



Department of the
Legislative Council

Request

Request Title:

Review of the Office of the Auditor General and the *Auditor General Act 2006*

Request Number:

LC230901

Closing Time:

4:00 PM 27 October 2023, Western Australia

Issued by:

The President of the Legislative Council, on behalf of the Joint Standing Committee on Audit

Table of Contents

Part A – Request No LC230901	3
1. Introduction	3
1.1 Background	3
1.2 Submission of Offer.....	3
1.3 Offer Validity Period	4
1.4 Contact Persons	4
1.5 Request Conditions.....	4
2. Selection Process.....	5
2.1 Selection Process	5
3. Additional notes for Respondents.....	6
3.1 Conflicts of interest	6
3.2 Confidentiality	6
Schedule 1 - Customer Contract Details	7
Schedule 2 - Specification / Statement of Requirements	10
1. Statement of Requirements.....	10
2. Specification.....	10
2.1 Terms of reference for the review	10
Part B – Content Requirement and Respondent’s Offer	11
1. Note to Respondent.....	11
2. Identity of Respondent	11
3. Pre-Qualification Requirements.....	12
4. Compliance and Disclosure Requirements.....	13
5. Qualitative Requirements	17
6. Customer Contract Insurance Requirements.....	19
Schedule 3 – Pricing	20

Part A – Request No LC230901

1. Introduction

1.1 Background

The *Auditor General Act 2006* (the Act) establishes the office of Auditor General for Western Australia. The Auditor General is the Accountable Authority and Chief Executive Officer of the Office of the Auditor General (OAG), the public sector department established to support the Auditor General.

The Act provides for the Joint Standing Committee on Audit (the Committee) to carry out regular reviews of the operation and effectiveness of the Act. As part of this review, the Committee must appoint a suitably qualified person (the Reviewer) to conduct a performance and legislative review of the:

- operation and effectiveness of the Act and
- performance of the Auditor General’s functions by the Auditor General and the OAG,

as set out in the terms of reference from the Committee. The Reviewer’s report may form part of the Committee’s report to Parliament.

The Committee tabled its report on the first review in Parliament in August 2016. The Committee appointed separate Reviewers to review the performance of the Auditor General and the OAG, and the Act. Their reports were included as appendices in the Committee report.

The Government provided its response to the Committee report in November 2016.

The Committee’s report and the Government response are available from the Parliament website (www.parliament.wa.gov.au).

The Committee is about to commence the second review. The Customer seeks the services of a suitable person to conduct the performance and legislative review component.

1.2 Submission of Offer

1.2.1 Hand and Post Lodgement

The Respondent may submit the Offer:

By hand at:	By post at:
Joint Audit Committee Parliament House 4 Harvest Terrace West Perth WA 6837	Joint Audit Committee Parliament House GPO Box A11 Perth WA 6837

If the Respondent submits the Offer by hand or post, the Respondent must submit the Offer to the relevant addresses above and provide One (1) unbound copy marked “Original Copy”.

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 sending it to auditcte@parliament.wa.gov.au.

A limit of 10MB applies to electronic submissions. Contact Andrew Hawkes on (08) 9222 7274 if your submission is likely to exceed the 10MB limit.

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 three (3) months.

1.4 Contact Persons

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

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

Contractual and Routine Enquiries:

Name: Shoshanna McNerney

Title: Clerk Assistant (Committees)

Telephone: 9222 7250

E-mail: smcnerney@parliament.wa.gov.au

Technical / Customer Enquiries:

Name: Andrew Hawkes

Title: Advisory Officer, Joint Audit Committee

Telephone: (08) 9222 7274

E-mail: auditcte@parliament.wa.gov.au

1.5 Request Conditions

The "Request Conditions" are contained in Part A of the *Request Conditions and General Conditions of Contract* [November 2022] located at www.wa.gov.au/government/publications/request-conditions-and-general-conditions-of-contract-november-2022 and contain important provisions regarding the nature of this Request and the consequences of the Respondent submitting an Offer. The Respondent is deemed to have read and considered the Request Conditions prior to submitting an Offer.

2. Selection Process

2.1 Selection Process

Achieve Value for Money is a key Western Australian Procurement Rule. It ensures that when purchasing Goods and/or Services, State Agencies 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 Customer will:

- a). require Offers to meet the Pre-Qualification Requirements in Section 3 in Part B;
- b). assess Offers against the Compliance and Disclosure Requirements in Section 4 in Part B;
- c). assess Offers against the Qualitative Requirements in Section 5 in Part B;
- d). assess Offers against the Insurance Requirements in Section 6 in Part B; and
- e). assess the Offered Prices, which includes assessing the Offered Price and Pricing Requirements in Schedule 3.

The determination of value for money will require a consideration of all of the above factors and any other matters that the Customer considers relevant.

In addition, the Committee is required to consult with the Auditor General before appointing the Reviewer and determining the terms of reference to be given to the Reviewer. Accordingly, in evaluating any Offer, the Customer may seek and take into account the views of the Auditor General on the Offer or in any matter concerning the relevant Respondent.

3. Additional notes for Respondents

3.1 Conflicts of interest

A potential Respondent must be able to demonstrate sufficient independence from the Auditor General and the OAG, and manage any actual, potential or perceived conflicts of interest.

The Request includes:

- pre-qualification requirements related to prior and future work relationships with the Auditor General and OAG (Section 3, items a) and b), of Part B)
- a requirement to disclose conflicts of interest (Section 4, item b)iii), of Part B)
- a requirement to develop a conflict management plan (Section 5, item a)ii)D) of Part B)

In submitting an Offer, the Respondent will be deemed to acknowledge the restrictions of trade in the pre-qualification requirements.

3.2 Confidentiality

The successful Respondent may get access to confidential information from the Committee and the OAG (including material prepared by parties contracted to deliver services).

The Request includes:

- specific obligations for confidentiality (Schedule 1, item 10, of Part A)
- a pre-qualification requirement to comply with confidentiality requirements (Section 3, item c) of Part B)
- a requirement to incorporate into the conflict management plan how the Respondent will manage concerns from accessing material from contracted parties.

Any interactions with the Committee is confidential and privileged, unless otherwise specified by the Committee. The Respondent should be aware that, in addition to the contractual obligations for confidentiality, information obtained in relation to the Review may be privileged and disclosing evidence without the express authorisation of the Committee or either House of Parliament may constitute a contempt of Parliament.

Schedule 1 - Customer Contract Details

1. Customer	The Customer is the President of the Legislative Council, on behalf of the Joint Standing Committee on Audit.
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 and the Contractor will agree on the Commencement Date and the Customer will confirm the agreed Commencement Date in the Letter.
4. Price Variation	The Price is fixed for the Term.
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	<p>Professional indemnity insurance covering the legal liability of the Contractor and the Contractor's Personnel under the Customer Contract, arising out of any act, negligence, error or omission made or done by or on behalf of the Contractor, or any subcontractor in connection with the Contract for a sum of \$5 million for any one claim and in the annual aggregate, with a provision of one automatic reinstatement of the full sum insured in any one period of insurance.</p> <p>Professional indemnity insurance required under this clause must include:</p> <ul style="list-style-type: none"> a) fraud and dishonesty; b) defamation; c) infringement of intellectual property rights; d) loss of or damage to documents and data; and e) breach of Australian Consumer Law.
7. Workers' Compensation	Workers' compensation insurance in accordance with the provisions of the <i>Workers' Compensation and Injury Management Act 1981</i> (WA), including cover for common law liability for an amount of not less than \$50 million for any one occurrence in respect of workers of the Contractor. The insurance policy must be extended to cover any claims and liability that may arise with an indemnity under section 175(2) of the <i>Workers' Compensation and Injury Management Act 1981</i> .
8. Technology (Cyber) Liability	<p>Cyber Liability insurance covering the legal liability of the Contractor for claims arising from any actual or alleged:</p> <ul style="list-style-type: none"> (i) the public disclosure of personal or corporate information (ii) liability, loss of, damage or destruction to any property (including data) whilst in the care, custody or control of the Respondent (iii) a breach of confidentiality or privacy (iv) any act or omission by an unauthorised person or entity resulting in loss of, damage or destruction to the computer system (including hardware, software and data) owned or used by the Respondent, <p>for an amount not less than \$10 million any one claim and in the annual aggregate.</p> <p>The insurance must be maintained for a period of at least 6 years after termination or expiration of the Contract.</p>
9. Contract Management Requirements	<p>Customer's Representative</p> <p>Andrew Hawkes Advisory Officer, Joint Audit Committee Tel: (08) 9222 7274 E-mail: auditcte@parliament.wa.gov.au</p>

	<p>Customer's address Parliament House 4 Harvest Terrace West Perth WA 6837</p> <p>Communication with the Committee The Reviewer is to provide the Committee with regular progress reports and the final report, as set out in the Review Plan (see Schedule 2 of Part A). The Committee may provide the Reviewer with comments and suggest additional matters to be included, or modified or otherwise dealt with in the Review. The Committee is most likely to communicate with the Reviewer through the Advisory Officer.</p> <p>Interaction with the Office of the Auditor General The Reviewer will need to liaise with the Auditor General and OAG as appropriate to conduct the review. The Reviewer must liaise with the Auditor General prior to submitting the final report to the Committee (see Schedule 2 of Part A).</p> <p>Key Performance Indicators The criteria that will be used to measure the performance of the review are as follows:</p> <ul style="list-style-type: none"> • The information provided by the Reviewer is sufficiently clear, precise and documented to allow the Committee to make informed decisions. This will require the Reviewer to communicate regularly with the Committee. • The timelines for milestones must be met as agreed. <p>Milestones Key milestones will be set out in the Review Plan (see Schedule 2 of Part A). The final report must be provided to the Committee by no later than 30 June 2024.</p>
<p>10. Confidential Information</p>	<p>The Customer specifies the following information to be “Confidential Information” under paragraph (b) of the definition of “Confidential Information” in clause 2.1 of the General Conditions: All information provided to the Contractor in connection with the Customer Contract or the Services. Clause 24.2 of the General Conditions does not apply. The Contractor must not use or disclose to any person the Confidential Information except:</p> <ul style="list-style-type: none"> (a) where necessary for the purpose of supplying the Services; or (b) as authorised in writing by the Committee; or (c) as required by the Standing Orders of the Legislative Council or by order of both Houses of Parliament (d) when required (and only to the extent required) to the Contractor's professional advisers, and the Contractor must ensure that such professional advisers sign a confidentiality agreement and are bound by the confidentiality obligations imposed on the Contractor under this clause.

Part A Customer Contract Details - Respondent to read and keep this Part A

	Further, the information provided to the Contractor in connection with the Customer Contract or Services may also be subject to parliamentary privilege. The disclosure of this material without the express authorisation of the Committee or either House of Parliament may constitute a contempt of Parliament.
11. Police Clearance	Clause 18.4 of the General Conditions does not apply.
12. Confidential Declaration – Prevention of Paedophilia	Clause 18.5 of the General Conditions does not apply.
13. Warranties	For the purposes of clause 19.5 of the General Conditions, no warranties are specified.
14. Intellectual Property Owner	The President of the Legislative Council, on behalf of the Joint Standing Committee on Audit, is the owner of the Intellectual Property Rights in New Material for the purposes of clause 23.1 of the General Conditions.
15. Working Papers	Copyright and property in all Working Papers vest in the President of the Legislative Council, on behalf of the Joint Standing Committee on Audit.
16. Publicity	For the purposes of clause 24.4 of the General Conditions, no other State Agency is specified.
17. Government Policies	For the purposes of clause 32 of the General Conditions, no obligations relating to Government procurement policies are specified.
18. Auditor General	For the purposes of clause 36.8, the Contractor must notify the Customer if the Auditor General accesses the Contractor's Records concerning the Customer Contract and Head Agreement.
19. Authorised Officer	For the purposes of clause 33.4, the authorised officer of the Customer includes the Chair of the Joint Standing Committee on Audit.

Schedule 2 - Specification / Statement of Requirements

1. Statement of Requirements

The Customer seeks the services of a suitably qualified person to conduct a performance and legislative review into the:

- operation and effectiveness of the Act and
- performance of the Auditor General's functions by the Auditor General and the OAG,

as set out in the terms of reference below.

2. Specification

Within two weeks of appointment, the Reviewer is to prepare a draft Review Plan for the Committee to consider and approve. The Review Plan will set out key processes, timeframes and milestones, and include regular progress reports to the Committee.

Before submitting the final report to the Committee, the Reviewer must—

- (a) give a summary of findings of the review to the Auditor General; and
- (b) by written notice invite the Auditor General to make submissions or comments on the summary of findings before a specified day, being not more than 14 days after the summary of findings is given to the Auditor General.

The Reviewer's final report must be completed and provided to the Committee no later than 30 June 2024.

2.1 Terms of reference for the review

The Reviewer should consider and report on:

- (1) Whether the practices and procedures for audits, and examinations and investigations comply with current professional standards and legal requirements.
- (2) Whether audits, and examinations and investigations achieve desired outcomes and are delivered efficiently.
- (3) Whether the results of audits, and examinations and investigations are appropriately communicated to Parliament, agencies and the public.
- (4) The responses to recommendations of reviews conducted into the Office of the Auditor General since 2015.
- (5) Whether the interpretation or implementation of the *Auditor General Act 2006* has impeded the functions or performance of the Auditor General or the Office of the Auditor General.
- (6) Any other relevant matter.

The review does not need to consider the 2022 amendments to the *Auditor General Act 2006*, as these amendments are yet to be proclaimed.

Part B – Content Requirement and Respondent’s Offer

Part B should be completed by the Respondent and returned to the 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 Customer Contract requirements, as explained in the 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. No detail is to be referenced to any website (refer ‘(no reference to information on websites)’ under clause 2.7 of the Request Conditions);
- d). assume that the Customer has no knowledge of the Respondent, its activities, experience or any previous work undertaken by the Respondent for the Customer or any other State Agency; 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.

3. Pre-Qualification Requirements

The Customer will not consider any Offer that does not meet all of the following Pre-Qualification Requirements:

a) **Prior work relationship with the Office of the Auditor General**

The Respondent must not have performed services for, or been employed by, the OAG for a period not less than 12 calendar months prior to the appointment date.

Respondent to Complete:	
Has the Respondent performed services for, or been employed by, the OAG for a period not less than 12 calendar months prior to the appointment date?	
Yes <input type="checkbox"/>	No <input type="checkbox"/>

b) **Future work relationship with the Office of the Auditor General**

The Respondent, if successful, must provide an enforceable undertaking it will not perform any services for, or be employed by, the OAG for a period not less than 12 calendar months from the date it provides the final report to the Committee.

Respondent to Complete:	
Will the Respondent provide an enforceable undertaking it will not perform any services for, or be employed by, the OAG for a period not less than 12 calendar months from the date it provides the final report to the Committee?	
Yes <input type="checkbox"/>	No <input type="checkbox"/>

c) **Confidentiality requirements**

The Respondent, if successful, must be capable of complying with the confidentiality requirements under the Act, the *Parliamentary Privileges Act 1891* and the Standing Orders of the Legislative Council.

Respondent to Complete:	
Is the Respondent capable of complying with the confidentiality requirements under the Act, the <i>Parliamentary Privileges Act 1891</i> and the Standing Orders of the Legislative Council?	
Yes <input type="checkbox"/>	No <input type="checkbox"/>

4. Compliance and Disclosure Requirements

The Customer will, in its value for money assessment, consider the extent to which the Offer satisfies the following Compliance and Disclosure Requirements. The 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 Customer Contract Details and/or General Conditions.

a) Compliance

(i) Customer Contract Details

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

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

Respondent to Complete:

Does the Respondent agree to the Customer Contract Details?

Yes

No

If no, provide details:

(ii) 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 <input type="checkbox"/>	No <input type="checkbox"/>
If yes, provide details:	
And	
Is the Respondent acting jointly or in association with another person or persons?	
Yes <input type="checkbox"/>	No <input type="checkbox"/>
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 <input type="checkbox"/>	No <input type="checkbox"/>
If yes, provide the following details for each subcontractor:	
Full legal name of subcontractor:	
Business name of the subcontractor:	
ACN / ARBN (if applicable):	
Postal address:	
Requirements to be subcontracted:	
<input type="checkbox"/> The Respondent warrants that the Respondent has obtained consent from each above-named subcontractor permitting the Respondent to receive information from the Customer as to whether the subcontractor is a suspended supplier within the meaning of the <i>Procurement (Debarment of Suppliers) Regulations 2021</i> , for the purposes of this procurement process and any resulting Customer Contract.	

(ii) Criminal Convictions

The Respondent must confirm that neither the Respondent, nor any of the Respondent's senior officers (as defined in regulation 3(1) of the *Procurement (Debarment of Suppliers) Regulations 2021*), 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 of the Respondent's senior officers 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.

Without limiting what must be disclosed by the Respondent, the Committee considers that a potential or perceived conflict of interest may arise:

- (A). where the Respondent or Specified Personnel have, or at any time have had, a personal or professional relationship with the Auditor General or staff within the OAG;
- (B). where the Respondent or Specified Personnel have previously undertaken work with the OAG, or work for an entity that has done so, or is currently engaged to do so in future; or
- (C). where the Respondent or Specified Personnel have previously advised Parliamentary Committees or worked with Western Australian government agencies in relation to audits, reviews or key performance indicators.

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) Competitive Neutrality

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

- (A) be calculated on a full commercial basis (in accordance with the guidelines issued by Western Australian Department of Treasury entitled "Costing and Pricing Government Services":

www.wa.gov.au/government/publications/financial-policy-publications-and-agency-advice

- (B) be certified by the chief executive officer of the Respondent; and
 (C) be verified by an independent expert, if required by the Customer.

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

Respondent to Complete:

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

Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	N/A	<input type="checkbox"/>
-----	--------------------------	----	--------------------------	-----	--------------------------

If no, the reasons why:

(v) Professional Standards Scheme

Respondent to Complete:

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

Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

If yes, the Respondent must provide details:

5. Qualitative Requirements

The Customer will, in its value for money assessment, consider the extent to which the Offer satisfies the following Qualitative Requirements. The Customer reserves the right to reject any Offer that does not properly address and satisfy any of the Qualitative Requirements. The Customer will not consider references to information on websites when evaluating an Offer.

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

a). **Suitability of Proposed Services (40% Weighting)**

The Respondent must:

- (i) Demonstrate how the proposed Services meet the description set out in Schedule 2 - Specification / Statement of Requirements; and
- (ii) Demonstrate an appreciation and understanding of the requirements of the Request and the Respondent must provide an outline of its proposed methodology and approach. Details of the methodology should include:
 - (A) The scope of work/requirements broken into components including timeframes and the estimated number of hours required to complete each component of the requirements;
 - (B) Details of the roles of the Specified Personnel and an estimated percentage of time spent by each in completing the requirements;
 - (C) A description of critical issues, and quality control mechanisms used in undertaking the requirements.
- (iii) Prepare a conflict management plan, which should detail how the Respondent will manage conflicts of interest (including from possibly accessing material from parties contracted by the OAG to perform services).

Respondent to Complete:

Respondent to demonstrate suitability of proposed Services.

b). **Specified Personnel (25% Weighting)**

The Respondent must:

- (i) Identify any proposed Specified Personnel together with a brief curriculum vitae for each of them;
- (ii) Detail the availability of the proposed Specified Personnel for the Customer 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.

c). **Demonstrated Experience (25% Weighting)**

- (i) The Respondent must provide details of contracts for similar services provided for other clients or work demonstrating relevant experience. The Respondent must provide:
 - (A) A detailed description of the Services provided;
 - (B) Similarities between the previous contracts and this Request;
 - (C) When the previous contracts were performed; and
 - (D) The outcome of the previous contracts.
- (ii) The Respondent must also provide a minimum of two (2) referees in respect of the contracts detailed above. Referee details must include:
 - (A) The referee's name and position;
 - (B) Company name;
 - (C) The contact telephone number; and
 - (D) The contract or project title.

Respondent to Complete:

Respondent to provide the demonstrated experience information required under this clause.

d). **Institutional framework (10% Weighting)**

The Respondent must:

- (i) Appreciate the information requirements of the Parliament (and its Committees) as the sole client of the Auditor General;
- (ii) Understand the role of the Auditor General as a Statutory Officer and their relationship with Parliament, and of the Office of the Auditor General
- (iii) Understand the public sector and public sector auditing.

Respondent to Complete:

Respondent to provide the demonstrated experience information required under this clause.

6. 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
Public Liability of \$20 million						
Professional Indemnity of \$5 million						
Workers' Compensation including common law liability of \$50 million						
Technology (Cyber) Liability of \$10 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.

Schedule 3 – Pricing

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

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 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 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.

<p>Respondent to Complete:</p> <p>The Respondent must provide a fixed fee based on [xx] hours per annum as detailed in the Specification: \$ (including GST)*</p> <p>Given the hours and fixed fee provided above, the Respondent must also provide the hourly rates proposed to be charged for the provision of the Services, stratified on the basis of the staffing requirements and levels assessed by the Respondent as being required to meet the Specification. The proposed hourly rates must include all management and supervision hours and charges.</p>				
Description of Services	Name & Position of Consultants	Hours Allocated To Services Per Consultant	Hourly Rate A\$	Total Cost (inc GST)
Other Costs – Please Specify:				
TOTAL				\$ (*amount shown above)
<p>The Respondent should indicate whether the above hourly rates also apply to hours over and above the stated hours. If not, please advise the applicable rates.</p>				

Note: All fees and charges must be fully declared in your response. Any fees and charges that are not clearly identified in your response will not be accepted when approving payments for engagements under this contract.