



Government of Western Australia  
Department of Finance  
Government Procurement

# The Written Quote Template Suite

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A Guide to Completing the  
Written Quote Template Suite

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## 1. So you want to release a Written Quote?

We're here to help. This *Guide to Completing the Written Quote Template Suite* (Guide) is a resource that you can use to assist you to facilitate the Written Quote process. The Guide contains help with the process itself, but also gives guidance on completing the templates in the Written Quote Template Suite.

In this Guide we have included the following symbols so that you can easily spot helpful information:


 Other resources and guidance

 Extra hints and tips

 Examples

While this Guide and the Written Quote Template Suite help you facilitate the Written Quote process, we understand that you may need further assistance. The Department of Finance (Finance) conducts Written Quotes workshops, which can assist you with facilitating a Written Quote process. In addition, Finance's Agency Procurement Services team can help you.

 [Written Quotes Process](#) workshops are available for you to enrol in.

 Your agency's contact within Finance's Agency Procurement Services team may be found on the [Agency Representatives List](#) (PDF)

## 2. When to use the Written Quote Template Suite

In accordance with the Written Quote threshold established in the State Supply Commission's (SSC) Open and Effective Competition policy, you should use the Written Quote Template Suite when purchasing products and services valued from \$50,000 and up to \$250,000, except where:

- the purchase is to be made by using a Common Use Arrangement or existing Agency Contract;
- the purchase is to be made through a financial arrangement that is not a commercial procurement, such as a grant, disposal or an investment or for procurement under the Delivering Community Services in Partnership policy;
- a risk assessment indicates that the product or service being bought represents a high risk to government and a contract with a more conservative risk profile is required to manage these risks. Agencies should use the Department of Finance's (Finance) Request template (available for this purpose);
- conducting a procurement of Information Communication Technology products and/or services;
- conducting a procurement of Cleaning Services; or
- both procurement and delivery will take place outside Australia.






The [SSC's supply policies](#), including the Open and Effective Competition policy may be found on the [SSC website](#).



The [Delivering Community Services in Partnership Policy](#) may be found in the [Government Procurement website](#).



A list of Common Use Arrangements may be found on the [Contracts WA website](#).

-  When referring to monetary thresholds (eg the 'Written Quote threshold from \$50,000 to \$250,000), the thresholds include GST and represent the total contract value. Total contract value is the value of the contract to be awarded over its life. SSC's Open and Effective Competition policy requires the total term of a contract to be less than five years. So, for example, the total contract value of a five year contract would be the annual price multiplied by five years.
-  Contact your agency's procurement area before starting your written quote process. Your agency should maintain a list of contracts it currently holds. These contracts are 'Agency Contracts'. Where there is already a contract in place in your agency for the product or service you wish to buy, you should buy from an existing contract.
-  The Written Quote Template Suite was designed to be used for all low risk, low value procurement activity. The suite adopts a risk profile commensurate with such procurement activity and reduces red tape for both buyers and suppliers. As such, it isn't necessary for you to specify types and amount of insurance coverage the supplier must hold. Clause 9 of the **Simple Contract Terms** requires the contractor to maintain public liability insurance, workers' compensation insurance (including common law liability) and any other insurance consistent with good industry practice a prudent contractor would reasonably require in connection with the products and/or services under the contract. The Simple Contract Terms also require the contractor to provide the customer with proof of insurance upon request. This treatment of insurance, along with the insurance clauses in the Simple Contract Terms, have been endorsed by RiskCover and will not affect the level of insurance provided to agencies through that body.

### 3. The Written Quote Template Suite

The Written Quote Template Suite is made up of the following templates and documents:

- this Guide to Completing the Written Quote Template Suite;
- the Request for Quote template;
- the Simple Contract Terms;
- the Simple Contract Terms Glossary;
- the Evaluation Handbook template;
- the Evaluation Report template;
- the Award Letter template; and
- the Unsuccessful Letter template.

Together these documents should enable you to facilitate a whole Written Quote process up to the point of award of a contract. These documents must be used as a package and must not be combined with other procurement templates published by Finance.



The [Written Quote Template Suite](#) may be found in the Government Procurement website.

The Simple Contract Terms and the Simple Contract Terms Glossary are not templates. These documents are stand-alone, unalterable documents, which together with the Request for Quote, the successful respondent's offer and the Award Letter form the contract that your agency has with the successful respondent. The Simple Contract Terms and the Simple Contract Terms Glossary do not need to be attached to the Quote when released, however, suppliers are able to view these documents online. The Simple Contract Terms and the Simple Contract Terms Glossary are not negotiable.

Although not technically a part of the Written Quote Template Suite, Part A of the Request Conditions and General Conditions of Contract (GCOC), applies to the Written Quote procurement process. Part A of the GCOC contains clauses relating to the evaluation process, rules about what your agency can and can't do when evaluating offers, and clauses that require the respondent to do or promise certain things with respect to their offers. Part A of the GCOC 'falls away' or is no longer relevant when a contract is awarded.

## 4. A summary of the Written Quote process

In simple terms, the procurement process, using the Written Quote Template Suite is as follows:

- a. Identify the need.
- b. Develop a specification and the Request for Quote, using the **Request for Quote** template.
- c. Identify a sufficient number of suppliers capable of supplying the products or services. Ensure that regional suppliers are given every opportunity to supply for a regional purchase.





Where an exemption from the minimum competitive requirements of the State Supply Commission's Open and Effective Competition policy is sought to engage an Australian Disability Enterprise (ADE) or an Aboriginal business you may seek quotes from one supplier (the ADE or Aboriginal business) only.

- d. Invite the suppliers by using Tenders WA to issue the Quote. Alternatively the Quote may be released publically through Tenders WA. You are strongly discouraged from emailing quote documents to suppliers. Please use the notification function in Tenders WA to alert suppliers to your quote.
- e. Ensure suppliers are able to respond using Tenders WA by ensuring you select Electronic Tender Lodgement (ETL) as the only method for response. Tenders WA allows other lodgement methods, but for Quotes, please ensure only ETL is selected. No other method of submission is permitted.
- f. After closing time, close the quote and open the tender box in Tenders WA to receive the respondents' offers (bids or tenders) Your agency may have an agreement with another agency or the Department of Finance for them to assist you in opening tenders. Please consult your agency's guidelines for more information.
- g. Form an evaluation team of two or more team members. Your evaluation team should consist of public servants only.
- h. Complete the **Evaluation Handbook**, including the 'Summary of Offers' section in the Evaluation Worksheet and forward a copy of the **Evaluation Handbook**, and the offers to the evaluation team members.
- i. The evaluation team members must then individually assess the offers against the standard evaluation criteria included in the **Request for Quote**.
- j. Convene a meeting of the evaluation team in order to reach a consensus decision on the respondent/s that represent best value for money.

- k. Complete the ***Evaluation Report*** template and ensure that it is approved by an appropriate authority within your agency prior to awarding the contract.
- l. Should the price of the successful bidder equal or exceed \$250,000, the Accountable Authority may elect to award the contract. In assessing this, the Accountable Authority will consider how much the threshold has been exceeded by and the benefits of an open tender process.
- m. A contract is then formed by sending each successful respondent an Award Letter – you must complete the ***Award Letter*** template and ensure it is signed by your agency’s accountable authority or delegate.
- n. Complete and send the ***Unsuccessful Letter*** template to the unsuccessful respondents. The unsuccessful letter is to be signed by your agency’s accountable authority or delegate.
- o. Post the contract award details on Tenders WA.





 You may identify suppliers through your own knowledge of the market for your products or service, alternatively, you may do a key word search on Tenders WA to determine which suppliers have won contracts with other Government agencies. A sufficient number of suppliers is generally thought to mean between two and five suppliers, depending on the size of the market for your good or service.


 When advertising your Quote on Tenders WA you may choose to invite only those suppliers you have identified, without making your invitation public. To do so, choose 'Restricted'.


Alternatively you may choose 'Invited' which allows your identified suppliers to download your Quote from Tenders WA but also makes the advertisement public, though the document is not public. This is not the preferred method, as suppliers who are not invited may wish to be invited, which may not allow them sufficient time to respond.







The preferred method is to release the Quote to the open market by choosing 'Supplier Notification', which will notify your identified suppliers that a Quote is available, and will allow those invited, and suppliers at large (ie those not invited) to download the Quote from Tenders WA.

 Agencies are required to keep a 'delegations list' which outlines the people in your agency who have the authority to enter into contracts. These are people who need to approve the evaluation report and sign the award letters. This delegation schedule is unique to each agency.

 Although the procurement process ends with the award of a contract, you must then ensure you manage your contract appropriately. There are a number of contract management tools available on Finance's website.

 After you award your contract, you must remember to place the details of the contract in your agency's contracts register.

 The SSC Open and Effective Competition policy requires agencies to give respondents a debrief upon request. Don't discuss any other respondent's offers at the debrief. Do give constructive feedback on the strengths and weaknesses of the offer submitted by the respondent to whom you are providing the debrief.

-  The SSC's supply policies, including the Open and Effective Competition policy may be found in the SSC website [Procurement Policies](#).
-  Help with using Tenders WA, including a number of user guides may be found on the [Tenders WA website](#).
-  The Simple Contract Terms and the Simple Contract Terms Glossary may be found in the [Written Quote Template Suite](#) on the Government Procurement website.
-  The GCOC is available on the Government Procurement website [Templates and Guides section](#).
-  Treasurer's Instruction 820 requires agencies to keep a register of awarded contracts. [Treasurer's Instruction 820](#) is available on the Department of Treasury website.
-  Explore some [Contract Management tools](#) from the [Government Procurement website](#).

## 5. Editing the Written Quote Template Suite

The Written Quote Template Suite contains sections that you must fill in.

The template suite uses the following colour code to indicate the type of information required:

- Red text is an instruction and should be deleted after reading;
- Blue text should be edited or deleted as required. Blue text should be changed to black text if choosing to keep the text;
- Black text should generally be considered 'fixed text'; that is, black text should not be deleted or changed.



### Example

The following is taken from the *Request for Quote* template:

Imported Content

This Request is for the procurement of Services only, so the imported content section in Part B-5 is not applicable.

OR

This Request is for the procurement of [Products and Services] or [Products only], so the imported content section in Part B-5 is applicable.

This indicates that, because the title 'Imported Content' is in black text, it should not be removed. Rather, the title should be retained and one of the two options, indicated in blue text, should be chosen. The instructional 'OR's' in red should be deleted.

As another example (and also from the *Request for Quote* template):

Delivery and Acceptance – Additional Instructions  
[INSERT DETAILS]

As the title 'Delivery and Acceptance – Additional Instructions' is in blue, it is an optional section and may be deleted in its entirety if it is not applicable.

In addition, some of the Written Quote Template Suite contain drop down items from which you can choose. These drop down items are in the ***Evaluation Handbook*** and the ***Evaluation Report*** templates.

## 6. Completing the templates in the Written Quote Template Suite

### The Request for Quote Template

#### Cover Page

The Cover Page of the **Request for Quote** template requires you to enter:

- a brief description of the requirement as a title for the Quote. The description of requirement should be succinct, yet clear enough for suppliers to understand at a glance whether they are likely to be able to supply your requirement;
- a reference number to help identify the quote. Each agency will have its own system, usually an access database or excel register, for issuing quote, tender and contract numbers. The reference number should also be included in the footer of the document;
- the name of your agency eg Department of Finance; and
- the closing date and time of the quote.

The closing date is the date by which suppliers must submit their offers. It is important to give suppliers adequate time to submit an appropriate offer. The SSC Open and Effective Competition policy requires tenders valued at \$250,000 and above to be open for a minimum of ten working days. Although written quotes are valued at less than \$250,000, ten working days is a good yardstick when determining a quote closing date, though longer, particularly around public holidays and the Christmas period, is also acceptable. Make sure your closing date is not a public holiday.

You must also choose a closing time. Your agency may have a standard closing time. If so, this closing time should be reflected on the Cover Page. In addition, you must ensure that the same closing time is recorded in Tenders WA when you release your Quote to suppliers.

If your agency does not have a standard closing time, then we recommend using 2.30pm, as this is the most often used closing time.

Clause 2.1, Part A of the GCOC makes it clear that where a respondent does not submit a complete offer by the closing time, the offer must be excluded from consideration.



You are strongly discouraged from emailing quote documents to suppliers. Please use the notification function in Tenders WA to alert suppliers to your quote.



The [SSC's supply policies](#), including the Open and Effective Competition policy may be found on the State Supply Commission website.



The [General Conditions of Contract](#) can be found under Templates and Guides in the [Government Procurement website](#).

## Part A – Statement of Requirement

Paragraph Reference	Drafter Action	Explanatory Notes	Resources
<b>1.1 Requirements Overview</b>	Insert the description of requirement – the same as the cover page.	This section includes a prompt to simply insert a restatement of the title. No further information is necessary here, as the specification, required in section 1.8 will include an exhaustive description of the requirement.	Nil
<b>1.2 Submission Requirements</b>	No action required.	<p>This section does not contain any drafter’s prompts. This section lets the respondent know that all offers must be uploaded to Tenders WA for submission. No other submission method is acceptable.</p> <p>Clause 2.1, Part A of the GCOC makes it clear that where a respondent does not submit a complete offer by the closing time and through Tenders WA, the offer must be excluded from consideration.</p> <p>Tenders WA does have a limit of 100MB per upload.</p>	The <a href="#">General Conditions of Contract</a> is available.
<b>1.3 Key Dates and Times</b>	Insert offer validity period eg three months; six months.	<p><b>Offer Validity Period</b></p> <p>This refers to the period that respondents must ‘hold open’ their offers for acceptance by the customer. This means, amongst other things, that respondents must hold their prices for this period.</p> <p>This field must be included in all quotes.</p> <p>The period you include in the quote must be long enough for you to evaluate the offers and to award the contract, however, please be mindful that long validity periods are troublesome for some respondents – particularly in rapidly changing markets. Respondents are likely to build this uncertainty into their offered pricing.</p> <p>If the end of the validity period is approaching and your evaluation process isn’t finalised, you can extend the validity period in accordance with clause 2.9 of Part A of the GCOC. For respondents’ offers to remain valid (and therefore capable of acceptance and a contract(s) established) the validity must be extended BEFORE the validity period expires. Once it has expired there is no longer an offer for you to extend or accept.</p> <p>Please note that clause 2.8, Part A of the GCOC makes it clear that respondents are able to withdraw their offer at any time during the evaluation process. Respondents may do so where they no longer have capacity to perform any contract; or their situation has changed.</p>	The <a href="#">SSC’s supply policies</a> , including the Probity and Accountability policy may be found on the SSC website.
1.3 Key Dates and Times continued	<p>Select one of three options.</p> <p>If option one is selected then you will need to insert a number of months or years</p>	<p><b>Contract Term</b></p> <p>This section allows you to choose the most appropriate contract term for your requirement. There are three contract term options.</p>	Nil

Paragraph Reference	Drafter Action	Explanatory Notes	Resources
	<p>– whichever is the preferred term.</p>	<p>The first option is a ‘period contract’ option. This option should be used where your agency has a requirement for long term delivery of products or services where the delivery date is unspecified, or for ad hoc purchases over a number of years.</p> <p>Where a period contract is chosen:</p> <ul style="list-style-type: none"> <li>• you may also choose to include contract extension options (see below); and</li> <li>• the maximum period cannot exceed five years. This requirement is included in the SSC’s Open and Effective Competition policy. The policy does allow contracts for longer than this period, but not without the approval of your accountable authority;</li> </ul> <p>The second option should be chosen when the requirement is for a one off, short term delivery of defined services, with specific delivery dates included in the specification. For example, where a trainer is engaged to provide a single training course to your team.</p> <p>This option does not allow you to include extension options.</p> <p>The third option is similar to the second, however it may be included only where you are purchasing products.</p> <p>This option does not allow you to include extension options.</p> <p>Regardless of the option chosen you must keep the black text at the foot of this section. You should also note that the text requires you to notify the successful respondent of the commencement date of the contract in the Award Letter. The Award Letter template includes an instruction to remind you. The ‘Contract Commencement Date’ should be the date the implementation obligations start; that is, if the contractor is required to perform any obligation, including transition-in obligations, if any.</p> <p><b><i>How long should I make the term of my period contract?</i></b></p> <p>Firstly, no longer than five years to comply with State Supply Commission policy.</p> <p>Then, consider how long you might need the products/services to be delivered for.</p> <p>Are there any known events in the future that might change that need dramatically? If so, perhaps you don’t want to commit to purchasing them beyond that event. You could consider extension options to cover the possibility of your need continuing after that event.</p> <p>The customer has discretion whether or not they want to use each extension option.</p>	

Paragraph Reference	Drafter Action	Explanatory Notes	Resources
1.3 Key Dates and Times continued	Insert number and duration of extension options (if option 1, in the Contract Term section, is chosen).	<p><b>Contract Extension Option</b></p> <p>This section should only be included where option one in the Contract Term section was chosen.</p> <p>Contract extension options are options that the customer can use to continue the contract beyond the initial term, without any change to the agreed terms, conditions and prices. Extension options give you some flexibility when choosing a contract term. For example, instead of having a contract for a full five year term, you may choose to set an initial term of three years, with two, one year extension options. In this example, at the end of the three year initial term, you can decide not to proceed with the extension option and the contract will expire.</p> <p>Extension options aren't optional for the contractor. If the customer wants to exercise one of these options then the contractor can't refuse.</p> <p>The customer makes no commitment to using any of the extension options.</p> <p>While this is a flexible approach to contracting, it also has disadvantages. A respondent is likely to offer better prices if they are able to rely on the certainty that they have a longer term contract with you. As there is no guarantee you will take up the extension options, respondents are not likely to give you the same price as they would for a contract with a certain longer term.</p> <p>So when considering how long to make the initial term and the extension options, it is worth considering the viability of this sale from the supplier's perspective. E.g. A longer initial term means a larger guaranteed sale for the supplier, which could mean lower prices. Or, for a contract that requires an initial investment of time or capital by a supplier, an initial term that is too short might not give them enough time to recoup the investment, and so discourage the supplier from making an offer.</p>	Nil
1.3 Key Dates and Times continued	Select one of two options.	<p><b>Price Basis</b></p> <p>This section contains two options.</p> <ol style="list-style-type: none"> <li>1. <b>Fixed price</b> – should generally be chosen when the contract is for a term of less than one year.</li> <li>2. <b>Variable pricing</b> – should be chosen when the total contract term (including any extension options) is longer than one year, or where the market for the requirement changes rapidly.</li> </ol> <p>Often fixing pricing for long periods does not represent value for money. Respondents tend to increase their offered prices to try to address the unknown quantum by which their prices might increase over the contract term – and they will likely overestimate the likely price increases over this period to ensure they are not left having to provide the products or services at an unsustainable price.</p>	<a href="#">Consumer Price Index Information</a> may be found in the Australian Bureau of Statistics website.



Paragraph Reference	Drafter Action	Explanatory Notes	Resources
		<p>Where you select the variable pricing option, please note that the pricing must be varied by the Consumer Price Index as indicated.</p> <p>The prices are to be varied annually, however any price increase is to be requested by the contractor. Until such a request is made, no prices increases should be paid. In addition, you should not back-pay price variations. The increase in price should be paid within 21 days from when the contractor submits the request or the anniversary of the Contract Commencement Date, whichever is later.</p> <p>In sum, some things to consider when deciding whether to make prices fixed or variable are listed below.</p> <p><b>Fixed pricing:</b></p> <ul style="list-style-type: none"> <li>• Contractor will bear any inflation risk.</li> <li>• Respondents will likely increase their prices to allow for cost increases over the contract term.</li> <li>• Provides budget certainty for the customer.</li> <li>• Less administration.</li> </ul> <p><b>Variable pricing:</b></p> <ul style="list-style-type: none"> <li>• May result in lower offered price as respondents don't have to build in an estimate of cost increases.</li> <li>• Customer takes on inflation price risk.</li> <li>• Linked to an independent index, i.e. Consumer Price Index (CPI) published by the Australian Bureau of Statistics (ABS).</li> <li>• Has to be calculated and executed each year by written communication between customer and contractor.</li> </ul>	
<p><b>1.4 Contact Persons</b></p>	<p>Insert details of a contact person for supplier enquiries.</p>	<p>Please ensure that the contact person is available for the entire time the quote is open. You may nominate more than one contact person.</p> <p>The SSC Probity and Accountability policy states that agencies must conduct their procurement activities ethically, honestly and fairly and that agencies must be accountable for procurement decisions. Recording and responding in an appropriate and timely manner to all supplier enquiries is an important part of the conduct of any procurement activity.</p> <p>It is important that all suppliers are given the same information, so if, in answering a supplier question, that supplier has more information than any other, then you should consider releasing an addendum to all suppliers so that everyone has the same information.</p> <p>Addenda should be released through Tenders WA.</p>	<p>The <a href="#">SSC's supply policies</a>, including the Probity and Accountability policy may be found on the SSC website.</p> <p>For further information on the role of the contact officer and for a 'questions register form' to assist you in recording supplier enquiries, please refer to Appendix – Technical Enquiries Contact Person in the Department of Finance's <a href="#">Procurement Practice Guide</a>, which may be found in the Government Procurement website.</p>

Paragraph Reference	Drafter Action	Explanatory Notes	Resources
			Information on how to release addenda through Tenders WA go to the Buyers Help Guides - Written Quotes in the <a href="#">Tenders WA Library Documents</a> .
<b>1.5 Compliance with Simple Contract Terms</b>	Nil.	The <b>Simple Contract Terms</b> , which form part of the contract awarded at the end of the quote process, are not negotiable. Any respondent who submits alternative terms or alters existing terms must be excluded from consideration.	The <a href="#">Simple Contract Terms</a> may be found on the <a href="#">Government Procurement website</a> .
<b>1.6 Prequalification Requirements</b>	Select one of two options.	<p>Prequalification requirements should be used only in exceptional circumstances as offers that do not comply with a prequalification at the quote closing time must be excluded from consideration.</p> <p>Prequalification requirements are appropriate when, for example, a supplier must be licenced to provide the products or services.</p> <p>If you do not wish to include prequalification requirements, please insert the second option, which explicitly states that no prequalification requirements are included.</p>	Nil
<b>1.7 The Buy Local Policy</b>	<p>Imported Content – only applicable for Products.</p> <p>Regional Price Preferences – only applicable where the Products or Services are being delivered to a regional area. Where applicable, you must insert the contract delivery point and the prescribed distance.</p> <p>If the Imported Content or Regional Price Preferences are not applicable, please choose the appropriate option.</p>	<p>The <i>Buy Local Policy</i> is a State Government policy that applies to all procurement activity conducted by the State. The <i>Buy Local Policy</i> aims to maximise supply opportunities for competitive local Western Australian businesses when bidding for State government contracts.</p> <p>Amongst other requirements, the <i>Buy Local Policy</i> requires you to include an Imported Content Impost and Regional Preferences in your quote, if applicable.</p> <p>The <i>Imported Content</i> is only included when you are purchasing products or products and services – not when you are buying services only. The Imported Content section in the template offers two options ('applicable' or 'not applicable'), one option must be selected.</p> <p>The <i>Regional Price Preferences</i> are only applicable when the quote is for delivery of products or services <i>outside</i> of the metropolitan area. Please choose the appropriate option ('applicable' or 'not applicable') in the template.</p> <p>Where <i>Regional Price Preferences</i> are applicable, you will need to insert the contract delivery point of the contract and the prescribed distance.</p> <p>The contract delivery point is simply the town or locale to which the contract products or services will be delivered.</p>	The <a href="#">Buy Local Policy</a> may be found in the SSC website.

Paragraph Reference	Drafter Action	Explanatory Notes	Resources
		The prescribed distance is either 200km or 400km, depending on the zone in which the delivery is made. For maps of each of the zones, please refer to the <i>Buy Local Policy</i> .	
<b>1.8 The Requirement</b>	Draft specification.	<p>You must draft a specification or scope for your quote. Your specification must be sufficiently detailed to enable suppliers to meet your needs.</p> <p>It is often easier to start from an old specification and amend that to reflect your needs. In order to find relevant specifications, you may search on Tenders WA to find contacts at other agencies who may have sourced a similar item or service. Alternatively you may wish to contact the Department of Finance, Government Procurement (GP) to see if GP has facilitated similar requirements.</p> <p>Although you may acquire an old specification, please ensure that you amend it to reflect your current need.</p>	<p>Further information on how to draft a scope may be found in the Department of Finance's <a href="#">Procurement Practice Guide</a>, which may be found in the <a href="#">Government Procurement website</a>.</p> <p>A list of agency contacts are available on the <a href="#">Agency Representatives List</a> found in the Government Procurement website.</p>
<b>1.9 Delivery and Acceptance</b>	<p>You should complete the tables included in this section.</p> <p>Table 1 should be used where products are being sourced.</p> <p>Table 2 should be used where services are being sourced. If both products and services are being purchased, then you should include both tables.</p>	<p>It's important that the descriptions included in the table accurately reflect the products and services being delivered because these descriptions of the required line items are to be the same as those the supplier will be asked to price against.</p> <p>If there are any additional delivery instructions, please include them beneath the table. These additional instructions may include any packaging information. The <b>Simple Contract Terms</b> require the items to be delivered to be new, unless you specify otherwise in this section or in the specification.</p> <p>Please note if the products or services delivered do not comply with the requirements of the contract you have 14 calendar days after delivery to reject the products or services. Clause 10 of the <b>Simple Contract Terms</b> state that if you do not reject the products or services within that timeframe you will be taken as having accepted the products or services.</p>	<p>The <a href="#">Simple Contract Terms</a> may be found on the <a href="#">Government Procurement website</a>.</p>

### Additional Contract Terms

Paragraph Reference	Drafter action	Explanatory Notes	Resources
<b>Generally</b>	You should review the Additional Contract Terms.	The <b>Simple Contract Terms</b> were developed to ensure an equitable contract is formed between the State and the contractor, while providing appropriate protection to the State. The <b>Simple Contract Terms</b> should be sufficient for most procurement activity at the written quote value.	The <a href="#">Simple Contract Terms</a> may be found in the <a href="#">Government Procurement website</a> .

Paragraph Reference	Drafter action	Explanatory Notes	Resources
	<p>If you do not require any Additional Contract Terms insert the first option. In most instances you should not need any Additional Contract Terms.</p> <p>If you do require Additional Contract Terms, insert the second option 'lead in' phrase then include the required term.</p>	<p>However, there are a few contract terms that may be required in a few contracts. This section of the quote document allows you to choose clauses that will either modify the <b>Simple Contract Terms</b> (the Intellectual Property clause) or to supplement the Simple Contract Terms (the other additional contract clauses), however these additional contract clauses will seldom be required.</p>	
<p><b>Intellectual Property</b></p>	<p>The Intellectual Property clause should only be inserted where the Customer (your agency) wishes to own any Intellectual Property in the materials developed during the Contract Term.</p> <p>The clause should not be used when only products are required.</p>	<p>If this clause is selected it will override the default position in the <b>Simple Contract Terms</b>. The <b>Simple Contract Terms</b>' default position allows the contractor to retain ownership of the Intellectual Property rights in the materials created, but gives a broad licence to the State to use the Intellectual Property.</p> <p>In most cases the default position will be sufficient, and the additional contract clause should not be included.</p> <p>Please be aware that if you choose to include this clause, the price offered by respondents is likely to be greater.</p> <p><b>What is Intellectual Property?</b></p> <p>Intellectual property (IP) includes all copyright and rights in relation to inventions (including patented inventions), industrial designs, registered and unregistered trademarks, plant varieties, confidential information (including trade secrets) and circuit layouts.</p> <p>Examples of IP that may be produced during the course of a contract include:</p> <ul style="list-style-type: none"> <li>• Computer source code (computer programs) which are considered literary works;</li> <li>• Graphics or logos;</li> <li>• Reports, publications, videos, multimedia products, photographs, plans and construction drawings; and</li> <li>• Patentable inventions.</li> </ul> <p><b>IP created during a contract</b></p> <p>Even if a customer has paid the contractor, it does not necessarily mean that the public authority will own any IP created in the course of that contract.</p>	<p>Please consult the <i>Western Australian Government Intellectual Property Policy 2015</i> for more information. The policy may be found on the <a href="#">Government Intellectual Property web page</a>.</p> <p>The <a href="#">IP Australia website</a> has some useful information that may help you gain a better <a href="#">understanding of IP</a>.</p>

Paragraph Reference	Drafter action	Explanatory Notes	Resources
		<p><b><i>Do you need to own IP?</i></b></p> <p>In most cases for purchases with low complexity the customer (your agency) will not require the ownership of the IP. Unless you want to sell or commercialise the IP you probably don't need to own it.</p> <p>When considering whether you require ownership of the IP or whether a licence will do in the circumstances, consider the extent to which your ownership could represent a cost to the supplier, which they will build in to their offered pricing.</p>	
<b>Prevention of Paedophilia</b>	This clause should only be included where services are being provided within a school.	Please note that the clause requires you to provide a confidential declaration form to the contractor prior to allowing the contractor's personnel to enter a school, and to approve this form once returned.	Nil
<b>Working with Children</b>	This clause should only be included where 'child related work' services are being provided.	Please ensure that the scope requires the contractor to perform child related work before choosing to include this clause. This clause requires contractors to ensure their staff have working with children checks. The costs of these checks is likely to be passed on to you and will unnecessarily inflate the offered price if they are not actually required.	For more information on working with children checks, including a definition of 'child related work' please see the <a href="#">Working with Children Check website</a> .
<b>Disability Access and Inclusion Plan</b>	This clause should only be included where services are being provided by the contractor directly to members of the public.	<i>The Disability Services Act 1993</i> requires all local government and selected State Government agencies to develop a Disability Access and Inclusion Plan (DAIP). DAIPs assist public authorities to plan and implement improvements to access and inclusion across seven outcome areas, in regards to services and events, buildings and facilities, information, quality of service, complaints, consultation processes and employment. These plans benefit people with disability, the elderly, young parents and people from culturally and linguistically diverse backgrounds.	Information about <a href="#">disability access and inclusion plans</a> may be found on the <a href="#">Disability Services Commission website</a> .

## **Part B – Response to Request for Quote – Products and/or Services**

You should not change Part B at all.

Respondents must complete and return Part B of the ***Request for Quote*** template. This section contains instruction to respondents and handy hints to help them when completing their offer.

Part B does, however contain the standard evaluation criteria against which the evaluation team will evaluate the offers received. You should encourage the evaluation team to familiarise themselves with the criteria.

## The Evaluation Handbook template

The **Evaluation Handbook** template is designed to guide evaluation team members through the evaluation process.

An **Evaluation Handbook** is prepared and given to each panel member to record their individual evaluation of each respondent in the Evaluation Worksheet.

The Handbook also contains a Declaration of Interest and Confidentiality. It is best practice to ask the evaluation team to sign and return the declaration to you prior to sharing the offers with the team.

Prior to giving the Handbook to the evaluation team, you should complete:

- the cover details, paragraphs 1.3 and 2.2 of the Handbook;
- the 'Summary of Offers' section in the Evaluation Worksheets. Feel free to add further lines to the table if you receive more than 4 offers; and
- the preliminary information in the 'Offer Evaluation' section of the Evaluation Worksheets. This includes detail about the number of offers received. Each offer received should have its own 'evaluation table', so add more tables into the Evaluation Worksheets if required.

Once completed, you should schedule a preliminary evaluation team meeting. At the meeting you should run through the information included in the Handbook in order to guide the evaluation team in their evaluation. At this point, you could ask the evaluation team to sign the Declaration of Interest and Confidentiality forms, and once returned, you can then distribute the offers. The Handbook should also be forwarded to the evaluation team members electronically as this will allow them to complete the Individual Evaluation Worksheets by using the drop down items included in the document.



The evaluation team must evaluate the offers against the specification and the evaluation criteria included in the Quote. Considerations of issues outside of these parameters should be strongly discouraged as respondents cannot be evaluated against requirements that were not included in the Quote and about which they had no knowledge.

In this way the Quote establishes a 'process contract' or 'pre-contract contract' with each respondent that submits an offer. If the evaluation team departs from this established process your agency will be in breach of this 'process contract' – respondents may challenge your agency on this ground.



References and the evaluation process. The Request for Quote template requires respondents to nominate two references. It is best practice to seek these references prior to the evaluation of the evaluation criteria. In this way, the referee's feedback may be incorporated into the deliberations of the evaluation team. When seeking references it's important to ask the same questions of all of the references.

Alternatively, the referees may be used to verify the decision made by the evaluation panel. In this instance, only the referees of the successful respondent would be contacted.

In either event, it is good practice to include in the evaluation report any information, including information gleaned from referees, which informs any decision of the evaluation panel.



For further information on the Evaluation Process see Appendix – Evaluation Panels in Finance's [Procurement Practice Guide](#), available on the [Government Procurement website](#).



## **The Evaluation Report template**

The ***Evaluation Report*** should present to the decision maker, or accountable authority, the evaluation team's view of the offers received. It should include a recommended respondent (or respondents if more than one contract is to be awarded).

The ***Evaluation Report*** contains a lot of information which is similar to the Evaluation Handbook.

### **Title and Background**

You should:

- Complete the title section. Make sure the title you use here is consistent with the titles you've used throughout the process;
- Choose between the two quote release methods – public advertisement or invited suppliers.
- Include the quote closing date, the number of offers received and the names of all of the respondents from whom you received an offer (insert more lines if needed).

### **Compliance and Disclosures**

In the quote, respondents are asked to disclose key information about their business. This information is sometimes required for reporting purposes (eg whether the respondent is a registered Aboriginal business or Australian Disability Enterprise). Other disclosures, for example, whether any person in the business has been convicted of a criminal offence, may affect your decision to award to the respondent in certain circumstances.

In this section, if the evaluation team felt there was an issue with any respondent's disclosures you should:

- Include the disclosures; and
- Choose between the two options, which indicate whether the offer was allowed to progress further in the evaluation or was put aside.

If the evaluation team did not consider any disclosures were material, please delete the blue text included in this section.

### **Evaluation Methodology**

In this section you should insert the name of your agency in the first paragraph.

## Findings of the Evaluation Team

There is no requirement for additional information in this section.

## Recommendation

The recommendation section contains some key information that the accountable authority or delegate may wish to know.

This includes:

- The name of the successful respondent. If you wish to award more than one contract, please ensure the names of all the successful respondents are included in this section;
- The term of the contract. You need to select between the three options presented – the selection you make must reflect the selection you included in your quote;
- The total cost for the contract term. Include any extension options if you chose to include them in your quote;
- The estimated expenditure in each financial year of the contract; and
- The details (including name and role) of the evaluation team. Please include more lines if needed.


You need to ensure that the evaluation team signs the *Evaluation Report* where indicated.





You could save some time and present the Evaluation Report and Award and Unsuccessful Letters to your accountable authority or delegate at the same time for signature.

## Appendix 1 - Consensus evaluation worksheet

In this section you should replicate a lot of the information in the ***Evaluation Handbook*** – the only difference being that the details included to justify your decision should be justifications discussed and agreed by all members of the evaluation team – not by individuals within the evaluation team.

 Make sure you include enough information in the justification section of the appendix so that the evaluation team chairperson will be able to properly debrief any respondent who requests a debrief. Please ensure any claims made about the respondent's offer in this section can be traced back to the respondent's offer.

 Where a respondent requests a debrief, please ensure the chairperson does not disclose any information from another respondent's offer. The information the chairperson provides should focus on how the respondent could improve their offer next time.

 It is good practice to ensure that the chairperson does not debrief a respondent without another member of the evaluation team present.

## The Award Letter

The *Award Letter* is the letter you send to award your contract. It forms part of your contract (along with the Quote, the successful respondent's offer and the *Simple Contract Terms*).

You should:

- Save the contents of the letter on to your agency's letterhead;
- Include your reference details and enquiries information at the top of the letter;
- Include the addressee details; and
- Include the number and title of the quote.

The first paragraph of the letter makes it clear that you are accepting the successful respondent's offer. You need to include the name of your agency and the name of the successful respondent.

The second paragraph of the letter requires you to insert the contract commencement date. The 'Contract Commencement Date' should be the date the implementation obligations start; that is, if the contractor is required to perform any obligation, including transition-in obligations, if any.

The rest of the letter addresses contract management issues. It is very important that an appropriate contract manager is nominated for the contract. Section (a) includes a

list of responsibilities that should be tailored for each contract. Please choose the responsibilities relevant to your contract and delete the others.

Section (b) requires you to include your address for invoices.

In order to complete the letter you should:

- Enter your name and contact details in the final paragraph; and
- Include the name of your accountable authority or delegate. This is the person in your agency with the authority to enter into contracts on behalf of the agency. Please consult your agency's delegation register for more information.

### **The Unsuccessful Letter**

The ***Unsuccessful Letter*** is the letter you send to all unsuccessful respondents.

In completing the letter you should:

- Save the contents of the letter on to your agency's letterhead;
- Include your reference details and enquiries information at the top of the letter;
- Include the addressee details; and
- Include the number and title of the quote.

In order to complete the letter you should:

- Enter your name and contact details in the final paragraph; and
- Include the name of your accountable authority or delegate. This is the person in your agency with the authority to advise unsuccessful respondents on behalf of the agency. Please consult your agency's delegation register for more information.

## **7. Using Tenders WA**

Tenders WA is a website that performs a range of functions, which help make the tendering process for WA Government contracts transparent and efficient. It is the central source of information on Western Australian public sector requests and awarded contracts.

Tenders WA must be used to issue quotes and receive offers. You must also record awarded contracts on Tenders WA if the contracts are valued at \$50,000 or above.

You must be registered to use Tenders WA. If you are not already registered please contact [procurementsystems@finance.wa.gov.au](mailto:procurementsystems@finance.wa.gov.au).

Tenders WA also has information to assist you through the Written Quote process. Information can be found in the 'Written Quote' file, in the [Library Documents](#) on the [Tenders WA website](#).