Preferred Service Provider Request For:

[Insert service/needs title]

**Request Number: [Insert]**

**Issued By: [Insert State Party entity name] – (“State Party”)** [For a government department, the legal entity name is 'State of Western Australia acting through [insert name of department]'. For a statutory authority or other body corporate, the legal entity name is the body corporate name specified in the relevant enabling legislation].

**Closing Time: [time] [am/pm]**, **[date]**, **Perth**, **Western Australia** [Closing Time should be completed by inserting a time (usually 2:30PM). Do not add words such as ‘Western Standard Time’ or ‘Daylight Saving Time’.]

[Please note: the text in red font represents drafting instructions. Any areas that are highlighted in yellow require the State Party to input information. Sections listed in black must be included in the Request document. Sections listed in blue are optional. For further information about how to fill out this template, please contact Finance.]

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# Part A: What are the services to be purchased?

Your organisation is to read and keep this part.

## Background

In accordance with the service review conducted by the State Party on [insert date(s)] and [discussions and/or meetings] with your organisation on [insert date], it has been determined that there is an ongoing community need for the delivery of this service.

## Service Requirement

[As part of a Preferred Service Provider (PSP) procurement process, a service review and extensive consultation to collaborate with the PSP on sustainable service delivery and the volume of services should have been undertaken with the Respondent prior to the issue of this Request. With this in mind, ensure that the following sections are described in accordance with the outcomes of these meetings.]

### Domain and Community Outcomes

[The domain is a wellness category for whole populations of the Western Australian community. The community outcomes are the desired impact or change that the State Party is seeking to achieve within the community. *The domain and at least two community outcomes should be drawn from the* [Outcomes Measurement Framework](https://www.wa.gov.au/government/publications/community-services-outcomes-measurement-framework)*.*]

[Insert description of the domain and community outcomes sought]

### Service Level Outcomes

[The service level outcome is the desired change or benefit that the State Party is seeking to achieve for end users as a result of the procurement of this service.]

[Insert description of the service level outcomes sought]

### Individual Outcome(s)

[The individual outcome is the desired change or benefit that the State Party is seeking to achieve for individuals as a result of the procurement of this service.]

Insert description of the individual outcome(s) sought]

### Statement of Requirements

[Clearly set out the request for services. Include specifications where appropriate.

In respect of services specify:

(i) *the target populations (including identification of Aboriginal, ethnic, social minority and LGBTIQA+ communities, including any language services requirements (i.e. interpreting or translation services). Consider whether it is appropriate to include an inclusivity requirement within the Service Agreement to make Service Providers aware of the State agency’s expectations*;

(ii) any required parameters for the services e.g. hours of operation;

(iii) an outline of the service model where appropriate – noting that wherever possible the service model should be based on stakeholder research and collaboration with service users and potential service providers during the procurement planning phase, and that it is desirable for the service model to remain flexible for Respondents to propose innovative solutions in their Offers; and

(iv) Work Health and Safety (WHS) requirements where appropriate – Are there any WHS licences, certifications or authorisations that must be held; or WHS management systems or procedures that should be in place; or information sharing or WHS training that should be required?]

[Insert detailed description of the specification of work/project to be carried out]

Further important details about this procurement process can be found in Part F: Key Service Agreement Details.

### Quality Standards

[Quality standards are standards that are well established within a particular industry or necessary under Western Australian or Commonwealth legislation. Should a particular quality of service be required by the State Party that is well established within a particular industry, this should be included as part of the specification. Clearly list each individual quality standard. If no quality standards are required, delete this section.]

[Insert any relevant Quality Standards]

# Part B: Where can you get more information?

Your organisation is to read and keep this part.

## State Party Contact Details

The State Party representatives listed below are authorised to deal with any enquiries about this Preferred Service Provider (PSP) Request. Please make sure any communication in relation to this PSP Request is directed to these representatives only.

### General Enquiries:

[Please note that there is a guide to the [role of the contact person](http://www.finance.wa.gov.au/cms/content.aspx?id=17387) available on the Department of Finance website.]

Name: [insert]
Title: [insert]
Telephone: [insert]
E-mail: [insert]

### Technical Procurement Enquiries:

Name: [insert]
Title: [insert]
Telephone: [insert]
E-mail: [insert]

### Advice on Submitting Offers

[Delete this section if not applicable]
Name: [insert]
Telephone: [insert]

### Other Useful Resources

The Department of Finance has a number of resources on WA.gov.au that can assist organisations with the preparation of a response to community services Requests. For example, there is guide on [Supplying community services](https://www.wa.gov.au/government/multi-step-guides/supplying-community-services) to government, resources for service providers on the [Community Services Procurement Practice Resources](https://www.wa.gov.au/government/document-collections/community-services-procurement-practice-resources) page and a list of the Service Agreement documents such as the General Provisions for the Purchase of Community Services by State Agencies on the [Community services templates](https://www.wa.gov.au/government/document-collections/community-services-templates) page.

# Part C: How will this PSP Procurement Process work?

Your organisation is to read and keep this part.

## Purpose of this Request

The purpose of this Request is to engage your organisation in accordance with the PSP provisions of the Delivering Community Services in Partnership (DCSP) Policy.

This PSP Request document is used to:

1. provide information about the proposed procurement process;
2. invite your organisation, as a PSP, to submit an Offer; and
3. in conjunction with the [Process Terms and Conditions](http://www.finance.wa.gov.au/cms/content.aspx?id=17093) [January 2025] Edition (explained in section 3.2), to set out:
4. the requirements that must be met to submit a valid Offer;
5. the Evaluation Criteria that the State Party will use to evaluate your Offer; and
6. the Terms and Conditions of the PSP procurement process.

## Terms and Conditions of this Procurement Process

The [Process Terms and Conditions and Definitions (Request for Offers) [January 2025] Edition](http://www.finance.wa.gov.au/cms/content.aspx?id=17093) (the ‘Process Terms and Conditions’) document is deemed to be incorporated into this Request.

The Process Terms and Conditions is an important document to read and understand as it sets out the Terms and Conditions associated with this PSP procurement process including certain definitions that will be used throughout. **If your organisation submits an Offer, it will be deemed that your organisation has agreed to all of the terms contained within this Request document, the General Provisions and the Process Terms and Conditions**. A copy of the [Process Terms and Conditions document](https://www.wa.gov.au/government/document-collections/community-services-templates) and the [General Provisions for the Purchase of Community Services by State Agencies](https://www.wa.gov.au/government/document-collections/community-services-templates) [January 2025] edition (the ‘General Provisions’) is available at WA.gov.au.

## Service Agreement Framework

The Service Agreement formed as a result of this PSP Request will comprise all of the following documents:

1. the Award Letter;
2. your organisation’s Offer;
3. this Request document, including any addenda issued; and
4. the General Provisions.

Clause 2.3 of the General Provisions explains the rules of precedence that will be applied if there is an inconsistency between any of the documents listed above.

# Part D: How can you lodge an Offer?

Your organisation is to read and keep this part.

## Lodgement Details

You are only able to lodge an Offer for this PSP Request process in one of the ways listed in this section. While other methods of lodgement are outlined in the Process Terms and Conditions, be aware that they may not be applicable to this PSP Request process. Therefore you must only lodge your Offer in one of the following ways.

1. Respondents may lodge Offers **by hand or by post** at:

[insert address details]

* 1. by providing your Offer, in a sealed package clearly identified by the Request number: [insert Request number]. [insert number] copies must be submitted, with one copy marked "original" and [insert number] copies marked "copy".

*[If an electronic copy is required in addition to a hard copy, insert additional paragraph (ii) as follows:]*

* 1. Additionally, a full and complete copy of the Offer must also be submitted in electronic form stored on a [insert media device e.g. USB]. Please submit this electronic copy with the hard copies, and ensure that the electronic copy is exactly identical to the hard copies. In the instance of any inconsistency between the original hard copy and electronic copy of an Offer, the hard copy will prevail.

*[****Important note:*** *The Tenders WA system has been updated to implement a file format whitelist (the* ***Whitelist****). This means that the system will only accept files for uploading in formats that are on the Whitelist. Agency personnel can view the Whitelist by logging in to Tenders WA and following the links ‘Help’ >‘Help Guides’ >‘Buyers Help Guides’.*

*If electronic lodgement of Offers is permitted under this Request, review the current Whitelist and ensure all potentially relevant file formats are listed in the table below. If you are unsure whether a listed file format is relevant or accessible by your agency, check with your agency’s ICT team.*

*If you have queries about the Whitelist and/or require additional formats to be approved and added to the Whitelist, contact Procurement Systems Operations –* procurementsystems@finance.wa.gov.au*.]*

1. Respondents may lodge their Offer in electronic form through Tenders WA by lodging the Offer in an approved file format (**TWA Approved File Format**) at [www.tenders.wa.gov.au](http://www.tenders.wa.gov.au/).

If lodging an Offer through Tenders WA, the Respondent must ensure that:

1. the lodgement is made in accordance with the [Tenders WA Terms of Use](enders.wa.gov.au/watenders/terms-and-conditions.vm?CSRFNONCE=7B2E6BE1F2952818D29C7DBA7015FE10);
2. the Respondent is registered to lodge Offers through Tenders WA;
3. the Offer is lodged against the correct Request Number;
4. each file name is no more than 125 characters in length;
5. the size of the Offer is equal to or less than 100 megabytes; and
6. each file is uploaded in one of the following TWA Approved File Formats,

[The TWA Approved File Formats in the table below are a subset of the file formats on the Whitelist. Check the current version of the Whitelist (available from Tenders WA) and if other Whitelist formats are relevant to your procurement, add those file formats to the table. Not all formats are accessible by all agencies. If you are unsure, check with your agency’s ICT team.

**Ensure that only Whitelist file formats are listed in the advertised Request**.]

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

# PDF files must be Adobe compatible. \* Microsoft files must be PC / Windows compatible. [If your agency can accept non-Adobe pdf files and/or Microsoft for Mac files, update or delete this wording.]

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

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

the State Party may exclude the content of that file(s) from their consideration of the Respondent’s Offer at their discretion.

The Tenders WA Terms of Use can be viewed at [www.tenders.wa.gov.au](https://www.tenders.wa.gov.au/watenders/terms-and-conditions.vm?CSRFNONCE=7B2E6BE1F2952818D29C7DBA7015FE10). Guidelines to assist Respondents with registering on Tenders WA and lodging an Offer electronically can be downloaded at [www.tenders.wa.gov.au](https://www.tenders.wa.gov.au/watenders/index.do?CSRFNONCE=CB30F36D43FB4D9DBD683B1942FFD1E6) by following the links ‘Help’ > ‘Help Guides’ > ‘Business Help Guides’.

Queries in relation to Tenders WA, including TWA Approved File Formats, should be directed to the ‘Advice on Submitting Offers’ contact person listed in Part B, section 2.1.3 of this Request.

## Closing Time

The Closing Time for lodgement of Offers is as set out on the front page of this Request. [It is essential that the closing date and time are specified on the front page.]

## Late Lodgement

Offers that are not received in full by the Closing Time cannot be evaluated by the State Party. Please refer to the specific conditions regarding the lodgement of Offers (including late lodgement) set out in the Process Terms and Conditions document.

## Offer Validity Period

[When selecting an appropriate Offer Validity Period, ensure consideration has been given to the length of time that will be required to complete the evaluation and negotiation process.]

The Offer Validity Period is [insert number] months.

Unless your Offer is withdrawn in writing, it will remain open for acceptance by the State Party from the Request Closing Time until the end of the Offer Validity Period.

# Part E: How will your Offer be assessed?

Your organisation is to read and keep this part.

## State Government Policies

There are a number of State Government policies that apply to this PSP Request process, including but not limited to the following:

* the DCSP Policy;
* the Aboriginal Procurement Policy;
* Achieve Value for Money;
* Act Ethically - With Integrity and Accountability; and
* the Western Australian Procurement Rules.

The [DCSP Policy](https://www.wa.gov.au/government/multi-step-guides/buying-community-services/getting-started-community-services-procurement/introducing-the-delivering-community-services-partnership-policy) is available to view or download from WA.gov.au. The other policies listed above are available to view or download from [WA.gov.au](https://www.wa.gov.au/organisation/department-of-finance/procurement-rules-and-other-government-policies). The State Party will apply each of these State Government policies, as amended from time to time, to the assessment of Offers.

## Evaluation Criteria

Offers will be evaluated to determine the extent to which they will deliver value for money to the State Party. This is a key policy objective of all State Government procurement in Western Australia as it helps to ensure the best possible community outcomes are achieved for every dollar spent.

A value for money assessment does not simply consider price. All costs, benefits and risks associated with each Offer are assessed when making a value for money decision.

To determine if an organisation’s Offer represents value for money, the State Party will assess:

1. Your Offer’s performance against the [Qualitative Criteria](#_6.5_Qualitative_Criteria) listed in the Response Form.
2. Your Offer’s performance against the [Disclosure Requirements](#_6.4_Disclosure_Requirements) listed in the Response Form.
3. Your Offer’s [Price Schedule](#_6.6_Price_Schedule) as required by the Response Form.
4. Any other information that the State Party considers relevant to your organisation’s Offer.

Further details about the type of information the State Party may consider when making a value for money assessment can be found in the Process Terms and Conditions. More information about the overall evaluation process can be found in the [Supplying Community Services guide](https://www.wa.gov.au/government/multi-step-guides/supplying-community-services) available at [WA.gov.au.](https://www.wa.gov.au/organisation/department-of-finance)

The State Party reserves the right to decline any Offer that does not properly address, or meet to the State Party’s satisfaction, any evaluation criterion or other requirements contained in this PSP Request. For further information see Clause 4 of the Process Terms and Conditions.

## Supplier Debarment Regime

In January 2022, the Western Australian supplier debarment regime commenced operation. The debarment regime establishes grounds and processes through which a supplier can be excluded (by suspension or debarment) from supplying goods, services and works to State Agencies. The regulatory scheme is established under Part 7 of the *Procurement Act 2020* and the *Procurement (Debarment of Suppliers) Regulations 2021*. Further information about the regulatory scheme is available from [WA.gov.au](https://www.wa.gov.au/organisation/department-of-finance/debarment-regime) and [Tenders WA](https://www.tenders.wa.gov.au/watenders/news/browse.do?CSRFNONCE=D698D425818DEE32BA3DFEEFE7D868B7&&ss=1).

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

# Part F: Key Service Agreement Details

Your organisation is to read and keep this part.

The following table outlines key terms associated with the Service Agreement that may be formed as a result of this PSP Request process. Please note that these terms do not represent all of the terms that will form part of the Service Agreement. The *General Provisions* document outlines further important terms and should be read by your organisation prior to submitting an Offer.

|  |  |  |
| --- | --- | --- |
| **1.** | **State Party** | The State Party is specified on the front page of this Request. |
| **2.** | **The Term of the Service Agreement** | The Term of the Service Agreement is [insert number of months or years]. [If this Service Agreement has extension options, clauses 5 and 6 below must be included.]  |
| **3.** | **Service Agreement Commencement Date** | [Choose from the following options and delete options that are not applicable.]Option 1:The State Party will notify the successful Respondent of the Service Agreement Commencement Date in the Award Letter.Option 2:The Service Agreement Commencement Date is [insert date]. |
| **4.** | **Master Agreement** | [Delete if not applicable]The State Party may, at its absolute discretion, exercise a right to append this Service to an existing Service Agreement between the Preferred Service Provider and the State Party. In doing so, the Preferred Service Provider’s Offer will be declined, and Parts A, C and F of this Request and their Offer will be incorporated into the identified Service Agreement as an additional schedule of Services. Should the State Party wish to consolidate services, the Term of the Service Agreement may be extended to accommodate the additional schedule of Services. Each Service (new or existing) will still expire in accordance with the specified Term for that Service.  |
| **5.** | **Extensions** | [Delete if not applicable]The State Party has [insert number] options to extend the Term, each option having a [insert length] duration. |
| **6.** | **Notice of Extension** | [Delete if not applicable][insert period of notice] Provide a period of notice longer than that required by clause 3.2(b)(ii) if agreeable to the State Party.OrClause 3.2(b)(ii) of the General Provisions applies. |
| **7.** | **Payment Schedule** | [Insert desired payment schedule] [See clause 3.5(a) of the General Provisions] |
| **8.** | **Service Payment Variation** | The Service Payment is fixed for the first year of the Term.[As the application of indexation to Service Agreements varies, ensure that the statement below reflects the practice of the State Party.]Following the first year of the Term, the Service Payment will be varied in accordance with the Non-Government Human Services Sector Indexation Policy. |
| **9.** | **Adjustments to Volume of Services** | [Delete if not applicable][Insert details of any adjustments to the Service Payment which the State Party agrees to make based on the volume of Services to be provided or any allowance for the State Party to change the volume of Services to be provided from time-to-time – see the General Provisions Clause 3.16] |
| **10.** | **Submission of Invoices****Or****Recipient Created Tax Invoices (RCTIs)** | [Important note: the State Party must select an option to apply: ‘Submission of Invoices’ or ‘Recipient Created Tax Invoices’.]Submission of Invoices: [Insert required dates and times for invoices to be presented – see clause 3.6 of the General Provisions].Or[If the State Party wishes to issue Recipient Created Tax Invoices (RCTIs) under this service agreement, include the section below, and delete the clause entitled ‘submission of invoices’.]Recipient Created Tax Invoices:The Service Provider is not required to issue a tax invoice. The State Party will issue the Service Provider with a Recipient Created Tax Invoice (RCTI) in respect of GST payable on the supply of the Service. Subsequently:* + 1. the Service Provider warrants that it is registered for the purposes of GST and the Service Provider will notify the State Party in writing if it ceases to be registered for the purposes of GST during the Term of this Agreement;
		2. the State Party warrants that it is registered for the purposes of GST and the State Party will notify the Service Provider in writing if it ceases to be registered for the purposes of GST, or if it ceases to satisfy the requirements of the GST Act during the Term; and
		3. the State Party will indemnify and keep indemnified the Service Provider for GST and any related penalty that may arise from an understatement of the GST payable on the supply of the Service for which the State Party issues a RCTI under this Agreement.
 |
| **11.** | **Service Agreement Management Requirements** | [Service agreement management is an essential part of the procurement cycle. Consideration must be given to all elements of Service Agreement management that may need to be included in this section. Additionally, PSPs should have been afforded an opportunity to discuss Service Agreement management during their service review. Refer to clause 21 of the General Provisions to complete the details below.]**State Party Representative** [insert details]**State Party’s address and email address details**[insert details][Refer to clause 4.2 of the General Provisions to complete the details below.]**Reporting Requirements**[insert details]**Meetings** [insert details]**Key Performance Indicators** *[Specify indicative indicators here, adding rows to the table as required.]*[insert details]

|  |  |
| --- | --- |
| Key Performance Indicator | Target / Level of Service |
| Example Only: Percentage of clients who report improved health as a result of services. | ‘XX’% of clients. |
| Example Only: Number of clients to be seen or interviewed or treated by staff members each month. | ‘XX’ number of clients. |

*Or*Refer to section 7.4If the Respondent is to nominate its own key performance indicators as part of its response to the qualitative criteria, refer to Part H section 7.3 of this template. |
| **12.** | **Insurance Requirements** | Please refer to Part H, section 7.2.1 for information regarding insurance requirements associated with this Request. |
| **13.** | **Quality Standards** | [Delete if not applicable]Please refer to Part A, section 1.2.4 for information regarding the quality standards associated with this Request. |
| **14.** | **Confidential Information** | **Important Note:** Select either Option 1 (no additional information to be specified) or Option 2. If Option 2 is applicable, select either 2A or 2B, or both, by reference to the circumstances of the procurement.**Option 1** – Select this option, if the State Party has no additional / specific information that needs to be identified for the purposes of paragraph (b) of the definition of “Confidential Information” in clause 1.2 of the General Provisions.* + 1. For the purposes of paragraph (b) of the definition of “Confidential Information” in clause 1.2 of the General Provisions, there is no information that is specified by the State Party as confidential.

**Option 2A** – Select this provision if you have selected Appendix 1 (Information Security).* + 1. In this Item, State Party Data, State Party ICT Environment and System Service Provider has the meaning given to each term in Appendix 1 (Information Security) of this Request.
		2. For the purposes of paragraph (b) of the definition of “Confidential Information” in clause 1.2 of the General Provisions, the following information as it relates to the State Party Data and/or State Party ICT Environment is “Confidential Information”:
1. the State Party Data and any Personal Information;
2. the underlying subject matter of the Intellectual Property Rights of the State Party;
3. information about the State Party ICT Environment, or about the operations or affairs of the State Party or the State Party’s System Service Providers; and
4. any other information provided by the State Party in the course of the Service Agreement or the procurement process for the Service Agreement,

that is provided to or otherwise obtained by the Service Provider (or any Associate or any System Service Provider of the Service Provider) in connection with the Service Agreement.**Option 2B** – If there is specific information that the Service Provider must treat as confidential, insert the following provision.1. The State Party specifies the following information to be “Confidential Information” under paragraph (b) of the definition of “Confidential Information” in clause 1.2 of the General Provisions:
2. [insert brief description of the relevant information] Be careful to provide a high-level description that clearly defines the type of information but does not disclose confidential content.

Whether you select Option 1 or Option 2 above, always retain the paragraph below.* + 1. The Service Provider must not use or disclose the State Party’s Confidential Information except as permitted under clause 6.5 (Confidentiality) of the General Provisions.
 |
| **15.** | Intellectual **Property Owner** | [Important note: under clause 7 of the General Provisions, the owner of intellectual property rights in new material is the state of Western Australia, unless otherwise specified. If the State Party is not specifying a party other than the State of Western Australia as the owner of intellectual property rights in new material, include the following clause.Refer to clause 7 of the General Provisions.Or[If the owner is to be an entity other than the state of Western Australia (e.g. a particular statutory authority), specify that entity in this special condition.][Specify State Party] is the owner of the Intellectual Property Rights in New Material for the purposes of Clause 7 of the General Provisions.Or [If the owner of intellectual property rights in new material is to be the service provider, use this special condition.]The Service Provider is the owner of the Intellectual Property Rights in New Material for the purposes of Clause 8 of the *General Provisions*. |
| **16.** | Police Clearance | *[Important note: under clause 13.4 of the* General Provisions*, the State Party always retains the right to request a police clearance as required during the Term of the Service Agreement. If you wish to specify now that particular clearances will be required, do so here. If not, do not include this option].*Refer to clause 13.4 of the General Provisions. The Service Provider will be required to provide police clearances for any Associates (as defined in the General Provisions) involved in the provision of Services under this Service Agreement. |
| **17.** | **Working with Children** | Refer to clause 13.5 of the General Provisions.[Important note: under clause 13.5 of the General Provisions, the State Party always retains the right to request a working with children check as required during the Term of the Service Agreement.] |
| **18.** | **Government Policies** | [Important note: if the Request requires the service provider to comply with government procurement policies, then insert the first option below and specify the relevant policies. If not applicable, insert the second option below.]Option 1:The following obligations are obligations relating to Government procurement policies for the purposes of clause 1.4 of the General Provisions:* The *Western Australian Jobs Act 2017* requirements mentioned and/or described in Item [insert applicable Item number] of the Key Service Agreement Details
* The Aboriginal Procurement Policy - Aboriginal participation requirements mentioned and/or described in Item [insert applicable Item number] of the Key Service Agreement Details

Option 2:For the purposes of clause 1.4 of the General Provisions, no obligations relating to Government procurement policies are specified. |
| **19.** | **Disability Access and Inclusion Plan** | [Note: this clause should only be used if the State Party is required to have a Disability Access and Inclusion Plan (DAIP) under the Disability Services Act 1993 (WA), in which case, the State Party must take all practicable measures to ensure that the DAIP is also implemented by the service provider. The DAIP only applies to services provided to the public.]A report to the State Party in accordance with Clause 20 of the General Provisions must be provided by [insert date] each year of the Service Agreement Term. |
| **20.** | **Language Services**  | *[If the Request requires the service provider to provide language services (such as interpreters and translations) to clients under the Western Australian Language Services Policy 2020, insert the following clause. Ensure provision for any associated costs are included in the service agreement price, such as including a Language Services line item in the Price Schedule in Section 7.5, if applicable. If the Request does not require the service provider to provide language services to clients, delete this row.]*In accessing and using the service, clients who are unable to communicate effectively in written and/or spoken English must be offered language services (such as interpreters and translations) by the Service Provider at no cost to the client, in accordance with the Western Australian Language Services Policy 2020.  |
| **21.** | **Publicity – Use of the State Coat of Arms**  | *If the State Party requires the service provider to acknowledge the State’s contribution to the Services by the use of the State Coat of Arms, insert the following clause. Ensure provision for any associated costs is included in the service agreement price, such as including a line item in the Price Schedule in Section 7.5, if applicable.* [Use of the State Coat of Arms](https://www.wa.gov.au/organisation/department-of-the-premier-and-cabinet/common-badging-use-of-the-state-coat-of-arms-and-the-wa-state-government-badge) *requires compliance with the rules of depiction at* [WA.gov.au.](https://www.wa.gov.au/organisation/department-of-the-premier-and-cabinet)*[If the Request does not require the service provider to acknowledge the State’s contribution to the Services, delete this row.]*In accordance with Clause 9 of the General Provisions, the State Party provides its consent for the Service Provider to use the State Coat of Arms on communication materials for reasonable publicity or promotional purposes regarding the services specified in the Service Agreement, in accordance with the rules of depiction.The Service Provider must provide draft examples of all proposed communication materials featuring the State Coat of Arms to the State Party for approval prior to the production and distribution of such materials. |
| **22.** | **Substantive Equality** | The service provider must give consideration to equal opportunity legislation and promote substantive equality in its practices and service delivery, ensuring that services are sufficiently tailored to meet the needs of Western Australia’s diverse community including individuals and groups from Aboriginal, ethnic and social minority communities. |
| **23.** | **Western Australian Jobs Act 2017** | The Service Provider is required to submit an annual report on workforce resulting from the Service Agreement as and when requested by the Department of Jobs, Tourism, Science and Innovation. |
| **24.** | **National Principles for Child Safe Organisations**  | In relation to Services that comprise or involve “child-related work” (as defined in section 6 of the *Working with Children (Screening) Act 2004* (WA)), the Service Provider agrees to implement the National Principles for Child Safe Organisations (<https://childsafe.humanrights.gov.au/national-principles/download-national-principles>). |
| **25.** | Aboriginal Procurement Policy – Aboriginal Participation Requirements | This condition must be included in all Requests for Services delivered under the Delivering Community Services in Partnership Policy with a pre-tender estimate of $5 million and above.*The requirements will not apply where there is a Standing Offer with multiple service providers and no commitment to spend or market share.**If this condition applies, include both* ***a.i Aboriginal Business / ACCO Subcontracting Outcomes*** *and* ***a.ii Employment of Aboriginal Persons*** *in the Part H: Response Form of this Request. The Respondent will indicate which target it intends to pursue in their response to the Disclosure Requirements.**Further information about the application of the Aboriginal participation requirements is available in the* [Aboriginal Procurement Policy Agency Practice Guide](https://www.wa.gov.au/government/publications/general-procurement-direction-202108-aboriginal-procurement-policy) *on wa.gov.au.*1. **Aboriginal participation requirements**

The Service Provider agrees to meet one of the following Aboriginal participation requirements:* 1. **Aboriginal Business / ACCO Subcontracting Outcomes:**

At least 4 per cent of the total Service Payment (at service agreement award) awarded to Aboriginal business and/or ACCO subcontractors by the expiry of the Service Agreement.For the purposes of this clause a.i:* 1. ‘Aboriginal business’ means a business registered on Supply Nation’s Indigenous Business Direct (<https://supplynation.org.au/>) or the Aboriginal Business Directory of WA (<https://www.abdwa.com.au/>);
	2. ACCO’ means an Aboriginal Community Controlled Organisation as defined in the Delivering Community Services in Partnership Policy; and
	3. Only service agreements awarded to subcontractors contracted directly by the Service Provider count towards the target.

or* 1. **Employment of Aboriginal Persons Outcomes:**

Include the applicable percentage based on the service agreement delivery point:Perth metropolitan area; Peel; South West; Great Southern; Wheatbelt; and all statewide service agreements: 2 per centGascoyne, Mid West and Goldfields-Esperance: 5 per centPilbara; Kimberley: 10 per cent.Where the service agreements will be delivered across multiple regions, the lowest applicable target is to be included.Annually, based on the anniversary of the commencement of the Term, at least [2, 5 or 10] per cent of the total number of persons Employed on the service agreement will be Aboriginal persons.For the purposes of this clause a.ii:1. ‘Aboriginal Person’ means a person who is of Aboriginal or Torres Strait Islander descent, who identifies as such and is accepted as such by the community in which he or she lives or has lived.
2. ‘Employment’ means full-time, part-time, casual employees, apprentices and trainees, workers engaged through labour hire arrangements and other employer supported employment initiatives such as cadetships and internships, that engage in at least one hour of paid work per week. ‘Employed’ has a corresponding meaning.
3. Only employment by the Service Provider and its direct subcontractors counts towards the target.
4. **Reporting**

Include additional reporting frequencies and/or requirements below if required.The Service Provideragrees to meet the following reporting requirements:* 1. For the Aboriginal Business / ACCO Subcontracting Outcomes requirement, reporting must be submitted no later than 30 calendar days after the expiry of the Service Agreement:
		1. Subcontracts valued at $50,000 and above must be reported towards this requirement.
		2. The Service Provider may report service agreements to Aboriginal business and/or ACCO subcontractors valued less than $50,000, but service agreements valued less than $5,000 will not be acknowledged towards achieving this requirement.
	2. For the Employment of Aboriginal Persons Outcomes, annual reporting relating to employment by the Service Provider and its direct subcontractors must be submitted no later than 30 calendar days after each anniversary of the Service Agreement Commencement Date.
	3. For either Aboriginal participation requirement (that is, under clause a.i or clause a.ii above), where the Service Agreement Term is 12 months or less, only one report from the Service Provider is required to be submitted no later than 30 calendar days after the Expiry of the Service Agreement.
	4. The Service Provider must submit each report on Tenders WA unless the State Party advises otherwise.
	5. For either Aboriginal participation requirement (that is, under clause a.i or clause a.ii above), the Service Provider must retain substantiating information used to report against the relevant target for auditing purposes.

Further reporting guidance is available in the [APP Aboriginal Participation Requirements Guide](https://www.wa.gov.au/government/publications/general-procurement-direction-202108-aboriginal-procurement-policy) on wa.gov.au.1. **Use of Information**

The State Party may use or disclose the reports provided under this clause for the legitimate purposes of or relating to government or the business of government.1. **Clause survives**

This clause survives the termination or expiration of the Service Agreement. |
| **Note:** Finance has recently published a new guideline containing introductory guidance on work health and safety (WHS) risks in procurement and model clauses for use in community services documents. The [Work Health and Safety in Procurement Guideline](https://www.wa.gov.au/government/publications/work-health-and-safety-procurement-guideline) (**WHS Guideline**) is available on WA.gov.au and forms part of the Manage Risk Guidelines. The new guideline contains WHS related model clauses and guidance on when each clause may be applicable. The WHS Special Conditions below should be read together with the guideline. The Special Conditions do not cover all WHS risks or scenarios, but provide examples of commonly applicable provisions that a State Party may utilise to monitor and manage WHS risks during the Term of the Service Agreement. Each Special Condition may or may not be relevant depending on the factual circumstances of the procurement and the WHS risks identified in the procurement risk assessment. Select, adapt, supplement or delete the Special Condition(s) as required. If you need to adapt, expand, or substitute these Special Conditions to address WHS risks associated with a procurement, you are encouraged to engage with your agency’s WHS team and/or seek legal advice as required. |
| **26.** | State Party’s WHS Procedures | Select or delete this Item as required. Refer to the [WHS Guideline](https://www.wa.gov.au/government/publications/work-health-and-safety-procurement-guideline) for guidance on using this Special Condition. In this special condition:**WHS Procedures** means the document, as may be updated by the State Party from time to time during the Term, that describes the State Party’s work health and safety procedures relevant to the Service Provider’s activities under the Service Agreement.1. The State Party will provide the Service Provider with the WHS Procedures [prior to the commencement of the Service Agreement [or] within [insert number of Business Days] Business Days of the Commencement Date] and provide the Service Provider with a revised version promptly following any update to the WHS Procedures during the Term.
2. The Service Provider has [insert number of Business Days] Business Days from the date of receipt of the WHS Procedures (and any update thereto) to implement processes and procedures to maintain compliance with the WHS Procedures in the provision of the Services.
3. The Service Provider must ensure the Associates engaged in performing work under the Service Agreement comply with WHS Procedures, including without limitation completing required training and/or attending the State Party's safety induction at a time and place to be specified by the State Party prior to commencing work.
 |
| **27.** | WHS Management Plan | Select or delete this Item as required. Refer to the [WHS Guideline](https://www.wa.gov.au/government/publications/work-health-and-safety-procurement-guideline) for guidance on using this Special Condition. Note that this Item cross refers to the defined terms WHS Notification Requirement and WHS Laws, both of which are defined in clause 1.1 of the General Provisions.In this special condition:**WHS Incident** means an incident which triggers a WHS Notification Requirement. **WHS Management Plan** means a plan demonstrating how the Service Provider will manage specific work health and safety issues relevant to the Services during the Term, including documenting the system and methods that will be used by the Service Provider.1. The Service Provider must:
	1. prepare and implement a WHS Management Plan in relation to the performance of the Service Agreement; and
	2. submit the WHS Management Plan to the State Party within [10] Business Days of the Service Agreement Commencement Date, for the State Party's information only.
2. The Service Provider must:
	1. review the WHS Management Plan at intervals of at least every [insert number of months] months during the Term, and as informed by the review, update the WHS Management Plan to ensure that it remains relevant; and
	2. promptly submit the updated WHS Management Plan to the State Party, for the State Party's information only.
3. The WHS Management Plan must, at a minimum, detail:
	1. the policies and procedures that the Service Provider will implement to meet any applicable legislative or regulatory work health and safety requirements;
	2. the timing and content of work health and safety training to be provided to Associates and the relevant qualifications of the Associates;
	3. work health and safety issues and how each issue will be managed by the Service Provider, if it occurs;
	4. the procedures that the Service Provider will implement to ensure compliance with Item[s] [insert cross reference to other applicable WHS Special Conditions, selected from template Items 26-30 or added by the State Party]; and
	5. the specific process and timetable for WHS Incident management.
 |
| **28.** | **Work Health and Safety Training** | Select or delete this Item as required. Refer to the [WHS Guideline](https://www.wa.gov.au/government/publications/work-health-and-safety-procurement-guideline) for guidance on using this Special Condition. Note that this Item cross refers to the defined terms WHS Notification Requirement and WHS Laws, both of which are defined in clause 1.1 of the General Provisions.In this special condition:**WHS Management Plan** means a plan demonstrating how the Service Provider will manage specific work health and safety issues relevant to the Services during the Term, including documenting the system and methods that will be used by the Service Provider.**WHS Procedures** means the document, as may be updated by the State Party from time to time during the Term, that describes the State Party’s work health and safety procedures relevant to the Service Provider’s activities under the Service Agreement.1. The Service Provider must ensure all Associates undertake work health and safety training [prior to commencing work under the Service Agreement], including but not limited to familiarisation with:
	1. the legislative framework of WHS Laws;
	2. [the WHS Procedures and ]the WHS Management Plan; and
	3. procedures for the reporting and resolution of work health and safety issues in the workplace.
2. The Service Provider shall maintain training attendance records [signed by each attendee ]and make those records available to the State Party on request.
 |
| **29.** | **Work Health and Safety Reporting** | Select or delete this Item as required. Refer to the [WHS Guideline](https://www.wa.gov.au/government/publications/work-health-and-safety-procurement-guideline) for guidance on using this Special Condition.The Service Provider must provide to the State Party:1. a report in writing regarding work health and safety performance in relation to the Service Agreement:
	1. in the format specified by the State Party; At a minimum, reporting should be provided in writing. Consider whether a specific reporting format is required. Consult your agency’s WHS team if needed.
	2. [in the timeframe specified by the State Party] / [within [X] Business Days of receipt of a request from the State Party] / [specify reporting frequency, e.g. monthly, bi-annually, annually etc.]; Specify the reporting frequency
2. at the request of the State Party, documentation evidencing the Service Provider’s compliance with its work health and safety obligations under the Service Agreement[. / ; and]
3. Only include this provision for procurements with high WHS risks[if the State Party (on reasonable grounds) suspects the Service Provider is not complying with its work health and safety obligations under the Service Agreement, an independent verification report prepared:
	1. by a suitably qualified expert (acceptable to the State Party);
	2. at the Service Provider’s expense,

verifying the Service Provider’s compliance with its work health and safety obligations under the Service Agreement]. |
| **30.** | **WHS Incident** | Select or delete this Item as required. Refer to the [WHS Guideline](https://www.wa.gov.au/government/publications/work-health-and-safety-procurement-guideline) for guidance on using this Special Condition. Note that this Item cross refers to the defined terms WHS Notification Requirement and WHS Laws, both of which are defined in clause 1.1 of the General Provisions.In this special condition:**WHS Incident** means an incident which triggers a WHS Notification Requirement.The Service Provider must:1. promptly investigate any WHS Incident, unless directed otherwise by the State Party;
2. allow the State Party to conduct its own investigation into the WHS Incident, and co-operate with the State Party’s investigation on request by the State Party; and
3. promptly provide the State Party with all relevant information and documents, in relation to the WHS Incident including:
	1. details of any notification made in accordance with clause 19.10 of the General Provisions;
	2. a copy of any notice issued by an WorkSafe WA or other work health and safety authority requiring the Service Provider to provide information or documents;
	3. a copy of any information or document provided by the Service Provider to WorkSafe WA or other work health and safety authority;
	4. details of any enforcement action taken against the Service Provider, including legal proceedings commenced against the Service Provider; and
	5. a copy of any investigation report prepared by or at the instruction of the Service Provider.
 |
| **31.** | **Information Security** | Select this Item if the State Party will be required to provide the Service Provider with access to sensitive data or information (Tier 1 risk as defined by the Office of Digital Government’s (DGov) information secure procurement model) such as:* Official Sensitive information (e.g. cabinet information, legally sensitive information or commercially sensitive information); or
* identifying details (e.g. date of birth, residential address), sensitive personal information, government related identifiers or personal financial details; or
* confidential operational information.

Refer to the 2024 WA Government Cyber Security Policy page on [WA.gov.au](https://www.wa.gov.au/government/publications/2024-wa-government-cyber-security-policy) for DGov’s cyber security contact details and guidance materials.**a) Information Security**The provisions of Appendix 1 (Information Security) of this Request apply to the Service Agreement.For the purposes of clause 2.3 (Precedence of Service Agreement Documents) in the General Provisions, the provisions of Appendix 1 are incorporated by reference into these Service Agreement Details.**Important Note:** Include the following provision if the Service Agreement requires the Service Provider to store and/or host Managed Data as defined in Appendix 1 (Information Security).b) Managed DataThe State Party Data includes Managed Data as defined in Appendix 1 (Information Security).The State Party specifies that clause 8 (Managed Data – Storage and Access) of Appendix 1 applies to the Service Agreement.**Important Note:** Always include the following provision if the Service Agreement requires the Service Provider to store and/or host Managed Data.If the Service Agreement does not involve Managed Data but does require the Service Provider to store sensitive State Party Data on its own systems, consider including the following provision.For example, where an agency is seeking to engage a supplier to run data analytics on sensitive information and the agency is subject to stringent contractual or court-based confidentiality requirements. In that case, the agency may require the Service Provider to maintain appropriate security certification to mitigate the risk of disclosure because of the Service Provider’s systems being compromised.c) Security CertificationThe State Party specifies that clause 10.4 (Security Certification) of Appendix 1 applies to the Service Agreement. |
| **Insert any additional clauses forming part of the Service Agreement (in accordance with clause 24 of the General Provisions): [Delete if not required]** |
| **[XX].** | **[Title]** | [Include additional special conditions as required]. |

# Part G: Guide to the Response Form

Your organisation is to read and keep this part.

## Information to consider when preparing an Offer

* Make sure your Offer addresses each requirement in Part H: Response Form including:
	+ the Respondent Details section;
	+ the Disclosure Requirements;
	+ the Qualitative Criteria; and
	+ the Price Schedule.
* When completing the Respondent Details section, make sure you are clear about the distinction between your organisation’s Legal Entity name and Trading name. They can often be different and it is important for the State Party to know both in order to enter into a Service Agreement.
* When completing this Section, always take into account the requirements of the proposed service Part A: Description of Services to be Purchased, section 1.2 and Part F: Key Service Agreement Details.
* When addressing the Qualitative Criteria, make sure you provide full details of any claims, statements or examples provided. Also make sure you double check the respective weightings of each Qualitative Criterion. In this Request:

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

Option1:

Each Qualitative Criterion has equal percentage weighting.

Option 2:

* + Each Qualitative Criterion does not have an equal percentage weighting. Therefore, the weightings identify the relative importance of each Qualitative Criterion. Please refer to Part H: Response Form, section 7.3 for further information.
* When completing the Price Schedule in Section 7.3, ensure a sustainable price for the services is offered. Pricing should take into account all costs of providing the service. This may include, but is not limited to: start-up costs, administration costs, overhead costs and staffing costs.
* Part H: Response Form is formatted in a way that makes it easy for Respondents to download and complete. If you wish to supply information outside of, or additional to the Response Form for one or more sections, ensure any attachments adopt the same structure, numbering and headings as are used in the Response Form and are clearly labelled to enable easy identification by the State Party.
* Further information about completing a Request document can be found in the [Supplying Community Services guide](https://www.wa.gov.au/government/multi-step-guides/supplying-community-services) on [WA.gov.au.](https://www.wa.gov.au/organisation/department-of-finance)

# Part H: Response Form

This part **must** be completed by the Respondent and submitted to the State Party in accordance with Part D, section 4.1.

You are only required to submit this part (Part H) to the State Party.

## Respondent Details

Please provide all of the following details in the table format below.

|  |
| --- |
| **Respondent Information** |
| Name of legal entity: | *[insert]* |
| ACN: | *[insert]* |
| Trading name: | *[insert]* |
| ABN (if applicable): | *[insert]* |
| Contact person: | *[insert]* |
| Contact person position title: | *[insert]* |
| Registered address or address of principal place of business: | *[insert]* |
| E-mail: | *[insert]* |
| Telephone number: | *[insert]* |
| Address and email for service of contractual notices (leave blank if same as above): | *[insert]* |

|  |
| --- |
| **Business Details** |
| **Is the Respondent a small business that employs less than twenty (20) people?** | (Yes / No |
| **Is the Respondent a Registered Australian Disability Enterprise (ADE)?**(the ADE is listed as an approved ADE on the Australian Disability Enterprises website at <http://buyability.org.au/>directory). | (Yes / No) |
| **Is the Respondent a registered Aboriginal Business?**(the business is to be registered on the Aboriginal Business Directory WA the business 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/>).\*This information is collected by the Department of Finance for statistical purposes only, and will not be used by the State Party in its evaluation of the Offer. | (Yes / No)If Yes, registered on:Aboriginal Business Directory WA [ ] Supply Nation’s Indigenous Business Direct [ ] Both [ ]  |
| Is the Respondent an Aboriginal Community Controlled Organisation?An Aboriginal Community Controlled Organisation is:* Incorporated under State or Commonwealth legislation and not for profit.
* Controlled and operated by a majority of Aboriginal and/or Torres Strait Islander people.
* Involved or connected to the community, or communities, in which it delivers the services.
* Governed by a majority Aboriginal and/or Torres Strait Islander governing body.

**If Yes**, please provide:* Australian Charities and Not-for-profits Commission (ACNC) registration;

As well as one of the following:* Details of the Respondent’s registration with the [Office of the Registrar of Indigenous Corporations](https://www.oric.gov.au/) (ORIC) or the [Australian Securities & Investments Commission](https://asic.gov.au/) (ASIC) or the [Department of Energy, Mines, Industry Regulation and Safety](https://www.dmirs.wa.gov.au/) (DEMIRS);

**or*** an extract of the relevant provisions of the Respondent’s constitution or governing documents.
 | (Yes / No) |
| **Is the Respondent a not-for-profit\*\* entity?**If Yes, please provide an extract of the relevant provisions of the Respondent’s constitution or governing documents.\*\*For the purposes of this Request, the Respondent is a "not-for-profit entity" if its constitution or governing documents prohibit distribution of profits or gains to individual members, both while the Respondent is a going concern and on its dissolution. | (Yes / No) |
| **Is the Respondent a Local Government Authority?** | (Yes / No) |
| **Is the Respondent’s financial information available via the Australian Charities and Not-for-profits Commission’s (ACNC) Register, and does the Respondent agree that the State Party can use this information in lieu of the Respondent providing it as part of its Offer\*\*\*?** \*\*\*Respondents are responsible for ensuring that the information available via the ACNC Register is correct and that no material changes to the information have occurred since it was reported to the ACNC.  | (Yes / No) |

[Please note that the following table is optional, for inclusion where appropriate for Respondents to nominate their service names and locations. Please amend or delete as desired.]

|  |
| --- |
| **Proposed Service Details** |
| Name of Service: | [insert] |
| Physical Address of Service Delivery Venue: | [insert] |
| Service Delivery Area (Geographical): | [insert] |

## Disclosure Requirements

Respondents are to provide answers to all of the Disclosure Requirements below.

### Insurance

The Respondent must confirm whether it has, or will obtain, all of the required insurances outlined below:

[**Important note:** The indicative insurance categories and amounts in this section do not represent ‘set’ minimum requirements and are only a guide. Insurance requirements should always be determined by an insurable assessment of the Service Agreement risk.

**If your risk assessment indicates the standard insurance requirements below need to change, contact the Insurance Commission of WA** (email: contracts@icwa.wa.gov.au) to discuss the requirements before releasing the Request.

Examples of insurance details are provided below. Delete individual insurances if not applicable or add other insurances if applicable. However, please note that Workers’ Compensation insurance must be included to ensure compliance with statutory requirements.]

1. Public Liability Insurance: [Public liability insurance cover should be **not less than $20 million**, or such higher level of cover as may be required by reference to the risk assessment.]

Public liability insurance covering:

1. the legal liability of the Service Provider and the Associates arising out of the Services for an amount of not less than **[$20 million]** for any one occurrence and unlimited in the number of occurrences happening in any one period of insurance; and
2. indemnification of the State Party as principal to the extent of its liability arising out of the Services.
3. Professional Indemnity Insurance: [Important note: Automatic reinstatement of cover and the items listed in paragraphs (i)-(vi) below may be standard cover or extensions to standard cover under a professional indemnity policy. Professional Indemnity insurance limits start at $1 million and rise in the following increments – $2 million, $5 million and $10 million. Coverage above $10 million is available (limits increase in increments of $10 million). Set the required coverage by reference to the risk assessment and contact the Insurance Commission of WA (contracts@icwa.wa.gov.au) with any queries if guidance is required.]

Professional indemnity insurance covering the civil liability of the Service Provider and the Associates under the Service Agreement, if awarded, arising out of a breach of professional duty in the performance of the Services under the Service Agreement for an amount not less than **[****select required value - $1 million / $2 million / $5 million / $10 million / $20 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.

Any monetary value(s) in this section are specified by reference to each twelve-month period of insurance during which the Service Provider is required to maintain insurance under the Service Agreement. If the Service Provider holds insurance which specifies a period of insurance other than annual cover, the policy must provide coverage that is at least equivalent to or greater than the level of cover specified in this section.

The Service Provider’s professional indemnity insurance must include cover commonly described as cover for: [In some cases not all of the coverage items listed in paragraphs (i) to (vi) below will be relevant to the risks associated with the Service Agreement. Contact contracts@icwa.wa.gov.au for guidance if required.]

1. fraud and dishonesty;
2. defamation;
3. intellectual property infringement;
4. loss of or damage to documents, data and electronic records;
5. breach of Australian Consumer Protection Legislation; and
6. vicarious liability for acts of agents and consultants.

The reference to “Australian Consumer Protection Legislation” in this section means the *Competition and Consumer Act 2010* (Cth), *Corporations Act 2001* (Cth), *National Consumer Credit Protection Act 2009* (Cth) or similar legislation enacted for the protection of consumers, within any Australian jurisdiction.

1. Workers’ Compensation Insurance: [**Important Note**: This provision has been updated to refer to the new Workers’ Compensation and Injury Management Act 2023 (WA) (the WCIM Act 2023) which commenced on 1 July 2024. The workers’ compensation insurance must include cover for both common law liability and principal’s indemnity cover in respect of liability under section 217 of the WCIM Act 2023. This type of extension is commonly called a ‘Principal’s Indemnity Extension’.]

Workers' compensation insurance in accordance with the provisions of the *Workers' Compensation and Injury Management Act 2023* (WA) (the **WCIM Act**).

The insurance policy must include:

1. common law liability cover for an amount of not less than **$50 million** for any one event in respect of workers of the Service Provider; and
2. principal’s indemnity cover (by policy extension or otherwise), covering any claims or liability that may arise under the principal’s indemnity described in section 217 of the WCIM Act.
3. Motor Vehicle Third Party Liability Insurance:[The $25 / $30 million coverage stated below is considered suitable for general vehicle transport. As part their risk assessment, agencies should consider factors including, the type of vehicles that will be used (supplier fleet vehicles or employee personal vehicles) and way in which the vehicles will be used during the term of the Service Agreement. A higher limit may be appropriate for contracts involving transport of dangerous goods or other factors which increase the risks.]

Motor vehicle third party liability insurance covering legal liability of the Service Provider for property loss or damage and bodily injury to, or death of, persons (other than compulsory third party motor vehicle insurance) caused by motor vehicles used in connection with the Services for an amount of not less than **[$25 million - $30 million]** for any one occurrence or accident.

1. Compulsory Motor Vehicle Third Party Insurance:

Compulsory third party insurance as required under any statute relating to motor vehicles used in connection with the Services.

1. Personal Accident Insurance (Volunteers):

Personal Accident Insurance covering persons engaged by the Service Provider on a voluntary basis.

The coverage shall provide a capital sum of not less than [$ ] per person for death or permanent total disablement, weekly compensation entitlements up to 104 weeks for employed or self-employed persons for an amount up to 1% of the capital sum (but not exceeding in any case the normal weekly income of the person).

1. Cyber Liability Insurance:

[**Important Note**: The inclusion of cyber liability insurance should be considered for procurements when, as part of a detailed risk assessment, a cyber liability exposure is identified. Please contact the Insurance Commission of WA (contracts@icwa.wa.gov.au) with any queries if guidance is required, including guidance on the appropriate coverage threshold between $1 million and $20 million.

The risks covered by cyber liability insurance include the Respondent’s legal liability following a “cyber attack” for claims arising from:

* the public disclosure of personal or corporate information
* liability, loss of, damage or destruction to any property (including data) whilst in the care, custody or control of the Respondent
* a breach of confidentiality or privacy
* any act by an unauthorised person or entity resulting in loss of, damage or destruction to the computer system (including hardware, software and data) owned or used by the Respondent.

If cyber liability insurance is required, select the clause below and add Cyber Liability to the ‘Respondent to Complete’ table below.

**Do not use a cyber liability insurance clause from a previous procurement as that clause may not be suitable in current circumstances.]**

Cyber insurance covering the financial loss and legal liability of the Service Provider for costs, expenses, loss or claims arising from any:

1. disclosure of personal or corporate information;
2. ransomware and extortion;
3. business interruption;
4. lost, damaged or destroyed data/records including software and hardware and recovery of such data/records;
5. computer virus and hacking including denial of service;
6. media liability; or
7. regulatory fines and penalties,

for an amount not less than **[select required value between $1 million - $20 million]** for any one claim and in the aggregate in any one period of insurance.

Any monetary value(s) in this section are specified by reference to each twelve-month period of insurance during which the Service Provider is required to maintain insurance under the Service Agreement. If the Service Provider holds insurance which specifies a period of insurance other than annual cover, the policy must provide coverage that is at least equivalent to or greater than the level of cover specified in this section.

[Select the maintenance of insurance provision below if the Service Provider will retain access to State Party ICT systems and/or State Party information post expiry of the Service Agreement. Contact ICWA (contracts@icwa.wa.gov.au) for guidance on the maintenance period if needed.]

The cyber insurance required under this section must be maintained throughout the Term and for a period of at least 6 years after termination or expiration of the Service Agreement.

**Survival**

The Service Provider’s obligations under this section are continuing obligations that survive the termination or expiration of the Service Agreement for so long as the obligations of the Service Provider under this section continue.

1. Insurance Review

[Consider including this section when an assessment of insurable risk and the Term of the Service Agreement indicate that the State Party may require a mechanism to review the insurance requirements during the Term.]

1. The State Party reserves the right, from time to time, to review the adequacy and appropriateness of the policies of insurance effected by the Service Provider in relation to the Service Agreement. As part of the review, the State Party may ascertain whether, in the State Party’s reasonable opinion, any additional insurance policies are required, or whether any insurance policies effected by the Service Provider in relation to the Service Agreement and maintained at the time of the review are still required or require amendment.
2. The Service Provider must commence negotiations to obtain insurances or amend the policies of insurance effected by the Service Provider in relation to the Service Agreement within [ten (10) Business Days] of receiving notice from the State Party to do so, and must, as soon as practicable thereafter at the Service Provider’s own cost, obtain insurances or amend the policies of insurance effected by the Service Provider in relation to the Service Agreement to reflect the recommendations made by the State Party following its review.
3. The Service Provider must promptly notify the State Party if it is unable to, or it becomes apparent that it will be unable to, comply with the recommendations arising in connection with the State Party review. The parties must determine what action, if any, is to be taken following receipt of this notice.
4. Each party warrants to the other that it will act reasonably and in good faith with respect to any action taken under or in connection with this section.

**Respondent to Complete**

Does the Respondent have the required insurances specified in section 7.2.1 above?

(Yes / No)

If Yes, please complete the table below\*:

\*Please note: while certificates of currency are not required at this stage of the Request process, the successful Respondent may be required to provide copies prior to the commencement of the Service Agreement.

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
|  | **Insurer** | **ABN** | **Policy No.** | **Insured Amount** | **Expiry Date** | **Exclusions, if any** |
| **1.Public Liability Insurance** including indemnification of the State Party as principal to the extent of liability arising out of the Services. |  |  |  |  |  |  |
| [delete row if not applicable]**2.** **Professional Indemnity** **Insurance** including annual reinstatement and cover for:(a) fraud and dishonesty(b) defamation(c) intellectual property infringement(d) loss of or damage to documents, data and electronic records; (e) breach of Australian Consumer Protection Legislation; and(f) vicarious liability for acts of agents and contractors |  |  |  |  |  |  |
| 3. **Workers’ Compensation Insurance** including cover for:(a) common law liability cover for an amount of not less than $50 million; and (b) principal’s indemnity extension cover for claims and liability under section 217 of the *Workers’ Compensation and Injury Management Act 2023*. |  |  |  |  |  |  |
| **4. Motor Vehicle Third Party Liability Insurance** [delete row if not applicable] |  |  |  |  |  |  |
| **5. Compulsory Motor Vehicle Third Party Insurance** [delete row if not applicable] |  |  |  |  |  |  |
| **6. Personal Accident Insurance (Volunteers)** [delete row if not applicable] |  |  |  |  |  |  |
| **7. Cyber Liability Insurance** [delete row if not applicable] |  |  |  |  |  |  |

If no, does the Respondent confirm that if it is awarded a Service Agreement as a result of this Request process, that the required insurance policies as set out in section 7.2.1 above will be obtained prior to the commencement of the Service Agreement?

(Yes / No)

If No, please provide reasons why:

### Contractual Compliance

The Respondent must confirm whether it will comply with the terms of the proposed Service Agreement (including, without limitation, the Service Agreement Details listed in Part F and the *General Provisions*).

**Respondent to Complete**

Does the Respondent agree to comply with the terms of the proposed Service Agreement as detailed in section 7.2.2 above?

(Yes / No)

If No, the Respondent must set out:

1. the clause or provision it will not comply with;
2. the extent of non-compliance – including the alternative clause or provision, if any, or a description of any changes it requires to the Service Agreement; and
3. the reason for non-compliance.

### Criminal Convictions

The Respondent must disclose whether:

* + the Respondent; or
	+ any Director or other Officer of the Respondent; or
	+ any Specified Personnel;

has been convicted of a criminal offence that is punishable by imprisonment or detention. The Respondent is not required to disclose convictions that are spent convictions under the *Spent Convictions Act 1988* (WA) or equivalent legislation of another State or Territory of Australia.

**Respondent to Complete**

Has any person described in section 7.2.3 above been convicted of a criminal offence that requires disclosure under this Section?

(Yes / No)

If Yes, please provide details:

### Conflict of Interest

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

**Respondent to Complete**

Are there any circumstances, arrangements or understandings which represent, or may reasonably be perceived to represent, an actual or potential conflict of interest with either the Respondent’s obligations under this Request or the performance of the Service Agreement (if awarded) by the Respondent?

(Yes / No)

If Yes, please provide details below as to how the actual, potential or perceived conflict of interest arises and provide details of the Respondent’s strategy for managing it:

### Respondent Capacity, Association and Subcontracting

The Respondent is required to disclose whether it is acting as an agent or a trustee for another person/s, whether it is acting jointly or in association with another person/s (in a consortium), or whether it has engaged, or intends to engage, another person/s as a subcontractor in connection with the supply of these services.

**Respondent to Complete**

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

(Yes / No)

If Yes, please provide details:

Is the Respondent acting jointly or in association with another person or persons (i.e. a consortium)?

(Yes / No)

If Yes, please provide details:

Has the Respondent engaged, or does the Respondent intend to engage, another person or persons as a subcontractor in connection with the supply of services under this potential Service Agreement?

(Yes / No)

If Yes, please provide the following details for each subcontractor:

Full legal name of subcontractor:

Business name of the subcontractor:

ACN / ARBN (if applicable):

Postal address:

Requirements to be subcontracted:

[ ]  The Respondent warrants that the Respondent has obtained consent from each above-named subcontractor permitting the Respondent to receive information from the State Party as to whether the subcontractor is a suspended supplier within the meaning of the *Procurement (Debarment of Suppliers) Regulations 2021*, for the purposes of this procurement process and any resulting Service Agreement.

### National Redress Scheme

The National Redress Scheme was set up by the Commonwealth Government in response to the [Royal Commission into Institutional Responses to Child Sexual Abuse.](https://www.childabuseroyalcommission.gov.au/)

WA Government’s participation in the Scheme commenced on 1 January 2019 and as such Non-government institutions are encouraged to join the scheme.

**Respondent to Complete**

Does the Respondent have obligations under the Scheme?

(Yes / No)

If Yes, has the Respondent joined the Scheme?

If the Respondent does have obligations under the Scheme and has not joined the Scheme, **you must provide** details outlining how the Respondent will transition to meeting the obligations under the Scheme:

### Work Health and Safety

[As noted in the [Work Health and Safety in Procurement Guideline](https://www.wa.gov.au/government/publications/work-health-and-safety-procurement-guideline) (available on WA.gov.au), it is recommended that this work health and safety (WHS) disclosure is included in all Requests. If the procurement has novel or elevated WHS risks, consider increasing the reference period from 2 years to up to 4 years.]

The Respondent must disclose whether the Respondent has received any prohibition notice(s), accepted any enforceable undertaking(s) or been the subject of any prosecution(s) commenced by WorkSafe WA under the *Occupational Safety and Health Act 1984* (WA) or the *Work Health and Safety Act 2020* (WA), or any associated regulations, or any equivalent action under a corresponding work health and safety law in another Australian jurisdiction, in the last [2 years]?

**Respondent to Complete**

Does the Respondent have any notice, enforceable undertaking and/or prosecution to disclose in relation to section 7.2.7 above?

(Yes / No)

If Yes, provide details of the notice, enforceable undertaking and/or prosecution and include a summary of actions taken by the Respondent in response thereto:

### Gender Equality in Procurement

[Important Note: The use of this clause is mandatory in accordance with [General Procurement Direction 2024/02](https://www.wa.gov.au/government/publications/general-procurement-direction-202402-gender-equality-procurement) for procurements with an estimated contract value of $250,000 and above. For further information, refer to the Gender Equality in Procurement webpage on [wa.gov.au](https://www.wa.gov.au/government/publications/gender-equality-procurement).]

The Western Australian Government is committed to advancing gender equality in Western Australia as demonstrated by [Stronger Together: WA’s Plan for Gender Equality](https://www.wa.gov.au/government/publications/stronger-together-was-plan-gender-equality). Further information on how to advance gender equality in your business/organisation is available [here](http://www.communities.wa.gov.au/genderequalityinprocurement).

For further information about this disclosure clause, refer to the [Gender Equality in Procurement Guideline](https://www.wa.gov.au/government/publications/gender-equality-procurement).

|  |
| --- |
| **Complete this disclosure requirement if your business/organisation employs 100 or more people or select “Not Applicable” below.**☐ Not applicable – business/organisation employs less than 100 people. |
| The *Workplace Gender Equality Act 2012* (Cth) requires both non-public sector and Commonwealth public sector employers with 100 or more employees to submit a report annually to the Workplace Gender Equality Agency. Non-public sector employers can find further information about reporting requirements at [Preparing to report | WGEA](https://www.wgea.gov.au/reporting-guide/ge/steps-report).1. Does the Respondent’s business comply with the Workplace Gender Equality Agency gender equality reporting requirements?

*(WGEA reporting requirements are available at* [Reporting Guide | WGEA](https://www.wgea.gov.au/reporting-guide#tendering-for-government-contracts)*.)* |
| Yes [ ]  | No [ ]  |
| 1. Has the Respondent attached a letter of compliance with the *Workplace Gender Equality Act 2012* (Cth)?

*(Information about how to obtain a letter of compliance from WGEA is available from* [Eligibility & compliance | WGEA](https://www.wgea.gov.au/reporting-guide/ge/eligibility-compliance#_3-tendering-for-government-contracts)*.)* |
| Yes [ ]  | No [ ]  |
| If you have answered No to (a) and/or (b) above, please provide reasons or explanation for doing so: |

### Professional Standards Scheme

[Delete this section if not applicable.]

The Respondent is required to disclose whether it is 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.

**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?

(Yes / No)

If Yes, please provide details:

### Financial Viability

[As this is a PSP process, strong consideration should be as to whether the State Party requires this information prior to its inclusion, as the provision of audited financial statements may be a duplication of material the State Party already has on hand or it may increase the administrative burden faced by the PSP when responding to this Request. Delete this section if not applicable.]

The Respondent is required to provide audited annual financial reports (or if not available, then at the discretion of the State Party, financial accounts prepared by an external certified accountant). This requirement includes:

* the full financial statements for the most recent two financial years including profit and loss statements for each year, balance sheets as at the end of each year and a statement of cash flows for each year.

**Respondent to Complete**

If required, is the Respondent willing and able to provide full financial statements in accordance with section 7.2.10?

(Yes / No)

 [If Yes, please insert the applicable option from the two provided below:]

Option 1: [Please attach relevant financial statements to this Offer] or

Option 2: [The Respondent will be required to produce the relevant reports at the request of the State Party].

If No, please provide an explanation:

### Competitive Neutrality

[Delete this section if the PSP is not a tertiary institution or statutory body.]

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

* be calculated on a full commercial basis (in accordance with the [Costing and Pricing Government Services Guidelines issued by the Western Australian Department of Treasury](http://www.treasury.wa.gov.au/Treasury/Publications/Financial_Policy_Publications/)).
* be certified by the Chief Executive Officer of the Respondent; and
* be verified by an independent expert, if appropriate.

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 a statutory or government body (including a State Agency), has the Respondent included certification in accordance with section 7.2.11?

(Yes / No / N/A)

If Yes, please attach certification letter from the Chief Executive Officer.

If No, please provide an explanation below:

### Aboriginal Procurement Policy - Aboriginal Participation Requirements

[Delete this section if not applicable.]

|  |
| --- |
| **Respondent to Complete**Does the Respondent agree to apply the Aboriginal participation requirements as outlined in Part F: Key Service Agreement Details, Item [Insert the Item number of the Aboriginal Procurement Policy – Aboriginal Participation Requirements clause]?(Yes / No)If Yes, which Aboriginal participation requirement does the Respondent agree to comply with? |
| Aboriginal Business / ACCO Subcontracting Outcomes | [ ]  |
| or |  |
| Employment of Aboriginal Persons Outcomes | [ ]  |
| If No, provide details: |

## Qualitative Criteria

In making a value for money assessment of each Respondent’s Offer, the State Party will evaluate the extent to which they satisfy the Qualitative Criteria set out in this Section.

[The nature of qualitative criteria is such that a poor score in one qualitative criterion may be offset by a strong score in other qualitative criteria. Insert tailored qualitative criteria on a case-by-case basis. Example qualitative criteria are provided below. The example qualitative criteria are necessarily generic and may not be appropriate for any particular procurement.]

To reduce the administrative burden associated with this PSP process, the State Party can use existing relevant information which might include: documents shared during the co-design of the service specification, previous service reports; the service review and information available through the PSP’s website and Annual Reports, as relevant considerations to evaluate the Qualitative Criteria labelled ‘it is not necessary to respond to this criterion’.

As a result, the Respondent is not required to respond to all of the Qualitative Criteria listed below. However, should the Respondent wish, it may respond to any or all of the Qualitative Criteria. If the Respondent chooses to respond to Qualitative Criteria labelled ‘it is not necessary to respond to this criterion’, the State Party may still choose to evaluate these other relevant considerations, in accordance with the principles of fairness detailed in the Department of Finance Community Services Evaluation Handbook.

In responding to any or all Qualitative Criteria ensure your organisation’s capacity and/or experience is demonstrated, and all sub-criteria are addressed. Also make sure that any claims or statements made to address any aspect of the Qualitative Criteria are supported through the use of examples.

1. **Service Methodology (****xx % Weighting)**

[Please indicate which criteria the Respondent is required to respond to by inserting one of the following options and modifying the optional text below as appropriate. Delete the inapplicable option:]

Option 1: It is necessary to respond to this criterion or

Option 2: It is not necessary to respond to this criterion.

The Respondent will be assessed on the degree to which:

* the proposed service methodology will facilitate the delivery of the services described in Part A, section 1.2.3 above;
* the proposed service methodology will facilitate the achievement of the desired community outcomes and service outcomes described in Part A, sections 1.2.1 and 1.2.2 above;
* the Respondent demonstrates adequate appreciation and understanding of the Requirements of this Request.

As stated above, the State Party will utilise existing information and relevant considerations in order to evaluate the Respondent against this Qualitative Criterion. However, should the Respondent wish to provide a response it must:

* Provide a detailed service delivery model describing the methodology that will be used to achieve the desired service outcomes that will ultimately contribute to achieving the community outcome. This could include but is not limited to:
	+ knowledge of issues, priorities and target groups and strategies for engagement;
	+ strategies for inclusivity;
	+ proposed service structure and content;
	+ timeframes, staffing structures and estimated hours of service; and
	+ collaboration and feedback structure.
* Provide an outline of the evidence to support the proposed service model.
* Develop and agree to key performance indicators or targets as indicated in the key performance indicator table below.

**Respondent to Complete**

Respondent to provide its response to the Service Methodology requirement:

**Key Performance Indicators:**

**Respondent to Complete**

Respondent to insert values in replacement of each ‘XX’ in the table below that represent the key performance indicators associated with this service.

|  |  |
| --- | --- |
| **Key Performance Indicator** | **Target/Level of Service** |
| Example Only: Percentage of clients who report improved health as a result of services. | ‘XX’% of clients. |
| Example Only: Number of clients to be seen or interviewed or treated by staff members each month. | ‘XX’ number of clients. |

1. **Organisational Skills and Experience (xx% Weighting)**

[Please indicate which criteria the Respondent is required to respond to by inserting one of the following options and modifying the optional text below as appropriate. Delete the inapplicable option:]

Option 1: It is necessary to respond to this criterion or

Option 2: It is not necessary to respond to this criterion.

The Respondent will be assessed on the degree to which it has the skills and experience to perform the requirements of the proposed Service Agreements.

As stated above, the State Party will utilise existing information and relevant considerations in order to evaluate the Respondent against this Qualitative Criterion. However, should the Respondent wish to provide a response it must:

* provide information regarding organisational skills to perform the requirements set out in the proposed Service Agreement;
* describe how the organisation ensures staff maintain and develop relevant skills and experience with regard to the delivery of services; and
* provide details of contracts/Service Agreements for similar services provided, including a detailed description of those services, similarities between those services and this proposed Service Agreement.

**Respondent to Complete**

Respondent to provide their response to the Demonstrated Experience Criteria:

1. **Organisational Capacity (xx% Weighting)**

[Please indicate which criteria the Respondent is required to respond to by inserting one of the following options and modifying the optional text below as appropriate. Delete the inapplicable option:]

Option 1: It is necessary to respond to this criterion or

Option 2: It is not necessary to respond to this criterion.

The Respondent will be assessed on the degree to which it has the organisational planning and resourcing capability to support and perform the proposed Service Agreement.

As stated above, the State Party will utilise existing information and relevant considerations in order to evaluate the Respondent against this Qualitative Criterion. However, should the Respondent wish to provide a response it must:

* demonstrate its organisational planning and resourcing capability;
* identify the key risks that may impact on service delivery and provide explanation of how these risks will be mitigated and/or managed;
* the key policies, procedures and guidelines in place to ensure a relevant and high quality service is provided; and
* provide evidence of governance arrangements and accountability practices.

**Respondent to Complete**

Respondent to provide its response to the Organisational Capacity Criteria:

1. **Work Health and Safety Responsibilities (xx% Weighting)**

The Respondent must describe how it will meet its work health and safety responsibilities in providing the Services including:

* providing details of its work health and safety management system;
* [describe requirements addressing the specific work health and safety requirements specified in [Part A, section 1.2 - Service Requirements] of this Request]; and
* identifying work health and safety risks associated with the Services and how these risks are managed.

Respondent to provide the work health and safety information required under this clause.

**Respondent to Complete**

Respondent to provide its response to the Work Health and Safety Responsibilities Criteria:

## Price Schedule

In making a value for money assessment of your organisation’s Offer, the State Party will assess how the following Offered Price represents value for money.

**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.**

**Respondent to Complete**

Is the Respondent registered for the purposes of GST?

(Yes / No)

The Offered Price will be deemed to include the cost of complying with this PSP Request (including any Addenda) and the *General Provisions* and the cost of complying with all matters and things necessary or relevant for the performance of the Service Agreement.

As per clauses 13.3 and 15.1 (d) of the General Provisions, Respondents are reminded that their Offer must allow them to meet all of their legal obligations and comply with State and Commonwealth laws relevant to the Service Agreement (including, for example, those industrial obligations under the Federal and State Social and Community Services (SACS) awards). No variation to the Service Payment will be considered, unless in accordance with the Service Payment Variation clause.

[If there is a fixed budget for this procurement, include the following details and delete the ‘Price Schedule’ section below:]

There is a Fixed Budget for this PSP Request Process as outlined below:

[Insert full details of Fixed Budget including the relevant time period]. [For example, include total value for the entire term of the service agreement, a schedule of when payments will be made throughout the life of the service agreement and any other information that may be relevant for the Respondent.]

**Respondent to Complete**

Does the Respondent agree to the Fixed Budget for this PSP Request as set out in section 7.4?

(Yes / No)

[If the Respondent is required to include an additional breakdown of the Fixed Budget, (including an indication of the level of service they will provide) include a table for the PSP to complete here:]

If No, please provide details of the elements that are not agreed to, and reasons why:

If the Respondent is required to complete a price schedule for this procurement, include the following details and delete the above ‘fixed budget’ section:

Always make sure each element of the Price Schedule is completed so that the State Party can undertake an accurate price evaluation.

When completing the Price Schedule, state the value of the Offered Service Agreement Payment in Australian Dollars only, and make sure all costs of complying with the requirements of this Request are included. Some elements of a sustainable price include, but are not limited to, start-up costs, overhead costs, staff costs, training costs, service delivery costs etc.

[Note: where the State Party wishes to issue RCTIs under this Service Agreement, it must be stated in this section and the relevant RCTI clause needs to be included in Part F (section 10).]

**Respondent to Complete**

[Insert Price Schedule for Respondent to Complete]

[Always ensure a price schedule is used to ensure an accurate price evaluation can be undertaken.]

[The below tables are provided as examples of price schedules that may be inserted above. Delete inapplicable options.]

[Example 1: Total price for the first year, with indexation only price variation]

The Respondent is required to provide a total price for the first year of the Term. This price will be varied in accordance with the [Non-Government Human Services Sector Indexation Policy](https://www.wa.gov.au/government/publications/indexation-policy-the-non-government-human-services-sector) for each year following.

|  |  |
| --- | --- |
| **Year** | **Year 1** |
| Total Price (AUD) | x |

[Example 2: Price per year plus total price]

The Respondent is required to provide a total price for each year of the Term, excluding Indexation.

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Year** | **Year 1** | **Year 2** | **Year 3** | **Year 4** | **Year 5** | **Total Price (AUD)** |
| Price (AUD) | x | x | x | x | x | x |

[Example 3: Start-up costs plus total price]

The Respondent is required to state the total start-up costs associated with this Request, and provide a total price for the entire Term, excluding Indexation.

|  |  |  |
| --- | --- | --- |
| **Element** | **Start-Up Costs** | **Total Price (AUD) (5 years) NOT including Start-Up Costs** |
| Price (AUD) | x | x |

[Example 4: Price per year, volume per year and per service element – note: three year agreement only]

The Respondent is required to state total price, for each program, for each year of the Term. The Respondent is also required to state the volume of service that will be provided for each program and for each year of the Term, excluding Indexation.

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Service Element** | **Price (AUD)****Year 1** | **Volume Year 1** | **Price (AUD)****Year 2** | **Volume Year 2** | **Price (AUD)****Year 3** | **Volume Year 3** | **Total Price (AUD)** | **Total Volume (Years 1 to 3)** |
| **Program 1** | x | x | x | x | x | x | x | x |
| **Program 2** | x | x | x | x | x | x | x | x |
| **Program 3** | x | x | x | x | x | x | x | x |
| **(Add Extra Lines as Necessary)** | x | x | x | x | x | x | x | x |
| **Total Price (AUD) and Volume** | x | x | x | x | x | x | x | x |

**End of Response Form**

# Appendix 1: Information Security

*[****Option 1*** *– Delete this appendix* if State Party Data will not be shared in connection with the Service Agreement, or the procurement risk assessment indicates that the information security risks associated with the State Party Data are low risk (e.g. does not include sensitive personal information, confidential operational information, is low volume etc.).

**Option 2** – Otherwise, if the Service Provider will have access to State Party Data that contains sensitive data or information, careful consideration should be given to including this appendix.

Factors that the procuring agency should consider include, the sensitivity of the data or information, their compliance obligations under the 2024 WA Government Cyber Security Policy, and the capacity of likely respondent organisations to comply with the requirements in this appendix.

**Agencies should contact** **cspp@finance.wa.gov.au** **if the Service Provider will have access to sensitive data or information, but the agency considers the appendix may not be suitable for a specific procurement process due to the potential respondent organisations**.

Sensitive data or information includes:

* + - ‘Official Sensitive’ information (Cabinet Sensitive, Legal Sensitive, Commercial Sensitive);
		- high value personal information (such as date of birth, residential address, sensitive personal information, government identifiers, personal financial details); or
		- confidential operational information; or
		- the Service Provider will access the State Party ICT Environment in connection with the Service Agreement.

If you select this appendix, you must either select all content in black text below, or seek legal advice before amending or deleting any black text. Ensure that you have deleted all guidance notes (in red text) before you release the Request.

This content has been developed by the State Solicitor’s Office in consultation with the Office of Digital Government (**DGov**). It supports compliance with the [2024 WA Government Cyber Security Policy](https://www.wa.gov.au/government/publications/2024-wa-government-cyber-security-policy). DGov’s cyber security contact details and guidance materials are available on the Cyber Security Policy page on [WA.gov.au](https://www.wa.gov.au/government/publications/2024-wa-government-cyber-security-policy).]

1. DEFINITIONS

1.1 General Provisions Definitions

1. The following terms used in this appendix are defined in the General Provisions:

*Associates, Business Day, General Provisions, Good Industry Practice, Government Agency, Intellectual Property Rights, Personal Information, Records, Service Agreement, Service Provider, Services, State, State Agency, State Party, State Party Representative, Term*

1. Terms defined in the General Provisions and used in this appendix have the meanings given in the General Provisions, except as set out below.

1.2 Appendix Definitions

In this appendix, unless the context requires otherwise:

**ACSC Essential Eight** means the essential cyber threat mitigation strategies developed by the Australian Cyber Security Centre (available at <https://www.cyber.gov.au/resources-business-and-government/essential-cyber-security/essential-eight>).

**Malicious Code** means:

1. any virus, bomb, Trojan horse or computer programming code which would have the effect of impairing, denying or otherwise adversely affecting authorised access to all or any portion of the State Party Data or State Party ICT Environment; or
2. any attacks or other code that assists in or enables unauthorised access to, or theft or alteration of, any software, hardware, platform, system, infrastructure, information or data.

**Managed Data** means State Party Data that:

1. is transmitted to, loaded into, or stored in software or systems managed or hosted by the Service Provider, the Associates or any of the Service Provider’s System Service Providers for access by the State Party;
2. is otherwise stored or managed by the Service Provider for access by the State Party; or
3. the State Party designates as Managed Data in the Service Agreement or otherwise designates by notice to the Service Provider.

**Non-Public Access**, in reference to the State Party ICT Environment, means access to the State Party ICT Environment other than Public Access.

**Public Access**, in reference to the State Party ICT Environment, means access:

1. to those parts of the State Party ICT Environment that the State Party has, for the purposes of its business or functions, made available for access by the general public;
2. using means that are made available by the State Party or a State Agency to the general public,

but does not include access to the State Party ICT Environment that is available through Malicious Code or through a lack of security of the State Party ICT Environment.

**Security Breach** means:

1. any actual, apparent or reasonably suspected impairment, compromise or damage to the confidentiality, reliability, integrity, value, availability or assurance (by way of Malicious Code or otherwise) of the State Party Data, the State Party ICT Environment or of the Services, or the Service Provider Systems, or any actual or apparent misuse or loss of State Party Data; or
2. a breach by the Service Provider of (or a failure by the Associates or any System Service Provider of the Service Provider to comply with) any of the Service Provider’s obligations in the Service Agreement relating to confidentiality, privacy, or information security.

**Security Certification** means an independent certification of the Service Provider Systems for compliance with:

1. ISO27001;
2. the ACSC Essential Eight (or demonstrated equivalent); and/or
3. any other certification specified by the State Party,

conducted, in accordance with generally applicable industry practice and applicable laws and standards, by a reputable third party experienced in information security management systems certifications and reasonably acceptable to the State Party.

**Service Provider Systems** means the hardware, software, systems, and communications and network infrastructure and services used by the Service Provider (or by the Associates or by the Service Provider’s System Service Providers) in connection with the Service Agreement but does not include the State Party ICT Environment.

**State Party Data** means all data (including metadata) and information, including Personal Information, relating to the State Party or any State Agency, or to the operations, facilities, customers, clients, personnel, assets, systems, programs, services and transactions of the State Party or any State Agency:

1. that is captured, collected, entered or uploaded, created, generated, produced or processed, stored, controlled, managed, accessed, retrieved, transferred, transmitted, printed, amended or processed as part of carrying out the Service Provider’s obligations under the Service Agreement; or
2. to which the Service Provider (or the Associates or the Service Provider’s System Service Providers) otherwise has access in connection with the Service Agreement,

in whatever form the information exists, and includes any:

1. Records related to such data or information;
2. products or data generated by, or resulting from, the use, processing, transmission or manipulation of such data or information; and
3. copies of any of the above,

but does not include any information that the State Party or any State Agency makes generally available to the public.

**State Party ICT Environment** means the hardware, software, systems, cloud-based platforms and services, and communications and network infrastructure and services used by the State Party (or by the State Party’s officers, employees or agents, or by the State Party’s System Service Providers) at any location from time to time.

**System Service Providers** means:

1. with respect to the State Party, contractors and service providers (other than the Service Provider) who provide services in connection with the State Party ICT Environment;
2. with respect to the Service Provider, contractors and service providers (other than the Associates) engaged by the Service Provider in respect of the Service Provider Systems or in connection with the Service Agreement.

**WA Government Cyber Security Policy** means the cyber security policy published by the Department of Premier and Cabinet’s Office of Digital Government ([available at https://www.wa.gov.au/government/publications/2024-wa-government-cyber-security-policy](available%20at%20https%3A/www.wa.gov.au/government/publications/2024-wa-government-cyber-security-policy)).

2. INTERPRETATION AND SURVIVAL

1. Clause 1.3 (*Interpretation*) of the General Provisions applies to the interpretation of this appendix in the same manner as it applies to the General Provisions.
2. The obligations of the Service Provider under this appendix are continuing obligations and survive expiration or termination of the Service Agreement.

3. NO LIMITATION OF OTHER OBLIGATIONS

Nothing in this appendix limits the Service Provider's obligations under the Service Agreement including under clause 6.5 (*Confidentiality*), clause 7 (*Intellectual Property Rights To Be Owned by State Party*), clause 8 (*Intellectual Property Rights To Be Owned by Service Provider*) and clause 10 (*Privacy*) of the General Provisions.

4. PROVISION OF INFORMATION

The Service Provider must promptly provide to the State Party on request any information requested by the State Party, acting reasonably, from time to time in connection with the Services, or in connection with the Service Provider's compliance with its obligations under the Service Agreement.

5. SECURITY, INTEGRITY AND CONFLICTING REQUIREMENTS

1. The Service Provider acknowledges that the security and integrity of State Party Data and the State Party ICT Environment is fundamental to the State Party’s operations and that, without limitation, any Security Breach may directly affect the State Party’s relationship with its stakeholders, personnel or the public and the State Party’s compliance with its legal obligations.
2. If there is a conflict between any information security requirements in the Service Agreement, the Service Provider must comply with the obligation which imposes the highest standard.

6. COMPLIANCE BY OTHER PARTIES

1. The Service Provider must ensure that:
2. the Associates comply with the Service Provider's obligations and restrictions under this Schedule; and
3. each of the Service Provider’s System Service Providers that has access to or holds State Party Data or has access to the State Party’s ICT Environment (granted pursuant to or in connection with the Service Agreement) is engaged under a written agreement that requires the System Service Provider to comply with the Service Provider's obligations and restrictions under this appendix,

in each case, as if references to the Service Provider referred instead to the Associates or the Service Provider's System Service Provider (as applicable).

1. The Service Provider must ensure that each other person who is authorised by the Service Provider to have access to the State Party Data or Non-Public Access to the State Party ICT Environment complies with the Service Provider's obligations and restrictions under the Service Agreement in respect of the use and security of the State Party Data and the State Party ICT Environment.

7. STATE PARTY DATA – GENERAL OBLIGATIONS

7.1 Service Provider’s Handling of State Party Data

1. The Service Provider must not itself, and must not permit any other person to;
2. access, use, copy, modify, adapt or retain State Party Data except as required for the performance of the Service Provider’s obligations under the Service Agreement, and in the manner permitted under the Service Agreement;
3. copy, modify or use any State Party Data for the purpose of product development, or for training, fine-tuning, developing, or retrieval-augmented generation or prompting of, any artificial intelligence technologies;
4. arrange for the storage of State Party Data in any manner other than a manner permitted under the Service Agreement; or
5. take any steps to re-personalise or re-identify any de-identified or aggregated State Party Data (or in any other way seek to associate any de-identified or aggregated State Party Data with a reasonably identifiable person),

except as expressly permitted by notice in writing by the State Party.

1. The Service Provider must not itself, and must not permit any other person to, transfer, store or process any State Party Data outside Australia (including by way of a cloud storage arrangement which is hosted overseas) except where:
2. specifically permitted under the Service Agreement; or
3. the State Party gives its prior written approval to such transfer, storage or processing, and to each specific country where the State Party Data will be transferred, stored or processed,

and at all times the State Party Data continues to be dealt with in accordance with the Service Agreement.

1. To the extent that the Service Provider holds any State Party Data, the Service Provider must:
2. hold that State Party Data in accordance with Good Industry Practice;
3. apply the multi-factor authentication and patching controls set out in ACSC Essential Eight (Maturity Level One or demonstrated equivalent) to the storage and modification of, and access to, the State Party Data;
4. provide the State Party with access to the State Party Data (and to information about the State Party Data) on request; and
5. comply with the State Party’s information management, data retention and destruction requirements specified in clause 12 (*Access and Records*) of the General Provisions and as notified to the Service Provider from time to time.
6. The Service Provider must ensure that each other person (other than the State Party) to whom State Party Data is transferred by or on behalf of the Service Provider:
7. holds the State Party Data in accordance with clause 15.5 (*Data and Information Security*) and clause 10 (*Privacy*) of the General Provisions, notwithstanding that privacy legislation may not have otherwise applied to that person;
8. complies with the requirements of this clause 7.1; and
9. promptly returns or destroys the State Party Data upon request from the State Party or, subject to the State Party's approval, upon such person no longer requiring the State Party Data in respect of the Service Provider's obligations under the Service Agreement.

7.2 Integrity of State Party Data

1. To the extent that the Service Provider, any of the Associates or any of the Service Provider's System Service Providers holds, accesses or uses State Party Data, if any State Party Data is corrupted, lost or degraded, the Service Provider must:
2. if the State Party requests, provide the State Party with all reasonable assistance requested by the State Party to restore the affected State Party Data; or
3. otherwise, carry out such remedial action as is necessary or desirable, in accordance with Good Industry Practice, to restore the affected State Party Data.
4. To the extent that any corruption, loss or degradation of State Party Data has been directly caused or contributed to by the Service Provider or any of the Associates, or would have been avoided or mitigated by the Service Provider's compliance with the Service Agreement, the Service Provider must reimburse the State Party any costs and expenses that the State Party incurs in restoring State Party Data.

7.3 Limited Licence to State Party Data

1. Subject to the Service Provider's compliance with its obligations under the Service Agreement, the State Party grants to the Service Provider a non-exclusive, non-assignable, non-transferrable, non-sublicensable and royalty-free licence for the duration of the Term to use any State Party Data solely for the purpose of enabling the Service Provider to perform its obligations under the Service Agreement.
2. Except for the licence set out in clause 7.3(a) above, nothing in the Service Agreement is intended to give the Service Provider, any Associate or any System Service Provider of the Service Provider, any Intellectual Property Rights in, or other rights in respect of, State Party Data.
3. The Service Provider does not, and will not, have or claim any rights in the State Party Data other than the limited licence in clause 7.3(a) above. All Intellectual Property Rights in the State Party Data, or created in respect of State Party Data in the course of or in connection with the Service Agreement, are (or will on creation be) owned by the State unless the Service Agreement provides that they will be owned by the State Party or a State Agency.
4. The Service Provider must not possess or assert any lien or other right against or to State Party Data, or otherwise sell, transfer, assign, dispose of, commercialise, lease, rent, convert, grant an option over, allot, declare a trust over or otherwise deal with State Party Data.
5. Subject to clause 6.6 (*Return of Confidential Information*) of the General Provisions and clause 8.4(b) (*Export and Deletion of Managed Data*) of this appendix, the Service Provider must delete or destroy the State Party Data:
6. at the end of the Term; and
7. otherwise, immediately upon the written instruction of the State Party in respect of any State Party Data specified by the State Party in the written instruction,

so that the State Party Data is unreadable and unrecoverable, and must notify the State Party immediately upon completion of such deletion or destruction.

8. MANAGED DATA – STORAGE AND ACCESS

8.1 Application of this Clause

This clause 8 applies if:

1. specified in the Service Agreement;
2. the Service Provider, any of the Associates or any of the Service Provider's System Service Providers store or host Managed Data; or
3. the parties agree in writing that this clause 8 otherwise applies.

8.2 Storage of Managed Data

The Service Provider must:

1. at all times maintain and comply with proper (in accordance with Good Industry Practice) written processes for the backup, restoration and processing of the Managed Data, including:
2. storage of the Managed Data at multiple locations;
3. processes for keeping the Services functioning during and after a Security Breach and other security incidents and during and after any disaster; and
4. processes for restoring service functionality promptly after any such event referred to in clause 8.2(a)(ii) above and provide to the State Party promptly upon request a copy of those processes and any information requested by the State Party in respect of those processes;
5. ensure all Managed Data managed, stored or processed pursuant to the Service Agreement is segregated from other clients' data and that it is clearly identified as the State Party's;
6. maintain at all times up-to-date backup copies of all Managed Data;
7. ensure that all Managed Data is encrypted, using industry standard or better encryption, whether in transit or at rest with the Service Provider; and
8. maintain an audit log of access to all Managed Data and provide that log to the State Party promptly upon request. [If audit logs are required for other types of State Party Data (i.e. where the data is not Managed Data stored or hosted for access by the State Party), then include the requirement to maintain audit logs in the Statement of Requirements in the Request (if the requirement is not already included in the State Party’s information security policies).]

8.3 State Party’s Access to Managed Data

1. The Service Provider must:
2. ensure that the State Party, and each of its authorised users, is able, at any time, to access, modify and use the Managed Data, such access to be available to the State Party unconditionally, without prior notice and at no additional charge;
3. ensure that access permission levels are in place for the State Party’s authorised users in accordance with the State Party's instructions from time to time, and that access is provided to the State Party’s authorised users in accordance with the relevant access permissions; and
4. promptly notify the State Party Representative of any actual or suspected Security Breach of access permissions described in clause 8.3(a)(ii) above.
5. The Service Provider must not:
6. take steps that prevent the State Party, or the State Party’s authorised users, from accessing, modifying, developing or using the Managed Data;
7. suspend, limit or terminate the State Party's, or the State Party’s authorised users’, access to the Managed Data; or
8. delete the Managed Data,

except as expressly permitted by the Service Agreement or in accordance with the written instructions of the State Party.

8.4 Export and Deletion of Managed Data

1. In respect of any Managed Data, the Service Provider must:
2. promptly at the end of the Term; and
3. promptly at any other time upon the State Party's request,

at no cost to the State Party, and in the commonly available format required by the State Party, provide the State Party with:

1. a full data export of the Managed Data, together with all required access information; or
2. all assistance required by the State Party to enable the State Party to extract (in a commonly available data format) and use the Managed Data.
3. The Service Provider must not delete or destroy, or permit the deletion or destruction of, Managed Data before the provision of a full data export to the State Party.

9. STATE PARTY ICT ENVIRONMENT

1. The Service Provider must not, and must ensure that the Associates do not, access the State Party ICT Environment unless:
2. access is required in order to provide the Services or perform the Service Agreement, or both; or
3. the access is Public Access; or
4. the access is otherwise approved in advance in writing by the State Party.
5. The Service Provider must ensure that neither it nor any Associate, by either act or omission, without the State Party's prior written approval:
6. adversely affect the operation, functionality, technical environment or resource efficiency of the State Party ICT Environment; or
7. make any change to the State Party ICT Environment that affects the way in which the State Party conducts its operations in a manner that the State Party considers to be adverse.

10. DATA AND SYSTEMS SECURITY

10.1 Security Practices and Processes

The Service Provider must:

1. comply with the State Party’s policies, procedures and directions with respect to systems and information security requirements governing access to and use of the State Party ICT Environment, the State Party Data and other information as set out in the WA Government Cyber Security Policy and as otherwise specified in the Service Agreement;
2. prohibit and prevent any of the Associates or the Service Provider’s System Service Providers who do not have the appropriate level of security clearance from gaining access to State Party Data or Non-Public Access to the State Party ICT Environment;
3. ensure that:
4. access granted by the Service Provider is restricted on a strict need to know basis; and
5. all persons who are granted access by the Service Provider have completed appropriate cyber security training that is sufficient to ensure the Service Provider's compliance with its obligations; [If the State Party has specific information security training requirements, describe the requirements in Part A (Service Requirement / Statement of Requirements).]
6. without limiting clauses 10.1(b) and (c) above, implement appropriate security measures to, and take all other reasonable steps to, ensure that no unauthorised person obtains physical or electronic access to any State Party Data held by or on behalf of the Service Provider, or to the State Party ICT Environment or the Service Provider Systems, including:
7. using reputable, commercially available, up-to-date anti-virus software, intrusion detection software and software to prevent unauthorised access;
8. maintaining and enforcing robust physical security of locations where State Party Data is stored, accessed or processed by or on behalf of the Service Provider;
9. applying the multi-factor authentication and patching controls set out in the ACSC Essential Eight (Maturity Level One or demonstrated equivalent) to the Service Provider Systems; and
10. implementing any other security measures set out in the Service Agreement, or agreed in writing with the State Party from time to time;
11. take all reasonable steps to ensure that no unauthorised party prevents the Service Provider from performing its obligations under the Service Agreement:
12. that relate to the State Party Data and/or the State Party ICT Environment; or
13. that rely on use of the Service Provider Systems;
14. implement appropriate security measures to, and take all other reasonable steps to:
15. protect the State Party Data against loss, corruption or degradation, re-identification of de-identified data or other breach of privacy, or misuse, fraud or other unlawful practices (in each case, whether intentional or accidental);
16. otherwise protect the integrity of any State Party Data held by or on behalf of the Service Provider, including ensuring information non-repudiation and authenticity; and
17. ensure the continued availability of the State Party Data held by or on behalf of the Service Provider on a timely and reliable basis;
18. implement a systematic testing and monitoring program, in accordance with Good Industry Practice to test the continued effectiveness of the security measures of the Service Provider; and
19. implement all other security measures which are appropriate in the context of the Service Provider's obligations under the Service Agreement, in accordance with Good Industry Practice.

10.2 Security Clearances and Cyber Security Training

1. The State Party’s rights under clauses 10.2(b) and (c) below are in addition to the State Party’s rights under clause 13.4 (*Police Clearance*) of the General Provisions.
2. The Service Provider must ensure that each individual who is permitted to, or otherwise granted, access to State Party Data or the State Party ICT Environment (as applicable) by the Service Provider has received satisfactory police clearances, security clearances and other approvals in accordance with the State Party's requirements which have been communicated to the Service Provider in writing:
3. before having access to any State Party Data or Non-Public Access to the State Party ICT Environment; and
4. at any other time requested by the State Party;
5. The State Party may require:
6. periodic integrity checks of individuals who have previously had a police clearance, security clearance or other approval; and
7. the Service Provider, at its own cost, to promptly remove from involvement in the Service Agreement any individual who does not meet the State Party's security requirements or integrity checks (as notified by the State Party or otherwise), and arrange for a replacement of that individual.
8. The Service Provider must:
9. ensure each individual engaged by the Service Provider in connection with the Service Agreement, the State Party Data or the State Party ICT Environment undergoes the State Party's cyber security training (as communicated by the State Party to the Service Provider in writing, or equivalent training approved by the State Party in writing) on an annual basis; and [If the State Party has specific information security training requirements, describe the requirements in the Request (Statement of Requirements).]
10. provide the State Party with evidence, satisfactory to the State Party acting reasonably, of the Service Provider’s compliance with the obligation in clause 10.2(d)(i) above.

10.3 Security Testing

1. The Service Provider must undertake regular vulnerability testing (in accordance with Good Industry Practice and using up-to-date vulnerability scanners) of the Service Provider Systems, and as soon as reasonably practicable after completion of the testing:
2. provide the State Party with a report setting out any vulnerabilities revealed by that testing, and the steps that the Service Provider will take to remediate those vulnerabilities; and
3. take the steps set out in the report to, and any other reasonable steps required in order to, remediate those vulnerabilities.
4. The Service Provider agrees that the State Party has the right, upon 10 Business Days' notice, to review the security posture and maturity level of the operational environments for the Service Provider Systems used to store State Party Data, through:
5. independent vulnerability testing, penetration testing and/or third-party audits; and/or
6. requiring the Service Provider to undertake such independent testing and audits, with the State Party to reimburse the Service Provider's reasonable and substantiated costs of such testing and audits (approved by the State Party in writing prior to being incurred).
7. The Service Provider must:
8. arrange for any consents required from any Associates and/or the Service Provider’s System Service Providers (as applicable) to permit the State Party and its nominated independent security tester to undertake; and
9. provide all assistance reasonably requested by the State Party and its nominated independent security tester for the purposes of,

the testing described in clause 10.3(b) above.

10.4 Security Certification

1. This clause 10.4 applies if:
2. specified in the Service Agreement;
3. the Service Provider, any of the Associates or any of the Service Provider's System Service Providers store or host Managed Data; or
4. the parties agree in writing that this clause 10.4 otherwise applies.
5. The Service Provider must:
6. undergo (and comply with all requirements for) an annual Security Certification; and
7. provide the results of the Security Certification, demonstrating compliance with the applicable requirements, to the State Party in writing as soon as reasonably practicable after completion of the Security Certification process.
8. If the State Party, acting reasonably, is not satisfied with the process or the results of the Security Certification, the Service Provider must immediately make alternative arrangements that are acceptable to the State Party (acting reasonably) for the storage of the State Party Data.

10.5 Malicious Code

1. The Service Provider must not at any time (including after the Service Agreement expires or is terminated) insert or activate Malicious Code into, or permit any third party to insert or activate Malicious Code into:
2. the Service Provider Systems, State Party ICT Environment or the State Party Data; or
3. any other data, system or device used in connection with or otherwise linked to the Service Provider Systems, the State Party ICT Environment or the State Party Data.
4. The Service Provider must:
5. take all reasonably prudent steps (having regard to the scope of the Service Provider's obligations under the Service Agreement) to check for and remove Malicious Code from; and
6. not do or omit to do anything that would lead to any adverse effect on,

the State Party ICT Environment, the State Party Data, or any other data, system or device used in connection with or otherwise linked to the State Party ICT Environment or the State Party Data.

10.6 Security Breaches

1. If the Service Provider becomes aware of a Security Breach, the Service Provider must immediately (and in any case within 24 hours of the Security Breach) notify the State Party (providing full details), and must (within the context of the Services being provided by the Service Provider):
2. immediately take all steps required to limit any further access to or compromise of the State Party ICT Environment or the State Party Data (as applicable), or any further distribution of State Party Data;
3. do all things within its power to remedy the Security Breach and its consequences, including (for clarity) the restoration of lost or corrupted data;
4. exercise reasonable endeavours to ensure that any potential breach does not become an actual breach;
5. promptly disclose to the State Party all information and documents relevant to the Security Breach, including a written report detailing the cause of, and procedure for correcting, the Security Breach and its consequences;
6. cooperate with the State Party and its nominated third parties in investigating the Security Breach, its causes, effects and surrounding circumstances and resolving the Security Breach;
7. give the State Party all access requested by the State Party to any premises, processes and systems of the Service Provider (and procure the Associates and the Service Provider’s System Service Providers (as applicable) give the State Party such access) for the purpose of carrying out an investigation into the Security Breach;
8. assist in identifying compromised State Party Data and/or parts of the State Party ICT Environment (as applicable);
9. use, and certify to the State Party that the Service Provider has used, all reasonable endeavours, in accordance with Good Industry Practice, to prevent any recurrence of such Security Breach or potential Security Breach; and
10. provide all other assistance reasonably required by the State Party arising out of the Security Breach or the circumstances surrounding the Security Breach.
11. To the extent lawful, the Service Provider must not disclose to any third party, or make any public statement concerning, the existence of or circumstances surrounding any Security Breach without the State Party’s prior written approval.
12. To the extent that the Security Breach has been caused or contributed to by the Service Provider (or by any Associate or any System Service Provider of the Service Provider), or would have been avoided or mitigated by the Service Provider's (or such other party’s) compliance with the Service Agreement, the Service Provider must perform its obligations in respect of the Security Breach at its own cost and must reimburse the State Party any costs and expenses that the State Party incurs in dealing with the Security Breach.
13. To the extent that clause 10.6(c) above does not apply, the Service Provider will be reimbursed for the work it carries out in performing its obligations under this clause 10.6 at rates that are consistent with those set out in the Service Agreement.

10.7 Security Testing Event of Default

A reference in the Service Agreement to **Event of Default** includes (in addition to anything else specified in the Service Agreement) the occurrence of the following:

1. the State Party, acting reasonably, considers that the results of any security testing, conducted as contemplated by the Service Agreement, demonstrate that there is a material risk to the security or integrity of the State Party Data, and that material risk is not resolved to the State Party's satisfaction, acting reasonably, within 10 Business Days.