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

Request

REQUEST TITLE:

Leasing and Property Consultant Panel

REQUEST NUMBER:

FIN17075

CLOSING TIME:

2:30 PM, Thursday 17 May 2018, Perth, Western Australia

ISSUED BY:

Department of Finance

Reference Only

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PART A – REQUEST NO FIN17075
INTRODUCTION

1.1 BACKGROUND

The purpose of this Request is to establish a Panel of property and leasing consultants with the appropriate skills and experience to provide a range of services to the State Government in relation to office accommodation. These include, but are not limited to:

- Assisting government secure leases for new office accommodation;
- Assisting government to negotiate and administer existing leases;
- Providing consultancy advice on commercial property matters; and
- Undertake financial modelling and analysis in relation to office accommodation planning and procurement requirements.

The Panel of Contractors will work directly with Government Office Accommodation (GOA) of the Department of Finance, Building Management and Works (BMW). GOA is responsible for:

- Managing the Government's office accommodation portfolio under the Minister for Works' management to achieve government objectives, such as sustainability, universal access, space efficiency, occupancy density, and obtaining Value for Money; and
- Providing office accommodation that meets whole of government requirements and supports government agencies' outcomes and service delivery.

GOA administers approximately 450 leases (470,000 sqm) of office accommodation across Western Australia. These leases have a gross annual rental in excess of $257 million.

GOA provides a range of support services and undertakes various activities to enable government to extract greater value from the Government's office accommodation portfolio, through:

- Strategic short and long term planning for the GOA portfolio including developing business cases and detailed financial/options analysis for whole of government solutions;
- Setting, reviewing and implementing the standards for government office accommodation;
- Management of various government-owned, multi-tenanted office accommodation;
- Procurement of leased office space, as well as the management and administration of office accommodation leases;
- Capitalisation and maintenance of fit-outs owned by the Department of Finance; and
- Change management and project management support services.

The Department currently utilises the expertise of leasing consultants to support its business. Panel arrangements have been established to permit the

Reference Only

appointment of consultants in an efficient manner while maximising Value-for-Money. The current Panel arrangement is due to expire on 30 September 2018.

Reference Only

1.2 SUBMISSION OF OFFER

1.2.1 HAND AND POST LODGEMENT

The Respondent may submit the Offer:

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

If the Respondent submits the Offer by hand or post, the Respondent must provide:

a) Four (4) copies, with one (1) copy marked “original”, and two (2) copies marked “copy”; and

b) One (1) electronic copy on USB or CD ROM (NO DVD’s ACCEPTED) (the CD-ROM must be labelled with the Respondent’s name and Request Number). The electronic copy of the Offer shall be provided on USB or a CD in minimum Microsoft Word 97 or later.doc format (note: this is required for audit purposes). Any brochures or technical data sheets can be provided in Adobe Portable Document File ‘.pdf’ format. In the event of any discrepancy between the electronic copy and the original hard copy of the submission, the original hard copy shall prevail.

1.2.2 FACSIMILE LODGEMENT

Offers may not be submitted by facsimile.

1.2.3 ELECTRONIC LODGEMENT

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

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

The Respondent must be registered to submit an offer electronically.

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

1.3 OFFER VALIDITY PERIOD

The Offer Validity Period is for a period of six (6) months.

1.4 TENDERS WA

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

1.5 CONTACT PERSONS

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

Reference Only

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

CONTRACTUAL AND ROUTINE ENQUIRIES:

Name: William Lee

Title: Senior Procurement Officer

Telephone: (08) 6551 1327

E-mail: william.lee@finance.wa.gov.au

ADVICE ON DELIVERING OFFERS:

Name: Tendering Services

Telephone: (08) 6551 2345

ADVICE ON USING TENDERS WA:

Name: Procurement Systems Support

Telephone: (08) 6551 2020

1.6 REQUEST CONDITIONS

The "Request Conditions" are contained in the Part A of the *Request Conditions and General Conditions of Contract* [August 2017] located at www.finance.wa.gov.au (select Government Procurement, then select "Goods and Services Templates, Guides and Conditions of Contract" from the Quick Links menu) and contain important provisions regarding the nature of this Request and the consequences of the Respondent submitting an Offer. The Respondent is deemed to have read and considered the Request Conditions prior to submitting an Offer.

Reference Only

2. SELECTION PROCESS

2.1 SELECTION PROCESS

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

In determining Value-for-Money, the Contract Authority will:

a). Apply relevant State Supply Commission and Government policies to the assessment of Offers;

b). Require Offers to meet the Pre-Qualification Requirements in Section 3 in Part B;

c). Assess Offers against the Compliance and Disclosure Requirements in Section 4 in Part B;

d). Assess Offers against the Qualitative Requirements in Section 5 in Part B;

e). Assess Offers against the Insurance Requirements in Section 6 in Part B; and

f). Assess the Offered Prices which includes assessing the Offered Price and Pricing Requirements in Schedule 3.

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

2.2 STATE SUPPLY COMMISSION AND GOVERNMENT POLICIES

The following State Supply Commission policies apply to this Request:

a). Value-for-Money;

b). Probity and Accountability;

c). Open and Effective Competition; and

d). Sustainable Procurement.

The following Government policies apply to this Request:

a). Buy Local Policy; including the January 2016 and July 2013 Addenda.

These policies can be viewed and downloaded at www.ssc.wa.gov.au or copies of these policies are available from the State Supply Commission (telephone (08) 6551 1500).

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

Reference Only

SCHEDULE 1 - HEAD AGREEMENT DETAILS AND CUSTOMER CONTRACT DETAILS

HEAD AGREEMENT DETAILS

1. Contract Authority	The Contract Authority is the Director General, Department of Finance.
2. The Term of the Head Agreement	The Term of the Head Agreement is three (3) years.
3. Commencement Date	The Contract Authority will notify the Contractor of the Commencement Date in the Letter.
4. Extensions	The Contract Authority has one (1) two-year option to extend the Term.
5. Notice of Extension	Clause 3.8 of the General Conditions applies.
6. Price Variation	The Price is fixed for the first year of the Term. On each anniversary of the Commencement Date, the Contract Authority may vary the pricing through reference to the Wage Price Index (Wage Price Index, Australia (Cat No 6345: 1 All Groups, Western Australia). To receive the variation in accordance with the Wage Price Index, the Contractor is required to apply in writing for the Contract Authority's approval and least twenty one (21) days prior to the anniversary date. Each Contractor has the option to apply for a Price Variation request and only those that apply in writing will be considered for the variation. No price variation is payable unless and until approved by the Contract Authority. Any request by the Contractor for back-payment of price variations will not be considered.
7. Public Liability	Public liability insurance covering the legal liability of the Contractor and the Contractor's Personnel arising out of the Services for an amount of not less than **$20 million** for any one occurrence and unlimited in the number of occurrences happening in the period of insurance.
8. Workers' Compensation	Workers' compensation insurance in accordance with the provisions of the *Workers' Compensation and Injury Management Act 1981* (WA), including cover for common law liability for an amount of not less than **$50 million** for any one occurrence in respect of workers of the Contractor. The insurance policy must be extended to cover any claims and liability that may arise with an indemnity under section 175(2) of the *Workers' Compensation and Injury Management Act 1981.*
9. Contract Management Requirements	**Reporting** No later than the fifth day of every Calendar Month, the Contractor will be required to provide monthly updates (in a format as required by the Customer) on all Customer Contracts awarded under the Head Agreement that are formed from this Request. The Contractor will need to provide information including but not limited to: • Contract Number; • Summary of the scope of services; • Number of hours approved; • Number of hours remaining; • Number of hours invoiced; • An update on actions undertaken; and • A percentage of completion. The Contractor will be required to provide a statement of negotiation (when this is included in a customer contract), which captures the progression of negotiations undertaken by the Contractor. The agreed rental rates resulting from negotiations will be compared to Landgate valuations, asking rates, and

Reference Only

	properties within GOA's portfolio. **Meetings** The Contractor must ensure that it attends any meetings as reasonably required by the Contract Authority, including briefings or performance review meetings held monthly or at intervals to be agreed by the Parties. The meetings will be held at intervals to reflect Contractor Panel workload and to ensure Contractor performance. These progress updates from Contractors are reviewed by Lease Procurement Managers to track progress against scope of work and hours spent of projects. Feedback will be provided to Contractors through performance review meetings. **Key Performance Indicators** The Contract Authority will measure and report the performance of the Contractor against the following Key Performance Indicators (KPI): • Timeliness – completion of services within stipulated timeframes, 90% completed within the time as measured on an annual basis; • Responsiveness – the timeliness with which the Specified Personnel can be contacted including returning phone calls and emails, with 90% of calls returned with 4 hours and 90% of emails responded to with answer to the query with 24 hours as measured as an average on an annual basis; • Negotiation performance – where applicable, the degree to which negotiations of lease conditions and rates meet the Customer's needs, with the average lease rate under the Landgate advice, as measured by the relevant Client Satisfaction rating greater than 80% as measured on an annual basis for all projects undertaken; • Cost control – the degree to which the Contractor works within the hours that have been quoted and agreed upon to complete the project without the need for variations to the Price applicable to a Customer Contract, as measured by the percentage of hours billed over (or under) the total quoted hours, where agreed additional scope of work variation hours in included in the total quoted hours. This must not exceed more than 5% of the total quoted hours on an annual basis; • Variations – the amount of variations that are generated by the Contractor, as opposed to increased scope of works from the Client/ Lease Procurement Manager, as measured by the achievement of a maximum of 10% of contracts that incurred a variation as calculated on an annual basis; and. • Client Satisfaction – the degree to which the Contractor works within the requirements of the Department and the terms and conditions of the Head Agreement and Customer Contract, as measured by achievement of a minimum 80% level of satisfaction within the Client Satisfaction survey on an annual basis for all projects undertaken. **Contract Authority's Representative** Sean Duffy Acting Assistant Director, Government Office Accommodation 6551 1906 sean.duffy@finance.wa.gov.au **Contract Authority's Address** 16 Parkland Rd Osborne Park WA 6017
10. Confidential Information	For the purposes of paragraph (b) of the definition of "Confidential Information" in clause 2.1 of the General Conditions, there is no information that is specified

Reference Only

	by the Contract Authority as confidential.
11. Panel Arrangement	This Request is to establish a Panel Arrangement. Clause 4(c) of the General Conditions applies.
12. Police Clearance	Clause 18.4 of the General Conditions applies.
13. Confidential Declaration – Prevention of Paedophilia	Clause 18.5 of the General Conditions does not apply.
14. Warranties	For the purposes of clause 19.5 of the General Conditions, no warranties are specified.
15. Intellectual Property Owner	The State of Western Australia is the owner of the Intellectual Property Rights in New Material for the purposes of clause 23.1 of the General Conditions.
16. Working Papers	Clause 23.1 (e) of the General Conditions applies.
17. Publicity	Any other Public Authority that is a client under a Customer Contract is specified for the purposes of clause 24.4 of the General Conditions.
18. Government Policies	The following obligations are obligations relating to government procurement policies for the purposes of clause 32 of the General Conditions: • Value for Money; and • Probity and Accountability.

Reference Only

CUSTOMER CONTRACT DETAILS

1. Customer	The Customer is the Director General, Department of Finance.
2. The Term of the Customer Contract	The Term will commence on the Commencement Date and will expire when the Services have been supplied in accordance with Clause 6 of the General Conditions.
3. Commencement Date	The Customer will notify the Contractor of the Commencement Date in the Order.
4. Price Variation	The Price is fixed for the Term unless agreed otherwise by the Parties. The Contractor may apply for a Price Variation but it shall not exceed the maximum hourly rate in the Offer and varied under the Head Agreement. Documentation may be required to justify applications for revised Customer Contract prices during the term of the Customer Contract.
5. Public Liability	Public liability insurance covering the legal liability of the Contractor and the Contractor's Personnel arising out of the Services for an amount of not less than **$20 million** for any one occurrence and unlimited in the number of occurrences happening in the period of insurance.
6. Professional Indemnity.	Professional indemnity insurance covering the legal liability of the Contractor and the Contractor's Personnel under the Customer Contract, arising out of any act, negligence, error or omission made or done by or on behalf of the Contractor, or any subcontractor in connection with the Contract for a sum of **$10 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. Professional indemnity insurance required under this clause must include: a) fraud and dishonesty; b) defamation; c) infringement of intellectual property rights; d) loss of or damage to documents and data; and e) breach of Australian Consumer Law.
7. Workers' Compensation	Workers' compensation insurance in accordance with the provisions of the *Workers' Compensation and Injury Management Act 1981* (WA), including cover for common law liability for an amount of not less than **$50 million** for any one occurrence in respect of workers of the Contractor. The insurance policy must be extended to cover any claims and liability that may arise with an indemnity under section 175(2) of the *Workers' Compensation and Injury Management Act 1981*.
8. Contract Management Requirements	**Customer's Representative** As per the Order. **Customer's address** 16 Parkland Rd Osborne Park WA 6017 **Reporting** No later than the fifth day of every calendar month, the Contractor will be required to provide monthly updates on all Customer Contracts awarded under the Head Agreement that are formed from this Request. The Contractor will need to provide information such as: • Contract number; • Summary of the scope of services;

Reference Only

	• Number of hours approved; • Number of hours remaining; • Number of hours invoiced; • An update on actions undertaken; and • A percentage of completion. . **Meetings** The Contractor(s) must ensure that it attends any meetings as reasonably required by the Contract Authority, including briefings or performance review meetings held monthly or at intervals to be agreed by the Parties. The meetings will be held at intervals to reflect Contractor Panel workload and to ensure Contractor performance. Feedback will be provided to Contractors through performance review meetings. **Key Performance Indicators** The Customer will measure and report the performance of Contractor against the following Key Performance Indicators (KPI): • Timeliness – completion of services within stipulated timeframes, 90% completed within the time as measured on an annual basis; • Responsiveness – the timeliness with which the Specified Personnel can be contacted including returning phone calls and emails, with 90% of calls returned with 4 hours and 90% of emails responded to with answer to the query with 24 hours as measured as an average on an annual basis; • Negotiation performance – where applicable, the degree to which negotiations of lease conditions and rates meet the Customer's needs, with the average lease rate under the Landgate advice, as measured by the relevant Client Satisfaction rating greater than 80% as measured on an annual basis for all projects undertaken; • Cost control – the degree to which the Contractor works within the hours that have been quoted and agreed upon to complete the project without the need for variations to the Price applicable to a Customer Contract, as measured by the percentage of hours billed over (or under) the total quoted hours, where agreed additional scope of work variation hours in included in the total quoted hours. This is not expected to exceed more than 5% of the total quoted hours on an annual basis; • Variations – the amount of variations that are generated by the Contractor, as opposed to increased scope of works from the Client/ Lease Procurement Manager, as measured by the achieving of a maximum of 10% of contracts that incurred a variation as calculated on an annual basis; and. • Client Satisfaction – the degree to which the Contractor works within the requirements of the Department and the terms and conditions of the Head Agreement and Customer Contract, as measured by achievement of a minimum 80% level of performance within the Client Satisfaction survey on an annual basis for all projects undertaken. **Customer Contract KPI Review.** At the conclusion of each Customer Contract a KPI Review will be conducted using a template created by the Department. The outcome of KPI Reviews will be reported to Contractors and will also be considered in the Panel Client Satisfaction Survey.
SPECIAL CONDITIONS	
9. Confidential	For the purposes of paragraph (b) of the definition of "Confidential Information"

Reference Only

Information	in clause 2.1 of the General Conditions, there is no information that is specified by the Customer as confidential.
10. Police Clearance	Clause 18.4 of the General Conditions applies.
11. Confidential Declaration – Prevention of Paedophilia	Clause 18.5 of the General Conditions does not apply.
12. Warranties	For the purposes of clause 19.5 of the General Conditions, no warranties are specified.
13. Intellectual Property Owner	Clause 23.1 (a) of the General Conditions applies.
14. Working Papers	Clause 23.1 (e) of the General Conditions applies.
15. Publicity	Any other Public Authority that is a client under a Customer Contract is specified for the purposes of clause 24.4 of the General Conditions.
16. Government Policies	The following obligations are obligations relating to government procurement policies for the purposes of clause 32 of the General Conditions: • Value-for-Money; and • Probity and Accountability.

Reference Only

SCHEDULE 2 - SPECIFICATION / STATEMENT OF REQUIREMENTS

1. STATEMENT OF REQUIREMENTS

The Department of Finance requires a Panel of suitably skilled and experienced consultants to undertake a range of consultancy services relating to leases and other property matters for office accommodation.

1.1 BACKGROUND

A SECURING NEW OFFICE ACCOMMODATION

The Minister for Works is the primary lessee for State Government office accommodation.

The Department of Finance procures and manages leased office accommodation on behalf of the Minister for occupancy by government agencies. Agencies enter into a memorandum of understanding with the Department of Finance regarding the terms and conditions of their occupancy.

To obtain new leased office accommodation, government agencies submit a statement of need to the Department of Finance detailing:

- The amount of space required;
- The number of staff to be accommodated;
- Details of any special building operational requirements;
- The term of the proposed lease;
- Confirmation that the agency's needs cannot be met by using existing government vacant or underutilised space;
- Details of the preferred premises (if identified);
- Confirmation that funding is available;
- Compliance with the Government Office Accommodation Policies; and
- The endorsement of the agency's Chief Executive Officer.

On approval of the above, the Department of Finance can authorise commencement of a procurement process and subsequently negotiations regarding the lease terms and conditions for the preferred premises.

The Department of Finance assists agencies with identifying premises and preparing the statement of need, negotiating the lease terms and conditions, and preparing the lease documentation for signing.

B NEGOTIATING AND ADMINISTERING EXISTING LEASES

The Department of Finance is responsible for the ongoing management of leases where the Minister for Works is the lessee. This includes:

Reference Only

- The payment of rent and outgoings to lessors in accordance with the terms and conditions of the lease and the recovery of those monies from tenant agencies in accordance with the applicable memorandum of understanding;
- Ensuring that all lease transactions, including the exercise of lease options and administering rent reviews, are undertaken in accordance with the lease terms and conditions, tenant agency instructions, and government office accommodation policy and standards; and
- Ensuring that the lessor complies with the lease terms and conditions.

C PROVIDING CONSULTANCY ADVICE ON COMMERCIAL PROPERTY MATTERS

The Department of Finance undertakes detailed property analysis to inform business cases and other formal submissions to Government. This includes:

- Providing strategic accommodation planning advice, including advice on maximising the utilisation of premises and undertaking property market analysis;
- Providing advice to assist in the development of proposals to meet accommodation requirements and assisting the development and execution of formal approaches to the market (for example, requests for proposals, expressions of interest and requests for information);
- Evaluating and analysing development and leasing opportunities, including financial modelling and cash flow models of accommodation options, as required to meet the Department's requirements of Treasurer's Instructions and Accounting Requirements; and
- Sourcing and coordinating other specialist property related services where necessary.

D GOVERNMENT OFFICE ACCOMMODATION REFORM PROGRAM

The Department of Finance has established the Government Office Accommodation Reform Program (the Reform) to reduce the overall office accommodation cost to government.

The Reform aims to reduce costs by:

- Reducing the office space that is occupied by government;
- Reduce the lease costs by securing the best available outcome; and
- Improving the use and management of existing office space.

This will mean increased data capture of lease and associated information, across government owned and leased assets.

1.2 PANEL TO BE ESTABLISHED

This Request aims to establish a Panel of consultants who can provide the Services described in clause 2 below.

While the Panel aims to ensure that all the required Services can be delivered, it is not mandatory for all Panel Members to be able to deliver all the types of Services listed under the Specification.

Reference Only

It is not mandatory for Panel Members to have knowledge of both the metropolitan and regional areas.

Therefore, where an Offer demonstrates specialist skills against some of the required Services, and not all, the Respondent may still be considered for appointment to the Panel.

Reference Only

2. SPECIFICATION

In the provision of Services under a Customer Contract successful Respondents may be required to perform a range of consultancy services (in liaison with the Department of Finance).

The service requirements will include (but are not be limited to):

- Negotiating market rent reviews and assisting with advice on exercising options in accordance with the lease, including providing advice on reducing the costs associated with the premises;
- Negotiating new leases and assisting with the renewal of existing leases, including undertaking accommodation searches and feasibility studies associated with accommodation solutions;
- Assisting with the re-negotiation of existing leases to secure long term occupation of a premises at favourable rates;
- Providing advice and assisting with the termination of leases in liaison with the lessor, managing agent and the Department;
- Providing strategic accommodation planning advice, including advice on maximising the utilisation of premises and undertaking property market analysis;
- Providing advice and assisting in the development of accommodation proposals and formal approaches to the market such as requests for proposals, expressions of interest and requests for information);
- Evaluating and analysing development and leasing opportunities, including financial modelling and cash flow models of accommodation options, as required to meet the Department's requirements of Treasurer's Instructions and Accounting Requirements;
- Coordinating Expression of Interest and Request for Proposal processes for the Department, including answering queries on submissions, collating the proposals, providing information to assist in the evaluation of proposals and writing the evaluation report; and
- Sourcing and coordinating other specialist property related services where necessary.

Note: Respondents may still submit an Offer, even if they cannot provide all of the service requirements.

Many Contracts will be routine requirements where a discrete set of steps are to be followed and the Contractor's expertise will utilise those steps to provide quality services. Other Customer Contracts will have a final output (for example, report, recommendation and business case). The Contractor will be expected to devise its own approach and methodology to successfully complete these Customer Contracts

The Department has comprehensive government office accommodation sustainability policies, around the sustainable use of natural resources such as water and energy within buildings. These policies require the achievement of minimum building performance levels as measured under national programs, including the Nation-wide Built Environment Rating (NABERS) star rating scheme. Contractors will be required to be familiar with these sustainability targets and their inclusion where applicable in leasing agreements.

Reference Only

In each case, the successful Respondents' advice and actions will be pivotal in assisting the Department in achieving the best result for the State Government. The services will need to be delivered state wide, as there are approximately 450 leases held across the State.

2.1 INVOICING

Panel Members shall submit itemised invoices monthly for services provided directly to the Department of Finance, unless agreed otherwise.

All invoices must include either a detailed breakdown of the services provided, the personnel utilised and the time against each item or a project report outlining this information as support for the hours of service that have been provided.

The Department of Finance shall allocate a Customer Contract number for each appointment of a Panel Member for a particular service or set of services. The Panel Member is required to quote the allocated number in any invoice.

2.2 *BUILDING ACT 2011* REQUIREMENTS

Panel Members appointed to Customer Contracts under the Panel are obliged to comply with the requirements of the *Building Act 2011* in the provision of the Services.

2.3 PROCUREMENT BY PANEL MEMBERS

Panel Members may be required to procure Services to complete the requirements of a Customer Contract. Where the Services under a Customer Contract require such procurement, clause 17 of the Customer Contract Details applies and the Panel Member may be required to demonstrate that their processes maximise Value for Money.

2.4 MEETINGS AND TRAVEL

The Offered Price shall include the costs incurred for travel and for attending meetings.

For regional areas where it can be shown that additional costs have been incurred, reasonable costs related to travel to undertake Services under a Customer Contract ***may*** be reimbursed upon agreement with the Department of Finance. Panel member to provide a quote on these cost for the Department of Finance's acceptance prior to the work and costs being incurred.

Travel costs must be in accordance with the *Public Service Award 1992*. Details on the *Public Service Award 1992* are located at:

http://forms.wairc.wa.gov.au/awards/PUB007/p51/PUB007.pdf

Reference Only

3. SUPPLIER DEMERIT SCHEME

Panel Members are subject to BMW's Supplier Demerit Scheme. Details of the scheme are available on the BMW *Qualifying for Work with BMW* page located within the Contractor Information section of BMW's website which can be accessed through www.finance.wa.gov.au.

The Scheme will give the Department a mechanism to manage instances of especially poor performance by Contractors and Consultants (suppliers).

3.1 WHO WILL THIS IMPACT?

The Scheme applies to all Contractors that are engaged through a Panel.

Reference Only

PART B – CONTENT REQUIREMENT AND RESPONDENT'S OFFER

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

1. NOTE TO RESPONDENT

In preparing its Offer, the Respondent must:

a). address each requirement in the form set out in this Part B;

b). take into account the Head Agreement Details Customer Contract requirements, as explained in the Head Agreement Details Customer Contract Details. The Respondent must read these in conjunction with the General Conditions;

c). in respect of the Qualitative Requirements in Section 5 in this Part B, provide full details of any claims, statements or examples;

d). assume that the Contract Authority or Customer has no knowledge of the Respondent, its activities, experience or any previous work undertaken by the Respondent for the Contract Authority, Customer or any other Public Authority; and

e). nominate any Offer Information that the Respondent wishes to expressly and reasonably nominate as confidential for the purposes of the Request Conditions.

2. IDENTITY OF RESPONDENT

The Respondent must provide the following details:

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

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

Reference Only

3. PRE-QUALIFICATION REQUIREMENTS

There are no Pre-Qualification Requirements for this Request.

4. COMPLIANCE AND DISCLOSURE REQUIREMENTS

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

a). **Compliance**

(i). Head Agreement Details

The Respondent must confirm whether it will comply with the Head Agreement Details. If the Respondent will not comply with any clause of the Head Agreement Details, the Respondent must set out: (A) the clause(s) of the Head Agreement Details it will not comply with; (B) the extent of non-compliance – including the alternative clause, if any, or a description of any changes it requires to the Head Agreement Details; and (C) the reason for non-compliance. **RESPONDENT TO COMPLETE:** Does the Respondent agree to the Head Agreement Details?

Yes ❑	No ❑
If No, provide details:	

(ii) Customer Contract

The Respondent must confirm whether it will comply with the Customer Contract (excluding the General Conditions and Schedules). If the Respondent will not comply with any clause of the Customer Contract, the Respondent must set out: (A) the clause it will not comply with; (B) the extent of non-compliance – including the alternative clause, if any, or a description of any changes it requires to the Customer Contract; and (C) the reason for non-compliance. **RESPONDENT TO COMPLETE:** Does the Respondent agree to the Customer Contract?

Yes ❑	No ❑
If No, provide details:	

Reference Only

(iii) General Conditions / Schedules

The Respondent must confirm whether it will comply with the General Conditions and Schedules. If the Respondent will not comply with any of the General Conditions and Schedules, the Respondent must set out: (A) the General Condition / Schedules it will not comply with; (B) the extent of non-compliance – including the alternative clause, if any, or a description of any changes it requires to the General Conditions / Schedules; and (C) the reason for non-compliance. **RESPONDENT TO COMPLETE:** Does the Respondent agree to the General Conditions/Schedules?

Yes ❑	No ❑
If No, provide details:	

b). DISCLOSURES

(i) Participants (including subcontractors)

RESPONDENT TO COMPLETE: Is the Respondent acting as an agent or trustee for another person or persons?

Yes ❑	No ❑
If Yes, provide details:	
AND Is the Respondent acting jointly or in association with another person or persons?	
Yes ❑	No ❑
If Yes, provide details:	
AND Has the Respondent engaged, or does the Respondent intend to engage, another person or persons as a subcontractor in connection with the supply of the Services?	
Yes ❑	No ❑
If Yes, provide details:	

Reference Only

(ii) Criminal Convictions

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

Yes ❑	No ❑
If Yes, provide details:	

(iii) Conflict of Interest

The Respondent must declare and provide details of any actual, potential or perceived conflict of interest. **RESPONDENT TO COMPLETE:** Does the Respondent have any actual, potential or perceived conflict of interest in relation to the performance of the Customer Contract (if awarded) by the Respondent?

Yes ❑	No ❑
If Yes, the reasons why:	

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

RESPONDENT TO COMPLETE: Respondent is required to disclose whether it is a:	
(A) small business that employs less than twenty (20) people; and/or	
Yes ❑	No ❑
(B) registered Australian Disability Enterprise (ADE) – registered means to be listed as an approved ADE on the Australian Disability Enterprises website at: www.ade.org.au/; and/or	
Yes ❑	No ❑
(C) registered Aboriginal Business – the business is to be registered on the Aboriginal Business Directory WA at: http://www.abdwa.com.au/.	
Yes ❑	No ❑
The Respondent should note that its response to this Compliance and Disclosure Requirement: (A) will be used by the Department of Finance for statistical purposes only; and (B) will not be used by the Customer in its evaluation of the Offer.	

Reference Only

(v) Credit Card/Purchasing Card Payment

RESPONDENT TO COMPLETE:	
The use of credit cards/purchasing cards by agencies is actively promoted as a payment method. The Respondent is required to disclose whether it agrees to receive credit card/purchasing card payment. Does the Respondent agree to receive credit card/purchasing card payments?	
Yes ❑	No ❑
[Please refer to clause 21.6 of the Request Conditions and General Conditions of Contract for additional information]	

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

(A). Financial Information

The Respondent, or if a body corporate, any director or majority shareholder, is required to consent to the Contract Authority making enquiries with the Western Australian Commissioner of State Revenue or his or her delegates as to the financial details of the Respondent, and to the Western Australian Commissioner of State Revenue or his or her delegates disclosing any tax information to the Contract Authority upon application and for the duration of any contract. **RESPONDENT TO COMPLETE:** Does the Respondent, or if a body corporate, any director or majority shareholder, consent to the Contract Authority making enquiries with the Western Australian Commissioner of State Revenue or his or her delegates as to the financial details of the Respondent, and to the Western Australian Commissioner of State Revenue or his or her delegates disclosing any tax information to the Contract Authority upon application and for the duration of any contract?	
Yes ❑	No ❑

Reference Only

5. QUALITATIVE REQUIREMENTS

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

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

a). **SPECIFIED PERSONNEL** (30% WEIGHTING) **[37.5%]**

The Respondent must:

(i) Identify any proposed Specified Personnel together with a brief curriculum vitae for each of them;

(ii) Detail the proposed roles and availability of the proposed Specified Personnel for the Contract during the Term; and

(iii) Describe the skills and industry experience of all proposed Specified Personnel, especially how their experience relates to the requirements set out in Schedule 2 – Specification / Statement of Requirements.

RESPONDENT TO COMPLETE:

Respondent to provide the Specified Personnel information required under this clause.

b). **DEMONSTRATED CAPACITY AND EXPERIENCE, OF THE ORGANISATION** (20% WEIGHTING) **[25%]**

The Respondent must:

(i) Provide details on the structure and attributes within the Respondent's organisation that support or facilitate the following:

- Communication competency with clients and lessees;
- Appropriate and timely reporting and remittance for such services; and
- Access to resources to ensure consistency and continuity of service quality.

(ii) Demonstrate comprehensive experience, knowledge and understanding of commercial lease documentation, including experience in:

- Negotiating and administering leases on behalf of tenants or prospective tenants of commercial properties, including providing examples of negotiated outcomes;
- Providing comprehensive written advice to public and/or private sector organisations on office accommodation strategies and options to effectively support business operations, provide Value for Money, and achieve other business objectives (such as space

Reference Only

utilisation, disability access and sustainability), in the context of prevailing leasing markets; and

- Preparing complex and analytical property reports, contributing to complex business cases, and submissions in relation to office accommodation matters to a standard consistent with current government reporting and business case requirements.

(iii) Outline business processes that have a positive environmental impact, including any accreditation and/ or compliance with ISO 14001 Environmental Management Systems or relevant certifications, accreditations or policies. Examples may include Respondents' business processes and practices that minimise environmental impact and waste, such as return on unnecessary printing, provision of documents via electronic means or energy efficiency initiatives within the Contractor's business; and

(iv) Demonstrate an understanding of the Perth Metropolitan Region and/or Western Australian regional property markets. If applicable include information on experience with and knowledge of operations in regional Western Australia including details of specific locations.

RESPONDENT TO COMPLETE:

Respondent to demonstrate the skills and experience of the organisation to undertake projects relevant to the Services.

c). **SUITABILITY OF PROPOSED SERVICES** (30% WEIGHTING) **[37.5%]**

The Respondent must:

(i) Demonstrate an appreciation and understanding of the requirements of the Request including how it will meet the KPIs under the Head Agreement Details;

(ii) Provide an outline of methodology, processes and procedures that will contribute to an approach that will achieve the provision of the services to a high quality and demonstrate the proposed services meet the description set out in Schedule 2 - Specification / Statement of Requirements;

(iii) Outline how it will achieve results in negotiations on behalf of its clients;

(iv) Provide recent examples of contracts, or projects relevant to the services, with the following information:

- The customer/clients;
- The property or premises;
- The project requirements;
- The actions that were undertaken, including information on the extent of lease negotiations conducted;
- The outcome;

Reference Only

- Details of a referee who may be contacted to verify the claims of relevant experience; and
- Any additional examples of work to demonstrate an understanding of the requirements of the Request, including examples of negotiated outcomes.

(v) Provide details of how it will add value to the government office portfolio, including providing supporting examples.

RESPONDENT TO COMPLETE:

Respondent to demonstrate suitability of the proposed services.

d). **LOCAL CONTENT** (20% WEIGHTING) **[0%]**

When a bid is received from:

(i) A business that is located in another state or territory of Australia, or in New Zealand under the Australia New Zealand – Government Procurement Agreement (ANZGPA); or

(ii) A business that is located in the United States (when the purchase is a "covered procurement" under the Australia-United States Free Trade Agreement (AUSFTA)); or

(iii) A business that is located in Chile (when the purchase is a "covered procurement" under the Australia Chile Free Trade Agreement (ACI-FTA)); or

(iv) A business that is located in Korea (when the purchase is a "covered procurement" under the Korea-Australia Free Trade Agreement (KAFTA)); or

(v) A business that is located in Japan (when the purchase is a "covered procurement" under the Japan-Australia Economic Partnership Agreement (JAEPA)), or

(vi) A business that is located in Singapore (when the purchase is a "covered procurement" under the Singapore-Australia Free Trade Agreement (SAFTA)).

The local content weighted selection criteria will not be evaluated during the qualitative assessment. Should the local content criterion not be applicable, the 20% weighting will be divided proportionately across the remaining criteria (see [xx%] for revised weightings).

The Respondent must address the following:

(i) The Respondent must specify the location of where the Contract management and the provision of the services will be performed;

(ii) The Respondent must provide details of how the Respondent supports other Western Australian businesses through subcontracting or other supply arrangements;

(iii) The Respondent must estimate the percentage of the total Offered Price as to the amount which represents Contract activities performed

Reference Only

in Western Australia, in other Australian States or Territories, New Zealand, the United States, Chile, Korea, Japan, Singapore and overseas, in accordance with the following table:

	Western Australian Content	**Other Australian States, New Zealand, United States, Chile, Korea, Japan and Singapore**	**Imported Overseas Content**	**TOTAL**
%	%	%	%	100%

(iv) The Respondent must estimate the employment creation and retention and industry and skills development initiatives which may arise if a Contract is awarded to the Respondent; and

(v) The Respondent must provide details of any other economic, social or environmental benefits to Western Australia.

RESPONDENT TO COMPLETE:

Respondent to provide the local content information required under this clause.

Reference only

6. HEAD AGREEMENT AND CUSTOMER CONTRACT INSURANCE REQUIREMENTS

HEAD AGREEMENT INSURANCE REQUIREMENTS

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

RESPONDENT TO COMPLETE:

Does the Respondent have the insurance required under Schedule 1 - Head Agreement Details?

(Yes / No)

If yes, the Respondent must complete the following table:

	Insurer	ABN	Policy No	Insured Amount	Expiry Date	Exclusions, if any
Public Liability Insurance not less than $20 million for any one (1) occurrence and unlimited in aggregate						
Workers' Compensation including common law liability of $50 million						

OR

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

(Yes / No)

If No, the reasons why.

CUSTOMER CONTRACT INSURANCE REQUIREMENTS

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

RESPONDENT TO COMPLETE

Does the Respondent have the insurance requirements set out in Schedule 1 - Customer Contract Details?

(Yes / No)

If yes, the Respondent must complete the following table:

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

1. Professional Indemnity insurance for an amount not less than $10 million for any one (1) occurrence						
2. Public Liability Insurance not less than $20 million for any one (1) occurrence and unlimited in aggregate						
3. Workers' Compensation including common law liability of $50 million						

OR

If no, does the Respondent confirm that prior to being awarded a contract, they will obtain the insurance policies set out in Schedule 1 - Customer Contract Details before the Commencement Date?

(Yes / No)

If No, the reasons why.

Reference

SCHEDULE 3 - PRICING

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

a) OFFERED PRICE AND PRICE SCHEDULE

(i) The Respondent must include in the Offer this completed Schedule 3 - Pricing.

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

(iii) The Offered Price will be deemed to include the cost of complying with this Request (including the Head Agreement Details, Customer Contract Details and any Addenda available, if any) and the General Conditions and the cost of complying with all matters and things necessary or relevant for the due and proper performance of the Head Agreement and Customer Contract. Any charge not stated as being additional to the Offered Price will not be payable by the Customer.

(iv) If the Offered Price is consideration for a taxable supply under the GST Act, the Offered Price will be deemed to be inclusive of all GST applicable to the taxable supply at the rate in force for the time being.

(v) The Respondent must provide the maximum hourly rate applicable to the provision of the Services for all applicable Personnel as per the table below.

(vi) The Respondent, if appointed to the Panel, in offering its Services on a Customer Contract, cannot exceed this hourly rate but may offer an hourly rate lower than the maximum hourly rate, at its discretion, in order to remain competitive on the Panel.

(vii) For evaluation purposes, please do not change the format of the table below.

RESPONDENT TO COMPLETE

Description of Personnel	Maximum Hourly Rate (excl. GST)	GST	Maximum Hourly Rate (Incl. GST)
1. Director/Partner	$	$	$
2. Manager/Senior	$	$	$
3. Junior	$	$	$
4. Other Personnel (Please specify)	$	$	$

Reference Only

SCHEDULE 4 - NOT APPLICABLE

Reference Only

SCHEDULE 5 - ORDER FORM

Following each Invitation for Offer process, an Order form will be provided at Contract commencement to the successful Panel member confirming the details.

Reference Only

SCHEDULE 6 - BUYING RULES

The Customer will purchase the services in accordance with the following Buying Rules:

Monetary Threshold	Buying Process
1. Services valued at less than $20,000 including GST	Formally request quotations in writing from one or more Panel Members.
2. Services valued at between $20,000 and $100,000 including GST	Formally request quotations in writing from two or more Panel Members.
3. Services valued at $100,000 or more including GST.	A procurement will take place outside of the Panel arrangement in accordance with State Supply Commission policy.

i) The Department will determine whether a particular service can be delivered in-house or is preferable to be provided by a Panel Member. If it is determined that a Panel Member is to be appointed, an Order will be issued according to the Buying Rules. It will detail the scope of the services to be provided and their delivery dates.

ii) To determine which Panel Member to invite, the Department will take into consideration price, capability, experience, availability and quality of prior performance.

iii) Where the cost of the Customer Contract is estimated to be greater than $100,000 including GST, the requirement will not be progressed under this Panel Contract.

iv) When procuring services based in the regions where Quotes are required under the Buying Rules, Regional Price Preferences will be applied.

v) When responding to an Invitation for Offer, Panel Members will provide the following, as a minimum:

- the rate per hour for the service which is not to exceed the maximum hourly rate under the Head Agreement;
- the total number of hours required to complete the services;
- the total cost of the services;
- key milestone dates and/or final service delivery deadlines; and
- the personnel to be assigned to the task and their availability.

vi) All Panel Members responding to an Invitation for Offer will be notified of the result of their Offer.

vii) Should the Department's Lease Procurement Managers determine that best value to government for a regional contract cannot be provided by Panel Contractors, the Department reserves the right to procure services from a regional supplier outside of the Panel Contract.

Reference Only

SCHEDULE 7 TO 16 – NOT APPLICABLE

Reference Only