper performance of the Head Agreement and Customer Contract. Any charge not stated as being additional to the Offered Price will not be payable by the Customer.
- (iv) If the Offered Price is consideration for a taxable supply under the GST Act, the Offered Price will be deemed to be inclusive of all GST applicable to the taxable supply at the rate in force for the time being.
- (v) The Customer may negotiate a lower Hourly Rate with the Contractor. However, the Customer and Contractor must ensure that all relevant awards are met.
- (vi) Contractors are required to provide a description of pricing discounts offered (e.g. Government vs Corporate rates; for repeat business; longer term engagements etc). Contractors will be required to review and update discount rates during the life of the CUA on request from the Contract Authority. This information assists the Contract Authority in calculating savings under the CUA.
- (vii) Where a review of the price discount indicates that such discounts should be adjusted, the Contractor shall forthwith make the appropriate adjustment to the price and refund the amount of the correction to the Customer.
- (viii) Any adjustment agreed to by the parties in accordance with the above clause shall be applicable immediately.
- (ix) The Contractor shall not reduce or withhold the discounts allowed under this Contract.
- (x) The parties are to take into account the impact of any tax reform measures and shall review the prices payable for services or legislative changes.
- (xi) The Contractor shall ensure that all its relevant employees are aware of the provisions of this Contract and that they provide or allow the same discounts under this Contract. For the avoidance of doubt, nothing in this clause prevents the Contractor from allowing greater discounts to the Customer than those provided under this Contract.
- (xii) The Contractor shall provide the services at reasonable extra cost to locations outside the Perth region but within the State of Western Australia if required by the

Customer. The Contractor shall show the cost for regional services separately on any quotation.

- (xiii) If required by the Customer, the Contractor shall provide to the Customer a price list of HR and or investigation services consultants that will be valid for a defined period, so that the Customer may access HR and investigation services consultants at those rates on an ad hoc basis.
- (xiv) The Contract Authority reserves the right, at its sole discretion, to include additional costs and hourly rates for evaluation purposes.
- (xv) Please note that if additional costs are not included in your offered price and Price Schedule then you will not be able to charge for these services.

**SCHEDULE 4 - UNCONDITIONAL PERFORMANCE
GUARANTEE – NOT APPLICABLE**

SCHEDULE 5 - ORDER FORM

The Order Form below is to be used as per the buying rules.

ORDER FORM: CUAHRS2021 HUMAN RESOURCE AND INVESTIGATION SERVICES

BUYING PROCESS:

- Step 1** Public Authority or approved user (Customer) completes **PART A**
- Step 2** Customer sends the Order Form to Contractor(s) depending on the value of work (refer to the Buyers Guide for Buying Rules under this CUA)
- Step 3** Contractor completes **PART B** and returns to the Customer
- Step 4** Customer confirms or declines Contractor(s) offer.

PART A: REQUEST FROM BUYER

This request is called under Common Use Arrangement HRS2021 for Human Resource and Investigation Services.
 Please respond to the scope of requirements below and respond prior to:
 TIME: _____ DATE: _____

CUSTOMER DETAILS	
Name of Customer	ABN: _____
Section / Division:	_____
Contact person and title:	_____
Contact details:	Phone: _____
	Email: _____
<div style="border: 1px solid black; padding: 5px; width: fit-content;"> Category: <i>(Please Tick)</i> <input checked="" type="checkbox"/> </div>	<input type="checkbox"/> Category 1 – HR Investigation Services <input type="checkbox"/> Category 2 – Job Design and Classification Services <input type="checkbox"/> Category 3 – Recruitment Services for Levels 1 to 8 <input type="checkbox"/> Category 4 – Executive Recruitment Services (Non-mandatory)

DESCRIPTION / SCOPE & PRICING REQUIREMENTS *(Attach further details if required).*

(Headers may include: Introduction, Scope of requirements, Progress Meetings, Timeline, Deliverables, Experience Required, Reporting)
 Please provide your best and final offer.

GENERAL REQUIREMENTS OF CUSTOMER	
Written Response addressing Scope required (Y/N) :	Consultants' CV required (Y/N) :
Estimated start date:	Estimated finish date:
Will the Customer be using P-Card to pay for the services?	<input type="checkbox"/> Yes <input type="checkbox"/> No

PART B: RESPONSE FROM CONTRACTOR

CONTRACTORS CONTACT DETAILS			
To:	(Buying Entity name and contact person)		
Name of Contractor:			
Customer Contract No.			
Customer Contract Title			
ACN:			
ABN:			
Address:			
Contact Person and Position:			
Phone:		Email:	

TYPE OF RATE		
<input type="checkbox"/> Hourly	<input type="checkbox"/> Fixed	<input type="checkbox"/> Other (please specify here)

Consultant(s) engaged in project:

CONSULTANT(S)				
Name of Nominated Consultant	Years of Experience	Number of Hours (if applicable)	Rate (as per Type of Rate above)	
			GST Exclusive	GST Inclusive
			\$	\$
			\$	\$
			\$	\$

ADDITIONAL COSTS excl GST (Attach further details if required). As per CUA price schedule (discounts may be provided)

TOTAL COST excl GST (Attach further details if required).

CONFLICT OF INTEREST	
Does the Contractor have any potential conflict(s) of interest to declare?	
<input type="checkbox"/> Yes	If yes, please provide details.
<input type="checkbox"/> No	

I (the Contractor) certify that the above prices and information are in accordance with the terms, conditions and pricing of CUAHRS2021 Human Resource and Investigation Services.

SIGNED: _____ NAME: _____ DATE: _____

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 No.:		
Customer Contract Title:		
Customer Contact Name:		
Contract Start Date:		
Initial Contract Term: <small>(do not include extension options)</small>		
Extension Options:	<input type="checkbox"/> Yes <input type="checkbox"/> No	(If yes, please provide details)
Customer Contact Name:		
Customer Contact Phone No:		
Customer Contact Email:		
Category Selection:		
1 – HR Investigation Services	<input type="checkbox"/> Yes <input type="checkbox"/> No	
2 – Job Design and Classification Services	<input type="checkbox"/> Yes <input type="checkbox"/> No	
3 – Recruitment Services for Levels 1 to 8	<input type="checkbox"/> Yes <input type="checkbox"/> No	
4 – Executive Recruitment Services	<input type="checkbox"/> Yes <input type="checkbox"/> No	

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.

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

<p>Work valued up to and including \$50,000 (incl GST)</p>	<p>ONE QUOTE REQUIRED</p> <p>Buyers must obtain 1 written quote from a selected Contractor by communicating requirements using the Order Form.</p>
<p>Work valued over \$50,000 (incl GST)</p>	<p>QUOTES REQUIRED</p> <p>If it can be foreseen that the cost of an engagement will exceed \$50,000, then buyers must obtain a minimum of 2 written quotes from selected Contractors by communicating requirements using the Order Form. A decision can then be made on which Contractor represents a Value for Money outcome.</p>
<p>The rates quoted by Contractors at the Head Agreement are maximum rates, Customers are encouraged to negotiate lower rates for each Customer Contract. Customers are to request a project cost prior to the engagement of a supplier.</p>	

The table above sets out the minimum requirements only.

SCHEDULE 7 TO 15 – NOT APPLICABLE

SCHEDULE 16 – SALES REPORTING REQUIREMENTS

1) SALES REPORTING REQUIREMENTS



HRS2021 -
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 per Category

If the Respondent is successful, the profile will be published on the WA.gov.au website.

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.

Format Requirements:

- The profile for **each** category must not exceed two (2) pages in total.
- **Red text** must be **overwritten** by the Respondent.
- The Contractor Profile template cannot be altered or fields renamed.
- Content Text Font – Arial 11.5.
- Word document file.
- Profiles that do not abide by these formatting requirements will not be accepted.
- **Only complete the sections of the Contractor Profile template for the categories you are applying for. If you are not applying for a certain category, then please leave it blank.**

Respondents are to complete the Contractor Profile requirements in 'CUAHR2021 Electronic Response 2' in the 'Schedule 17 - Contractor Profile Template' section



ADDENDUM TO REQUEST DOCUMENTS

REQUEST NO.: CUAHRS2021

ADDENDUM NO.: 1

DATE OF ISSUE: 11 September 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 – CUAHRS2021.

Respondents are advised that a MS PowerPoint presentation has been uploaded in Tenders WA titled: *CUAHRS2021 Non-Mandatory Briefing Presentation*. Please ensure that you read through the slides and accompanying notes. Should you have any questions in relation to the presentation please contact:

Name: John Lamb
Telephone: (08) 6551 1393
E-mail: John.Lamb@finance.wa.gov.au

OR

Name: Riki Morrow
Telephone: (08) 6551 1379
E-mail: Riki.Morrow@finance.wa.gov.au



ADDENDUM TO REQUEST DOCUMENTS

REQUEST NO.: CUAHRS2021

ADDENDUM NO.: 2

DATE OF ISSUE: 15 September 2020

NO. OF PAGES: 2 (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 – CUAHRS2021.

1. Please be advised that a 'REVISED Electronic Response 1' has been issued on TendersWA. When completing your offer, please use this Excel file. The following changes were made:

- **'Compliance & Disclosure' tab, Part B, Section 4(b) Disclosure, viii (C) Number of Employees** – changing cells J58 and J59 to reflect % of part time and casual employees respectively.
- **'Insurance Details' tab** – changing the format of the 'Expiry Date' column from currency to short date.
- **'Referees' and 'Price Schedule' tab** – amending the formula in the 'Respondent's Legal Entity Name' cell to equal what is in the 'Identity of Respondent' tab.

2. Do you want us to use a particular font and a particular size?

There is a particular font style and size for the Contractor Profile section only, which is specified in Schedule 17 'Format Requirements'. This is due to the publishing conventions on wa.gov.au. However, the rest of the Request document (e.g. Qualitative requirements) does not require a particular font style or size.

3. Why has 'Public Liability Insurance' and 'Workers Compensation Insurance' been repeated in the Insurance Details tab?

The first insurance requirements section is at Head Agreement level, the next section is at Customer Contract level. Although they may have the same insurance details, they are required for both levels of the CUA.

4. Is accepting P-Card necessary for getting on the CUA?

No, accepting P-Card is not necessary to be on the CUA. Some agencies prefer to use P-Card when procuring goods and services, which is why Finance ask you to disclose it, but it is not a mandatory requirement for this CUA. Please note that accepting P-Card as a payment method can result in you being paid quicker by CUA Customers.

5. How do you want the copies of finances/ insurance certificates / and references entered? Last time we inserted into a column on the excel spreadsheet, however this format is a little different. Should we attach as a separate document when we respond?

Please attach current insurance certificates and evidence of financial solvency as separate documents when submitting your response.

6. Why does the reimbursement section in the Price Schedule tab not allow data entry?

This section is for your information only, so it does not require data entry from Respondents. Reimbursements (if applicable) will be managed on an ad hoc basis throughout the duration of the CUA when engaged in a Customer Contract.

7. We are a new business without a corporate track record in government business but we have recruited experienced staff.

Respondents need to use their discretion to determine the most appropriate information to provide in response to the Qualitative Criteria. Respondents may decide to describe the track record of their staff and their clients. If they can name the clients that would be useful, but if they can't for confidentiality reasons then it is suggested that the Respondent describes the type of organisation without naming it. Finance cannot advise what to write or give a view on the outcome of the evaluation of that part of your Offer. The Respondent needs to use its best endeavours to provide answers that demonstrate it now has capacity to carry out the required services. That part of the Respondent's Offer will go through the independent evaluation process and will be assessed along with the other Offers.



ADDENDUM TO REQUEST DOCUMENTS

REQUEST NO.: CUAHRS2021

ADDENDUM NO.: 3

DATE OF ISSUE: 21 September 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

Please find additional information relating to the Request – CUAHRS2021.

- 1. Are the consultants all required to have a Police Clearance, or only when required by a specific customer?**

As specified in clause 18.4 of the *Request Conditions and General Conditions Of Contract [August 2019]*, the Customer may at any time request the Contractor's Personnel to obtain and provide a police clearance (i.e. it is required to obtain one if requested by the Customer).

- 2. The Tender Briefing document mentions two written references. However, in the 'REVISED CUAHRS2021 Electronic Response 1' only the details etc of two referees are mentioned for each Category. Can you please clarify what is required in regards to References / Referees for each Category?**

You do not need to provide two written references. What you need to provide are the details of two referees for each Category you are applying for that best demonstrate your overall experience in delivering work undertaken. This is for verification purposes as part of the evaluation of your Offer. The details of your nominated referees are to be provided in the 'Referees tab' of the 'REVISED CUAHRS2021 Electronic Response 1'.

- 3. In the 'Previous Experience in this Category' section of the Contractor Profiles, the instructional red text states that the details of the referee contact person must be provided. However, in the table there is no column asking to provide these details. Could you please clarify?**

Please disregard the instructional red text in relation to 'Referee Contact' details. The only information that must be provided is the name of the organisation and description of services provided as per the table.



ADDENDUM TO REQUEST DOCUMENTS

REQUEST NO.: CUAHRS2021

ADDENDUM NO.: 4

DATE OF ISSUE: 24 September 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 – CUAHRS2021.

- 1. I am a sole trader and do not employ any consultants or staff. How do I complete the insurance requirements section for Workers Compensation in the 'REVISED CUAHRS2021 Electronic Response 1'.**

If you do not have any employees and thus do not require Workers Compensation insurance, then please put 'N/A' in all of the corresponding Workers Compensation cells. In the 'Exclusions (if any)' column, please specify that you are a sole trader (or any other exclusions) and do not employ any employees at your organisation, and therefore do not require Workers Compensation insurance.

- 2. Can I please clarify the section of Qualitative Criteria 5.2 for the HR Investigations Category (refer page 35 of the Request document) that states:**

Category of service supplied

The description of the investigation should not include any identities of any of the Respondents or Claimants or have any other identifying information (e.g. position titles etc.).

My understanding of this is we provide the referee details and then under this dot point provide an example / examples of work performed i.e. actual de-identified cases. Is this correct?

The details/examples of work performed i.e. actual de-identified cases can be put in the 'Type of services supplied' column of the Referees tab in 'REVISED CUAHRS2021 Electronic Response 1'. There is no need to provide those details under the actual dot point in Electronic Response 2.

- 3. On page 22 of the Request document under 4.11.2 Quarterly Sales Reporting, we are referred to Appendix 1 (Workforce Report Template) of**

the request. I can only find Attachments 1 and 2 and Appendix A, none of which refer to the Annual Workforce Report.

The Workforce Reporting requirements are already covered under section 18 of the Head Agreement on page 11. As such, please disregard the second sentence below in Workforce Reporting under 4.11.2 that states:

'The format and contents of the Annual Workforce Report and Final Workforce Report must comply with the requirements set out in Appendix 1 (Workforce Report Template) of this Request'.

4. With reference to 'Schedule 17 – Contractor Profile', do we have to keep the red text red or can we change it to black?

This is at the discretion of the Respondent. You may change the red text after you have filled in the information to black if you wish, or you may leave it red. It only matters that all of the format requirements set out in Schedule 17 have been met.

5. Can we add more extensive consultant details in the About Us section?

Consultant details are to be filled out in the 'Consultant Details' table of the Contractor Profile. If the Respondent wishes to add more extensive consultant details in the 'About Us' section because you believe it will improve the overview description of your business, then that is fine. Please keep in mind that the page limit must be kept to two (2) pages per Category.

6. Insurance premiums are quite expensive and will not be much use if unsuccessful in getting on the CUA. Do we have to have all the insurance requirements at the time we hand in the offer or can they wait until later?

If the Respondent does not currently have the insurance requirements, then please answer 'No' in the '*Does the Respondent have the insurances required under Schedule 1 (Head Agreement/Customer Contract Details)*' box and 'Yes' in the '*If 'No', does the Respondent confirm that prior to being awarded the Head Agreement, they will obtain the insurance policies specified before the Commencement Date?*' box. During the negotiation phase prior to contract award for this CUA, the outstanding insurances may be discussed between Finance and the Respondent. However, it is not necessary to have all the insurance requirements right now.

7. Can you please provide further information on the Disclosure for 'Participants' (refer page 26 of the Request document), in particular:
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?

The Respondent may be an individual or a company. The Respondent entity will either be acting on their own behalf or they may be acting as an agent for someone else (i.e. they may act as the agent for a partnership) or they may be a trustee (i.e. the trustee of a business or unit trust). They may also be acting

jointly with other entities, i.e. a group of individuals may form a partnership or unrelated companies may form a joint venture.

The choice of entity type (i.e. individual or corporation) and business structure (i.e. sole trader, private / public company, partnership, JV, trust etc.) just depends on how the Respondent has chosen to conduct their business. If the Respondent entity (individual or company) is acting as an agent for another entity or is the trustee of the Respondent's business trust, they should answer 'Yes' to the first question. If the Respondent is a group of entities, i.e. joint venture or they have an established sub-contracting relationship with another entity(s) for the purpose of delivery the required services, they should answer 'Yes' to the second question.



ADDENDUM TO REQUEST DOCUMENTS

REQUEST NO.: CUAHRS2021

ADDENDUM NO.: 5

DATE OF ISSUE: 5 October 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 5

Please find additional information relating to the Request – CUAHRS2021.

- 1. If we tender for and are successful for one category in this CUA, but at a later stage during the CUA we want to expand our Service offering to other categories, can we apply to be added to other categories covered by the CUA?**

Organisations will only be able to provide services under the categories of the CUA that they are successful for after evaluation. Meaning that if you are successful in only one category, you may only provide services under that CUA category. If unsuccessful, then your organisation will have to wait until the next CUA Tender to apply to be on another category.

If you are looking to expand your services into more categories under the CUA, you may provide those services as a *subcontractor* to other Contractors under those CUA categories, rather than being a listed CUA Contractor for that particular category yourself.

- 2. My company technically doesn't have any 'employees', full or part time, as I am the sole owner of my organisation. How should I fill out the 'Number of employees' section of the Compliance & Disclosure section of Electronic Response 1? Is it ok to put '0' employees?**

If you are the sole owner of your organisation who does not have any employees, then you may put '0' in the 'Number of Employees' section. Sub-contractors are not technically employees and therefore would also not be counted. This information should be consistent with your payroll disclosure to RevenueWA. This can lead to inputting '0', '1' or more in the 'Number of Employees' box based on your organisation's situation.

- 3. Do we list the individual consultants on each category (so break up the full table of consultants in the document)? Additionally, is there a**

referee required for each job example listed on the profile as sometimes there are many jobs for one organisation?

The Contractor Profile for each category cannot be more than two (2) pages per category, this includes the 'About Us' and 'Previous Experience in Category X' sections. The individual consultants that will be working on the CUA can be listed in the 'Consultant Details' table at the very end of the Contractor Profile. There are 'Yes/No' columns to specify which category each Consultant will be working on. The tables should not be broken up.

The only time referees are to be disclosed is in the 'Referees' tab of the 'Revised CUAHRS2021 Electronic Response 1', which is what Finance will be using during the Evaluation Process and will not be publicly accessed (i.e. not on the Contractor Profiles). The only information that will be available to the public is what is on the Contractor Profiles. You do not need to list a referee for each job example, the name of organisation (e.g. Department of Health) and the description of services provided (e.g. bullying investigation) is all that is required as per the table provided in the Contractor Profile.

4. Putting all the consultants in the full table for each category will take up a page and a half, is this okay or is it too long?

The Consultant Details table does not need to be limited, it should be as long as required to make sure all of the consultants and qualifications are listed (even if it is a page and a half). The *two (2) pages per category* limit does not include the Consultant Details table.

Please note that the two (2) page limit for each Category mentioned under 'Format Requirements' only applies to the 'Schedule 17 - Contractor Profile' document and does not apply to other parts of your response (e.g. addressing the Qualitative Criteria).

5. Can you please confirm what information you are expecting on the referee tab in Column A of Electronic Response 1?

It is at the discretion of the Respondent as to what information you'd like to enter in that cell. It is there just on a table layout basis so Finance can keep track that two referees have been entered for each category. You may include the title of project, 'Referee 1' or simply leave it blank. All of the information required by Finance for the Evaluation can be accessed from the subsequent columns.

6. Do the examples provided in 'CUAHS2021 Electronic Response 2' have to match the Referees provided in the 'Revised CUAHS2021 Electronic Response 1'? This may cause issues as there are multiple referee contacts for a particular example.

The examples provided in 'CUAHS2021 Electronic Response 2' must match the referees provided in 'Revised CUAHS2021 Electronic Response 1'. The referees should be able to support the description of services provided in the examples. If there were multiple referee contacts in the examples you have provided, then the best way of handling it would be to choose the referee contact who can best back up the details specified in the examples.

- 7. In 'CUAHR2021 Electronic Response 2', what is the discrepancy between 5.1 '(iv) Reporting Requirements (A) Demonstrate the Respondent's reporting capabilities in order to achieve the reporting obligations set out in this Request' and '(B) Describe the strategies that the Respondent will use to measure the Key Performance Indicators listed in this Request. Provide a response as to whether the organisation will be able to meet the target / standard for achieving these requirements?'**

The information in Part (A) should be more specific towards the processes that your organisation has in place to meet the reporting requirement capabilities (i.e. quarterly sales reports). On the other hand, the information in Part (B) should be more specific towards the processes that your organisation has in place to meet the KPIs of the request (i.e. correct rates applied).

- 8. Where do I indicate in the 'Contractor Profile' document what level of experience each of our consultants have?**

This information is to be included under the 'Consultant Details' table in the 'Contractor Profile' document in 'CUAHR2021 Electronic Response 2'. Please complete this as 'Senior HR Consultant'(i.e. ≥ 10 years' experience) or 'HR Consultant'(i.e. < 10 years' experience).

- 9. Do I need to provide the address details for each of our subcontractors?**

No, this information is not required.

- 10. Can you please confirm if Finance has any 'appetite' for departures to the General Conditions?**

As per Part B Clause 4 "Compliance and Disclosure Requirements" of the Request Document, 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. Finance provides Respondents the opportunity to specify departures from the General Conditions which Finance will assess during the Due Diligence and Evaluation process.