Request

REQUEST TITLE:
Provision of Non-Lethal Shark Management Alert in Real Time (SMART) Drumline Services

REQUEST NUMBER:
DPIRD2019012

CLOSING TIME:
2:30 PM Wednesday 12 December 2018, Western Australia

ISSUED BY THE CUSTOMER:
Director General of the Department of Primary Industries and Regional Development
Table of Contents

PART A – REQUEST NO DPIRD2019012 ................................................................. 4
1. INTRODUCTION .......................................................................................... 4
   1.1 BACKGROUND .................................................................................. 4
   1.2 SUBMISSION OF OFFER .................................................................. 4
   1.3 OFFER VALIDITY PERIOD ............................................................... 5
   1.4 TENDERS WA .................................................................................. 5
   1.5 BRIEFING ....................................................................................... 5
   1.6 CONTACT PERSONS ......................................................................... 6
   1.7 REQUEST CONDITIONS ............................................................... 6
2. SELECTION PROCESS ............................................................................. 7
   2.1 SELECTION PROCESS ..................................................................... 7
   2.2 STATE SUPPLY COMMISSION AND GOVERNMENT POLICIES ....... 7
SCHEDULE 1 - CUSTOMER CONTRACT DETAILS ........................................... 8
SCHEDULE 2 - SPECIFICATION / STATEMENT OF REQUIREMENTS .......... 13
1. STATEMENT OF REQUIREMENTS ......................................................... 13
2. SPECIFICATION OF SERVICES ............................................................ 13
   2.1 GENERAL OPERATIONS ................................................................. 13
   2.1.1 VESSEL .................................................................................... 14
   2.1.2 EQUIPMENT ............................................................................... 14
   2.1.3 PEOPLE ..................................................................................... 14
   2.1.4 BAIT .......................................................................................... 14
   2.1.5 REPORTS AND RECORD KEEPING ............................................. 15
   2.2 SMART DRUMLINE OPERATIONS ................................................. 15
   2.3 OCCUPATIONAL SAFETY AND HEALTH ...................................... 18
   2.4 PERFORMANCE STANDARDS ....................................................... 19
   2.5 ASSISTANCE PROVIDED BY THE CUSTOMER ............................... 20
PART B – CONTENT REQUIREMENT AND RESPONDENT’S OFFER ........... 21
1. NOTE TO RESPONDENT ......................................................................... 21
2. IDENTITY OF RESPONDENT ............................................................... 21
3. PRE-QUALIFICATION REQUIREMENTS .............................................. 22
4. COMPLIANCE AND DISCLOSURE REQUIREMENTS .............................. 23
5. QUALITATIVE REQUIREMENTS .......................................................... 26
6. REFEREES .......................................................................................... 29
7. CUSTOMER CONTRACT INSURANCE REQUIREMENTS ..................... 30
PART A – REQUEST NO DPIRD2019012

1. INTRODUCTION

1.1 BACKGROUND

The State of Western Australia proposes to set baited Shark Management Alert in Real Time (SMART) drumlines as part of a non-lethal trial to examine the effectiveness of this technology in reducing shark attacks in Western Australia. The trial will be undertaken across an 11.5 kilometre stretch of ocean adjacent to Cowaramup Bay, near Gracetown in the State’s south west, which is home to a number of popular beaches and surfing locations. It is noted that a SMART drumline program has been in operation of the New South Wales coast since 2015.

The SMART drumline trial is one part of the Western Australian Government’s shark hazard mitigation strategy which includes funding of aerial and beach patrols by Surf Life Saving WA, the provision of additional equipment to Surf Life Saving WA, a rebate scheme for personal shark deterrent devices, acoustic tagging of sharks, a community awareness strategy and a partnership with Surfing WA to provide a jet ski, drones and surfing specific first aid training. These undertakings represent a considerable investment by the Western Australian Government into shark hazard mitigation.

In this Request, the Department of Primary Industries and Regional Development (DPIRD) seeks the services of a contractor to deploy, manage and maintain SMART drumlines off the Western Australian coast in the waters adjacent to Cowaramup Bay, near Gracetown. Each SMART drumline will need to be set and retrieved each day throughout the contact period, weather permitting.

Please note:
The State of Western Australia is currently applying for certain approvals, licences and exemptions necessary for the performance of the SMART drumline trial, the subject of this Request. Similarly, the successful Respondent will also be required to obtain certain approvals, licences and exemptions prior to the contract being awarded. Respondents are advised that, unless all approvals, licences and exemptions are obtained:

1. the Contract will not come into effect; and
2. the State of Western Australia will be under no obligation to continue any arrangement or contracting activity associated with this Request.

1.2 SUBMISSION OF OFFER

1.2.1 HAND AND POST LODGEMENT

The Respondent may submit the Offer:

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<tr>
<th>By hand at:</th>
<th>By post at:</th>
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<tr>
<td>Tendering Services, Optima Centre, 16 Parkland Road, OSBORNE PARK WA 6017.</td>
<td>Tendering Services, Locked Bag 11, OSBORNE PARK BC WA 6916</td>
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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 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) on the Tenders WA website to ensure that the complete Tender has been downloaded including any and all addenda.

1.5 BRIEFING
A non-mandatory briefing to Respondents will be conducted at:

Date: 26/11/2018
Time: 10:30 AM (Western Australian time)
Location: Department of Primary Industries and Regional Development (Fisheries)
14 Capo D’Orlando Drive South Fremantle
and;
Date: 27/11/2018
Time: 10:30 AM (Western Australian time)
Location: Busselton Esplanade Hotel
30/38 Marine Terrace Busselton

Respondents are requested to confirm their attendance at a briefing by no later than 12 Noon, Western Australian time, by Friday 23 November 2018 by emailing your interest to Sonya Stepanovski, Senior Procurement Officer at the Department of Finance sonya.stepanovski@finance.wa.gov.au
1.6 CONTACT PERSONS

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

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

CONTRACTUAL AND ROUTINE ENQUIRIES:

Name: Sonya Stepanovski
Title: Senior Procurement Officer
Telephone: (08) 6551 1427
E-mail: sonya.stepanovski@finance.wa.gov.au

ADVICE ON DELIVERING OFFERS:

Name: Tendering Services
Telephone: (08) 6551 2345

ADVICE ON USING TENDERS WA:

Name: Procurement Systems Support
Telephone: (08) 6551 2020

1.7 REQUEST CONDITIONS

The “Request Conditions” are contained in the Part A of the Request Conditions and General Conditions of Contract [October 2018] 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.
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 or Customer 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 Addenda; and

b). Western Australian Industry Participation Strategy.

The Buy Local Policy can be viewed and downloaded at [www.ssc.wa.gov.au](http://www.ssc.wa.gov.au) or copies of these policies are available from the State Supply Commission (telephone 08 6551 1500). The Western Australian Industry Participation Strategy can be downloaded at the Industry Link Advisory Service (ILAS) website ([https://industrylink.wa.gov.au](https://industrylink.wa.gov.au)).

This Request is a covered procurement under the Australia-United States Free Trade Agreement (AUSFTA), the Australia-Chile Free Trade Agreement (ACFTA), the Korea-Australia Free Trade Agreement (KAFTA), the Japan-Australia Economic Partnership Agreement (JAEPA) and the Singapore-Australia Free Trade Agreement (SAFTA).
**SCHEDULE 1 - CUSTOMER CONTRACT DETAILS**

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<td>2.</td>
<td>The Term of the Customer Contract</td>
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<td>Protection and Indemnity (marine liability)</td>
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<td>Workers and Seafarers Compensation</td>
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<td>Workers’ Compensation</td>
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| 11. | Contract Management Requirements | Customer's Representative: Brett Hopley Department of Primary Industries and Regional Development 14 Capo D’Orlando Drive | South Fremantle WA 6162 brett.hopley@dpird.wa.gov.au Reporting The Contractor will be required to report against the services provided, including written and computer based reports. The Customer's Representative will provide the successful Respondent with reporting documentation to be completed by the successful Respondent and provided to the Customer's Representative each week as specified in the Non-lethal SMART Drumline Operations Manual (referred throughout this Request as the “Manual”). The reporting form/s must contain all data which the Customer's Representative has directed the successful Respondent to collect, including, but not limited to, data reporting through the onboard Automatic Location Communicator (ALC) as specified in the Manual. Meetings The successful Respondent and listed crew members must, at the Respondent's own cost, participate in various meetings and training programs with the Customer's Representative and any individuals whom the Customer's Representative elects to invite. Meetings may include, but are not limited to, a contract commencement meeting which will determine applicable reporting lines, provide an overview and agreement on deliverables and brief the
Key Performance Indicators
The Contractor is required to comply with the Performance Standards detailed at 2.4 within Schedule 2 Specifications/Requirements.

12. Confidential Information
The Customer specifies the following information to be “Confidential Information” under paragraph (b) of the definition of “Confidential Information” in clause 2.1 of the General Conditions:
- All information, no matter in what form, related to the Contract.

13. Police Clearance
Clause 18.4 of the General Conditions applies.

14. Confidential Declaration – Prevention of Paedophilia
Clause 18.5 of the General Conditions does not apply.

15. Warranties
For the purposes of clause 19.5 of the General Conditions, no warranties are specified.

16. Intellectual Property Owner
Clause 23.1 (a) of the General Conditions applies.

17. Working Papers
Clause 23.1 (e) of the General Conditions applies.

18. Publicity
DPIRD is specified for the purposes of clause 24.4 of the General Conditions. All statements regarding the Contract will be undertaken by the Customer.

19. Government Policies
For the purposes of clause 32 of the General Conditions, no obligations relating to Government procurement policies are specified.

20. Western Australian Industry Participation Strategy – Participation Plan Reporting
This reporting is a requirement of the Western Australian Industry Participation Strategy (WAIPS). Guidance on the WAIPS may be found at www.jtsi.wa.gov.au.

Participation Plan Reporting
a) The Contractor must submit to the Customer a report as to the matters covered by the Participation Plan (as detailed in Appendix 1):
   (A) in every year of the Term, in respect of that year (Annual Report); and
   (B) upon the expiry of the Customer Contract, in respect of the whole of the Term of the Customer Contract (Final Report), in accordance with this clause.

b) Each report submitted under clause a) must use the form of, and must address the matters outlined in, the Participation Plan Report Template which is attached to the Customer Contract as Appendix 2.

c) Subject to clause d), the Contractor must submit:
   (A) an Annual Report to the Customer no later than two weeks after each anniversary of the Customer Contract Commencement Date, or on such other date each year as is notified by the Customer to the Contractor; and
   (B) a Final Report no later than two months after the expiry of the Term of the Customer Contract.

d) Where the Term is 12 months or less, only one report from the Contractor is required, being the Final Report, which the Contractor must submit within two months after the expiry of the Term.

e) Each report required under clause a) report must be accurate, up-to-date, comprehensive, sufficiently detailed, and in no way misleading or deceptive.

f) The Participation Plan Report must be endorsed and verified as being true and correct by the Contractor’s Chief Executive Officer, Managing Director or equivalent.
PART A CUSTOMER CONTRACT DETAILS - RESPONDENT TO READ AND KEEP THIS PART A

Participation Plan Compliance
The Customer may obtain information from any person regarding the Contractor’s compliance with the Participation Plan or any Participation Plan Report.

Use of Information
The Customer may use or disclose the Participation Plan or any Participation Plan Report provided under this clause for the legitimate purposes of or relating to Government or the business of Government.

Clause survives
This clause survives the termination or expiration of the Customer Contract.

SPECIAL CONDITIONS

21. State and Commonwealth Approvals
The Contractor and Customer acknowledge that:

1. In order to perform their respective obligations under the Contract, the Contractor and Customer must apply for, obtain and maintain certain State and Commonwealth approvals, licences and exemptions which may include, but are not limited to, those required under the Fish Resources Management Act 1994 (WA), Aquatic Resources Management Act 2016 (WA), Biodiversity and Conservation Act 2016 (WA), Environmental Protection Act 1986 (WA) and the Environment Protection and Biodiversity Conservation Act 1999 (Cth) (“Relevant Approvals”); and

2. The Relevant Approvals required by the Customer are the “Customer's Approvals”; and

3. The Relevant Approvals required by the Contractor are the “Respondent's Approvals”.

22. Respondent's Approvals
The Customer is currently applying for the Customer's Approvals. After the announcement of the identity of the preferred Respondent, the Customer's Representative will liaise with the preferred Respondent regarding the Respondent's Approvals. The preferred Respondent must apply for the Respondent's Approvals as soon as reasonably practicable after the announcement of the identity of the preferred Respondent. Immediately thereafter, the preferred Respondent must provide to the Customer's Representative, copies of each of the applications. When the preferred Respondent receives notification of the outcome of each of the applications, the preferred Respondent must immediately notify the Customer's Representative and provide copies of such notification, together with copies of the preferred Respondent's Approvals as soon as reasonably practicable following their issue.

23. Relevant Approvals a condition precedent
It is a condition precedent of the Contract that the Customer and Contractor respectively obtain each of the Customer's Approvals and the preferred Respondent's Approvals. For the avoidance of any doubt, should there be a failure to obtain any of the Relevant Approvals, the contract will not come into force.

24. Public Authority Statutory Discretion
The Customer and Contractor agree that no provision of the Contract affects any statutory discretion which may be exercised by the Customer in respect of any matter or decision arising in respect of the Contract.

25. Termination for Convenience
The Contractor and Customer acknowledge that:

1. Without prejudice to any other rights the Customer may have under the Contract, the Customer may at any time, for its sole convenience (which for the avoidance of doubt may include, but is not limited to, a change in government policy), terminate the Contract by giving a 'Termination for Convenience Notice' to the Contractor.

2. The Contract will terminate on the date and time stated in the Termination for Convenience Notice or, if no such date and time is stated, at the date and time the Termination for Convenience Notice was received by the Contractor.

3. If the Customer terminates this Contract under the above provision, the
Customer will pay the Contractor the following amounts:

(i) the costs and expenses actually and reasonably incurred by the Contractor as a direct consequence of the Customer's termination, provided that the Contractor has taken all reasonable steps to mitigate and minimise these costs and expenses; and

(ii) the costs reasonably incurred by the Contractor in expectation of completing the remainder of the Services and not included in any payment by the Customer.

4. The amount payable to the Contractor under clause 25.3 will be the Contractor's sole entitlement to compensation if the Customer terminates this Contract at its convenience in accordance with this special condition.

26. Event of default

In addition to the events defined as Events of Default in the General Conditions of Contract, the following events are also Events of Default:

1. any reduction of, or lapse in, the certification of the vessel or the vessel's master;
2. failure to maintain all required licences or approvals to undertake the services;
3. any failure, without reasonable excuse, to keep the vessel in service; &
4. multiple unjustified compliance breach reports by the Contractor.

27. Definition of "Premises"

The Customer and Contractor agree that the 'Contractor's premises', described in the General Conditions, includes the Contractor's vessel and any substitute vessel which the Contractor uses, or intends to use, to perform the Services.

28. Attendance at meetings and participating in training

The Contractor must, at its own cost, participate in various meetings and training programs with the Customer's Representative and any individuals whom the Customer's Representative elects to invite. Meetings may include, but are not limited to, a contract commencement meeting which will determine applicable reporting lines, provide an overview and agreement on deliverables and brief the Contractor on Occupational Health and Safety issues. The Contractor and all master/crew members must, at the Contractor's own cost, attend training as required by the Customer's Representative.

29. Directions

The Contractor must comply with any instruction or direction issued or provided by the Customer's Representative regarding the subject matter of this Contract.

30. Contractor to permit certain individuals aboard the vessel

The Contractor must at all times permit any persons invited by the Customer's Representative including, but not limited to, DPIRD officers and researchers on-board the Contractor's vessel to observe or assist with the performance of the Services.

31. Contractor to provide assistance

The Contractor must, when requested, provide such assistance necessary to the individuals referred to in Special Condition 30, immediately before, while on-board and immediately after being on-board the Contractor's vessel.

32. Vessel's class of survey

The Contractor must:

1. at all times during the Term, keep the Contractor's vessel under the same class of survey described by the Respondent in its offer; and
2. immediately advise the Customer's Representative of any change in the class of survey of the Contractor's vessel.

33. Contractor to ensure waivers are signed

The Contractor will be required to ensure that each person who intends boarding the Contractor's vessel provides a full waiver, indemnity and release in favour of the Customer in a form provided by the Customer's Representative.

34. Supply of drumlines

DPIRD will supply the SMART drumlines to the Contractor including ropes and anchors. The Contractor must take reasonable care of any equipment provided to it by DPIRD. In the event that the SMART drumline/s, and/or any part of the drumline/s, require repair or replacement, the Contractor will be responsible for such repairs or replacements at the Contractor's expense. DPIRD may, at its absolute discretion, elect to repair or replace the drumline/s or parts of the drumline/s.

35. Vessel use during contract period

The Contractor must not use the Contractor's vessel, or allow any person aboard the Contractor's vessel, to perform any activities unrelated to the services of the SMART Drumline contract. For the avoidance of doubt, this
includes, but is not limited to, any other fishing activities, regardless of whether that fishing is of a commercial or recreational nature. During the Term, no persons, other than authorised officers under State or Commonwealth legislation, approved vessel crew or individuals referred to in Special Condition 30 are allowed to be on board the Contractor’s vessel.
SCHEDULE 2 - SPECIFICATION / STATEMENT OF REQUIREMENTS

1. STATEMENT OF REQUIREMENTS

The Department of Primary Industries and Regional Development (DPIRD) is seeking the services of a suitably experienced and qualified provider to undertake services related to the setting, management and maintenance of a series of Shark Management Alert in Real Time (SMART) drumlines in the specified area SMART Drumline Management Area (the SDMA) as part of a non-lethal scientific trial.

The SDMA is as defined by the area between the northern latitude of 33° 48.50' S and the southern latitude of 33° 54.80' S, and extending from the coastal shoreline to 2.5 km offshore.

The services include, but are not limited to:

1. continuously monitoring SMART drumlines set in the SDMA for specified periods;
2. responding to alerts from the SMART drumlines immediately with the vessel at the buoy within 30 minutes of capture; and
3. management and release of catch.

Details of the required services are outlined within the Specifications below.

Please Note: An additional document, entitled ‘Non-lethal SMART Drumline Operations Manual’ (referred to throughout this Request as the “Manual”) is currently being drafted. The Manual will be provided to the successful Respondent at the contract commencement meeting.

2. SPECIFICATION OF SERVICES

The successful Respondent must provide the following services.

2.1 GENERAL OPERATIONS

The aim of the Contract is to deploy and monitor SMART drumlines in the waters adjacent to Cowaramup Bay, near Gracetown in the State’s south west. The SMART drumlines and associated equipment will be supplied by, and remain the property of, DPIRD.

The successful Respondent must:

a) comply with the procedures, instructions and provisions contained within the Manual; and

b) participate in, at the Contractor’s own expense, and at all times comply with, all relevant training provided or arranged by the Customer’s Representative.
2.1.1 VESSEL

The successful Respondent’s vessel will be under commercial survey (current Certificate of Survey must be to one of the following classes: 1B, 1C, 2B, 2C, 3B, 3C) and licensing requirements.

The successful Respondent’s vessel must have the following capabilities and equipment:

a) no more than 1000mm freeboard amidships an appropriately sized sea door is located amidships.

b) clear deck space (at least 2m x 2.5m) with additional sufficient dry area (at least 2m x 1.5m e.g. a half-cabin or similar);

c) a demonstrated ability to safely operate in exposed ocean weather conditions;

d) an Automatic Location Communicator (ALC) and ability to maintain a GPS track log and use of the Easymail email system via computer;

e) a winch bringing a large shark (or other marine animal) on board the vessel;

f) the ability to install a DPIRD provided ‘sling’ system to support the relocation of captured sharks under clause 2.2 of Schedule 2;

g) an approximate cruising speed of 20 knots; and

h) the capacity to carry a minimum of two DPIRD staff or approved personnel, additional to the vessel’s crewing requirements.

2.1.2 EQUIPMENT

The successful Respondent must have the following equipment:

a) a computer and vessel Automatic Location Communicator installed on the vessel with Easymail networking; and

b) a mobile phone with network coverage or satellite network access.

2.1.3 PEOPLE

The successful Respondent must:

a) supply one or more suitably qualified and experienced master/s to operate the identified vessel/vessels for the term of the Contract;

b) notify DPIRD of any changes to personnel;

c) supply at least three suitably qualified and experienced crew, including at least one being a qualified master, and make them available for training by DPIRD; and

 d) meet Occupational Health and Safety obligations (refer to Schedule 2 – 1 Statement of Requirements).

2.1.4 BAIT

The successful Respondent must provide DPIRD with a ‘Bait Supply Plan’ demonstrating that a sufficient supply of bait is accessible to the successful Respondent, or formal supply agreements have been made, for the term of the Contract.
2.1.5 REPORTS AND RECORD KEEPING

The successful Respondent will be required to create, maintain records against all services provided including written and computer based reports.

The Customer's Representative will provide the Contractor with the required reporting documentation to be completed by the Contractor provided to the Customer's Representative each week. The reporting documentation must contain all data which the Customer's Representative has directed the Contractor to collect including, but not limited to, data reporting through the on-board ALC as specified in the Manual.

2.2 SMART DRUMLINE OPERATIONS

The Contractor must provide the following services:

a) deploy, maintain and retrieve SMART drumlines each day and throughout the day as required;

b) inspect the SMART drumlines (training will be provided by the DPIRD scientist and technicians responsible for the program);

c) collect samples from the sharks, tag species, and release sharks as specified in the Manual; and

d) reduce any harm to live marine life by following the protocols instructed during training and in the Manual, or as instructed by DPIRD staff on any day.

2.2.1 TIMES

The Contractor must:

a) commence deploying SMART drumlines no later than one (1) hour after sunrise;

b) have deployed ten (10) SMART drumlines by two and a half (2.5) hours after sunrise;

c) commence retrieving SMART drumlines no earlier than two (2) hours before sunset; and

d) finish retrieving all SMART drumlines set under 2.2.1(b) by sunset.

A Fishing Day is when the Contractor has, on any day, fished with at least 10 SMART drumlines for at least five (5) hours from the time at which the last SMART drumline was set in the water. The Contractor will only receive the contracted 'Daily Rate' (referred to in Schedule 3: Pricing) if a Fishing Day has been completed.

2.2.2 EQUIPMENT/GEAR

The Contractor must deploy SMART drumlines, in accordance with the Manual and training, every day and throughout the day as required. DPIRD will provide:

a) SMART drumlines and associated gear;

b) tagging and research equipment; and

c) relevant reporting logs.
It is the responsibility of the Contractor to:

a) maintain the SMART drumlines and associated equipment in good working order;

b) conduct a daily test of the SMART drumlines and associated equipment in accordance with the Manual and training;

c) conduct a weekly inspection and clean of the SMART drumlines and associated equipment in accordance with the Manual and training;

d) replace (on the same day) the SMART drumline units, anchor rope, shackles and/or chains/anchors should they be lost or damaged; and

e) inform the Customer’s representative of any lost or damaged equipment.

None of the equipment/gear or bait can be on sold once it is damaged or finished being used. All damaged gear must be returned to DPIRD staff at the earliest opportunity.

2.2.3 FISHING OPERATIONS

Ten (10) SMART drumlines will be set at approximately 500m offshore of beaches in the SMART Drumline Management Area (SDMA). The Contractor must:

a) set all SMART drumlines within the SDMA (specified in Schedule 2 -1) within 15 metres of the locations specified in the Manual;

b) on each day of the Contract, except under risk of weather conditions as defined in Section 2.2.5 (Risk Weather), set all SMART drumlines within the time periods specified in Section 2.2.1, in a manner consistent with the directions of the Manual and the provisions of the Contract;

c) bait the hook of each SMART drumline using bait which is:

   i. provided by the successful Respondent at its sole expense;
   ii. over 1kg in weight; and
   iii. is of a type and size suitable for attracting large sharks;

d) remove and replace the bait on a SMART drumline hook when the bait is reduced below a weight of 0.6kg,

e) when bait is no longer suitable, store the bait on-board the successful Respondent’s vessel and dispose of the bait on shore in accordance with the directions of the Manual;

f) inspect the SMART drumlines in accordance with the Manual, at a minimum of three (3) hourly intervals;

g) carry two (2) additional SMART drumlines on board the vessel and any other parts required to replace/repair damaged drumlines;

h) in accordance with the Manual, photograph and record every animal caught and collect biological samples as required;

i) tag all sharks caught:

   i. in accordance with the Manual and training provided; and
ii. only using materials provided by the Customer’s Representative;

j) if weather conditions are suitable, relocate and release:
   i. all white sharks;
   ii. tiger sharks three (3) metres and greater in total length;

k) with respect to sharks which expire:
   i. remove and retain any existing tagging or tracking research equipment from the shark; and
   ii. take the expired shark at least two (2) kilometres off shore and release the shark in accordance with the Manual; or
   iii. deal with the shark as otherwise directed by the Customer’s Representative;

l) immediately release any captured animal not dealt with under sub-clauses i) and j);

m) collect data in accordance with the Manual;

n) maintain a data log sheet in accordance with the Manual; and

o) permit, at all times, any persons invited by the Customer’s Representative, including, but not limited to, DPIRD officers and researchers, on-board the vessel to observe and/or assist with the Services provided under the Contract.

2.2.4 LOST OR DAMAGED DRUMLINES

If the successful Respondent is unable to locate a SMART drumline, or believes that a drumline is missing, regardless of whether those drumlines have been set, the successful Respondent must immediately notify DPIRD in accordance with the Manual.

2.2.5 RISK WEATHER

For the purpose of this clause ‘Risk Weather’ is defined as:

a) weather forecast, as at 1600 hours of the previous day, published on the Bureau of Meteorology webpage – Leeuwin coastal waters forecast: Cape Naturaliste to Walpole, to be equal to or greater than:
   i. 26 knots of wind; or
   ii. 3.5 metres of sea; or
   iii. 4 metres of ‘first’ swell;

b) during SMART drumline fishing activity, weather conditions reported on the Bureau of Meteorology webpage – Leeuwin Coastal Weather Observations for Cape Naturaliste as being equal to or greater than:
   i. 26 knots of wind;
   ii. 3.5 metres of sea; or
   iii. 4 metres of swell;

c) Department of Transport (WA) Cape Naturaliste tide and wave Cape Naturaliste sea and swell directional graph as being equal to or greater than 3.5 metres of sea or 4 metres of swell.
The Contractor must perform SMART drumline fishing operations during the times set out in the Manual, throughout the contract period, unless the day is deemed to be Risk Weather.

If on any day that is deemed to be Risk Weather:
a) the successful Respondent does not carry out SMART drumline fishing activities; or
b) where fishing is already underway, SMART drumline fishing ceases by the removal of all of the SMART drumlines from the water,
a compliance breach of the Contract will not occur.

The Master of the Contractor’s vessel on the day has the ultimate and final option to not head to sea or conclude all fishing activities and return from sea.

DPIRD may amend the definition of ‘Risk Weather’ at any point. Any changes to the definition of Risk Weather will be made with fourteen (14) days notice, in writing, to the Contractor, or immediately by written agreement between the Customer and the Contractor.

### 2.3 OCCUPATIONAL SAFETY AND HEALTH

#### 2.3.1 GENERAL OSH STANDARDS

The Contractor must:

a) ensure the health and safety of all people who may be affected by their activities, including their employees, subcontractors and members of the public, in compliance with the OSH Law;
b) undertake its own identification and detailed analysis of all work health and safety risks associated with the delivery of the contracted services;
c) conduct appropriate induction and emergency preparedness where the Contractor has assumed management or control of a workplace;
d) prior to commencement of the services, develop and implement a job safety analysis and a contract specific safety management plan;
e) provide appropriate information, training or supervision that is necessary to protect all persons from risks to their health and safety arising from the delivery of the contracted services including:
   i. monitoring the health and safety of workers to prevent illness or injury; and
   ii. providing first aid equipment, an emergency plan and personal protective equipment where appropriate;
f) not direct or allow any employee or subcontractor to use plant or structures if that person does not have the necessary qualifications or is not under the direct supervision of a person with the necessary qualifications or experience; and
g) in relation to incident notification, the Contractor must:
i. in addition to the Contractor’s notification obligations under OSH Law, as soon as is practical and safe to do so after the incident, notify the Customer’s Representative of any OSH incidents;

ii. provide a written report to the Customer’s Representative within 24 hours after the incident, giving details of the incident and evidence that notification requirements have been met; and

iii. investigate all OSH incidents appropriately to ensure relevant corrective action is undertaken.

2.3.2 WARRANTS

The successful Respondent must:

a) warrant and represent that it has, and will ensure that its subcontractor/s have:

i. the necessary resources in place to comply with the OSH law; and

ii. taken all necessary measures to identify reasonably foreseeable hazards in relation to the Services which could potentially give rise to risks to health and safety and taken all necessary measures to eliminate or control those hazards; and

b) Acknowledge that DPIRD, in entering into this Contract, has relied on the successful Respondent’s warranties under this clause.

2.4 PERFORMANCE STANDARDS

The Customer will oversee the monitoring of the SMART drumline trial. As part of the trial the Contractor must abide by all parameters that are identified in the Manual, including operational standards and procedures.

The Customer’s Representative may add, delete or alter the Manual, after providing the Contractor with seven (7) days notice in writing of that addition, deletion or alteration.

Compliance Breach Reports (CBR) can be issued by the Customer’s Representative to the Contractor for:

a) failing to commence the setting of baited SMART drumlines on any day with weather not defined as Risk Weather (2.2.5) within the specified times;

b) failing to retrieve SMART drumlines in accordance with the Manual;

c) not performing the fishing activity on a day with weather not defined as Risk Weather (Section 2.2.5);

d) failing to abide by all directions in the Manual or provided during training relating to:

i. fishing or tagging practices;

ii. shark relocation methods; or

iii. insufficient records or reporting;

e) failing to ensure safe fishing and work practices including, but not
limited to, abiding by all directions specified in the Manual, or undertaking, or allowing to be undertaken, aboard a vessel in which they are the Master, a practice as part of the Contract which the Customer’s Representative deems as unsafe to any vessel crew or other person;

f) permitting on board the vessel a person that has not been approved by the Customer’s Representative;

g) failing to abide by all directions specified in the Manual, or undertaking, or allowing to be undertaken, a practice as part of the Contract which the Customer’s Representative deems to be inappropriate treatment of a marine animal; and

h) using the vessel for a purpose other than those provided for in Schedule 2 section 2.2.

The successful Respondent will have ten (10) calendar days to respond to a CBR with any justification for why the breach occurred.

Regular reports from DPIRD staff and observers will be provided to the Customer and the Customer’s Representative will report on any performance issues at regular Contract meetings between the parties.

2.5 ASSISTANCE PROVIDED BY THE CUSTOMER

The Customer’s Representative will provide suitable SMART drumline and reporting tool training to the Contractor and the Contractor’s staff.

The Customer’s Representative will advise the Contractor of any structural or operational issues that are identified outside of the Contractor’s scheduled inspections and/or other routine maintenance.

The Customer’s Representative will be responsible for all media and other external reporting requirements.
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 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;

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:

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

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) **VESSEL CLASS**

The vessel or vessels are to be classified as Class 1B or 1C or 2B or 2C or 3B or 3C vessel under the National Standard for Commercial Vessels (Australian Maritime Safety Authority).

**RESPONDENT TO COMPLETE:**

Does the Respondent have a Class 1B or 1C or 2B or 2C or 3B or 3C vessel as specified in clause 3(a)?

If yes, please attach a copy of the Respondent’s vessel’s certificate of registration.

Yes ☐ No ☐

(b) **NATIONAL STANDARD FOR COMMERCIAL VESSELS COMPETENCY**

The Master of the Respondent’s vessel is required to hold the domestic certificates to command and operate the highest survey standard vessel, as defined 3 a), in offshore operation out to three (3) nautical miles. These certificates will generally be a Master <35m or Coxswain Class 2 with appropriate grade Marine Engine Driver (or Western Australian equivalent) qualification

**RESPONDENT TO COMPLETE:**

Does the Master/Engineer of the Respondent’s vessel hold the required certification to operate the vessel in the waters in which the survey is being conducted as specified in clause 3(b)?

If yes, please attach a copy of the relevant certification.

Yes ☐ No ☐
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 Customer Contract Details and/or General Conditions.

a) Compliance

   (i) **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?

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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?

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

If no, provide details:
b) **DISCLOSURES**

(i) **Participants (including subcontractors)**

<table>
<thead>
<tr>
<th><strong>RESPONDENT TO COMPLETE:</strong></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Is the Respondent acting as an agent or trustee for another person or persons?</td>
<td></td>
</tr>
<tr>
<td>Yes ☐</td>
<td>No ☐</td>
</tr>
<tr>
<td>If yes, provide details:</td>
<td></td>
</tr>
</tbody>
</table>

AND

<table>
<thead>
<tr>
<th><strong>RESPONDENT TO COMPLETE:</strong></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Is the Respondent acting jointly or in association with another person or persons?</td>
<td></td>
</tr>
<tr>
<td>Yes ☐</td>
<td>No ☐</td>
</tr>
<tr>
<td>If yes, provide details:</td>
<td></td>
</tr>
</tbody>
</table>

AND

<table>
<thead>
<tr>
<th><strong>RESPONDENT TO COMPLETE:</strong></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>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?</td>
<td></td>
</tr>
<tr>
<td>Yes ☐</td>
<td>No ☐</td>
</tr>
<tr>
<td>If yes, provide details:</td>
<td></td>
</tr>
</tbody>
</table>

(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, or an offence under the *Fish Resources Management Act 1994* (WA).

<table>
<thead>
<tr>
<th><strong>RESPONDENT TO COMPLETE:</strong></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Has the Respondent or any person included in the Specified Personnel been convicted of a criminal offence that is punishable by imprisonment or detention, or an offence under the <em>Fish Resources Management Act 1994</em>?</td>
<td></td>
</tr>
<tr>
<td>Yes ☐</td>
<td>No ☐</td>
</tr>
<tr>
<td>If yes, provide details:</td>
<td></td>
</tr>
</tbody>
</table>
### (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?

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
</table>

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

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
</table>


<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
</table>


<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
</table>

If Yes, registered on:

- [ ] Aboriginal Business Directory WA
- [ ] Supply Nation’s Indigenous Business Direct
- [ ] Both

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.
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 percentage weighting for each Requirement listed below.

### 5.1 SUITABILITY OF VESSEL(S) AND EQUIPMENT (45% WEIGHTING)

The Respondent must:

a) demonstrate that the proposed vessel/s (including substitute vessels) are suitable and fit for purpose to deliver the required services as set out in Schedule 2 - Specification / Statement of Requirements;

b) provide details of the nominated vessel/s identification, condition, age, freeboard, length, certification, licensing, performance and maintenance arrangements. Photographs of the vessel/s must be included;

c) provide details and photographs of the suitable system for bringing in large sharks secured alongside for tagging, transport and release;

d) demonstrate a capacity to supply the required bait for the length of the contract (the Respondent should include a bait supply plan);

e) provide a list of other equipment relevant to the services and complete the table below in respect of each vessel (including any proposed substitute vessel):

<table>
<thead>
<tr>
<th>Vessel &amp; Equipment Description, Capability</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vessel type (i.e trailered, make, model)</td>
<td></td>
</tr>
<tr>
<td>Measured length</td>
<td></td>
</tr>
<tr>
<td>Engine type (i.e number, type, size)</td>
<td></td>
</tr>
<tr>
<td>Draft</td>
<td></td>
</tr>
<tr>
<td>Current Certificate of Survey to one of the following classes: 1B, 1C, 2B, 2C, 3B, 3C.</td>
<td></td>
</tr>
<tr>
<td>Winch type</td>
<td></td>
</tr>
<tr>
<td>Winch capability</td>
<td></td>
</tr>
<tr>
<td>Overhead lifting capacity</td>
<td></td>
</tr>
<tr>
<td>Gunnel height above WL</td>
<td></td>
</tr>
<tr>
<td>Pumping equipment or deck wash system</td>
<td></td>
</tr>
<tr>
<td>Desk space ((m^2)) – for observer use</td>
<td></td>
</tr>
</tbody>
</table>
Normal cruising speed

Maximum continuous cruising speed

Approved Automatic Location Communicator (‘ALC’) and VMS computer (if installed)

Communication devices

Local mooring (if applicable)

Bait Supply Plan

**RESPONDENT TO COMPLETE:**

Respondent to demonstrate suitability of vessel(s) and equipment. (If insufficient space, please attach the information to your submission).

a) 

b) 

c) 

d) 

e) 

5.2 **DEMONSTRATED ORGANISATIONAL CAPACITY, SKILLS AND EXPERIENCE OF THE ORGANISATION TO UNDERTAKE PROJECTS OF A SIMILAR NATURE** (45% WEIGHTING)

The Respondent must provide information regarding:

a) the methodology for undertaking the SMART drumline services as detailed within Schedule 2 – Specification/Statement of Requirements;

b) the organisational capacity to perform the Customer Contract;

c) details of personnel with reference to their:

i. qualifications, roles in providing the services described in this Request, experience in the handling and tagging of large sharks;

ii. ability to undertake basic research as required, such as species identification, sexing, size measurement, fin tagging and tissue sampling;

iii. ability to undertake and record accurate size measurements of sharks on and alongside the vessel;

iv. ability to record required data and perform communication of specific information by computer and telephone; and

v. experience in operating a vessel in open waters;
d) contingency planning and capability including the ability to deploy alternative staff and a substitute vessel of similar performance, specifications and equipping in the event of mechanical breakdown or unserviceability.

e) previous contracts for similar or related services provided for other clients including:

i. a detailed description of the Services provided;

ii. similarities between the previous contracts and this Request;

iii. when the previous contracts were performed; and

iv. the outcome of the previous contracts.

RESPONDENT TO COMPLETE:
Respondent to provide the information required under this clause.

a) 

b) 

c) 

d) 

e) 

5.3 PARTICIPATION PLAN (10% WEIGHTING)

This criterion is a requirement of the Western Australian Industry Participation Strategy (WAIPS). Guidance on the WAIPS may be found at www.industrylink.wa.gov.au. Respondents must demonstrate economic benefits to Western Australia by submission with their Offer of a Participation Plan, which will be evaluated as a qualitative criterion.

The Customer will, in its value for money assessment, consider as a Qualitative Requirement the extent to which Section B of the Participation Plan meets the Participation Objectives.

RESPONDENT TO COMPLETE:
Respondent to complete the Participation Plan in Appendix 1 – Participation Plan.

If successful, your response to the Participation Plan annexure will be forwarded to the Industry Link Advisory Service (ILAS), Department of Jobs, Tourism, Science and Innovation.
6. **REFEREES**

The Respondent should provide contact details of two referees for contracts or supply arrangements of a similar nature that are current or that has been successfully completed by the Respondent. Referees must be able to verify the claims of relevant experience and confirm answers provided in relation to Part B, Section 5 ‘Qualitative Requirements’.

The Respondent must ensure that its nominated referees are aware that they may be contacted.

The Customer reserves the right to request alternative referees should those supplied be considered unsuitable. The Respondent should note that referee details must be provided as part of the Offer. It is not acceptable to state that referees will be provided at a later date.

### RESPONDENT TO COMPLETE:

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1.</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Referee Details</strong></td>
<td></td>
</tr>
<tr>
<td>Name and position title</td>
<td></td>
</tr>
<tr>
<td>Company name</td>
<td></td>
</tr>
<tr>
<td>Telephone number</td>
<td></td>
</tr>
<tr>
<td>Email address</td>
<td></td>
</tr>
<tr>
<td><strong>2.</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Referee Details</strong></td>
<td></td>
</tr>
<tr>
<td>Name and position title</td>
<td></td>
</tr>
<tr>
<td>Company name</td>
<td></td>
</tr>
<tr>
<td>Telephone number</td>
<td></td>
</tr>
<tr>
<td>Email address</td>
<td></td>
</tr>
</tbody>
</table>
7. 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:

<table>
<thead>
<tr>
<th>Insurer</th>
<th>ABN</th>
<th>Policy No</th>
<th>Insured Amount</th>
<th>Expiry Date</th>
<th>Exclusions, if any</th>
</tr>
</thead>
<tbody>
<tr>
<td>Public and Products Liability Insurance</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Protection and Indemnity (marine liability)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Workers and Seafarers Compensation</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Workers’ Compensation including common law liability of $50 million</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Note: Respondents are required to provide their Certificates of Currency with their submission.

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.

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 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.

Please Note

• A Fishing Day is when the Contractor has, on any day, fished with at least 10 SMART drumlines for at least five (5) hours from the time at which the last SMART drumline was set in the water.
• The Contractor will only receive the contracted ‘Daily Rate’ if a Fishing Day has been completed.
• The Respondent must include all costs associated with the services in the pricing below (inc. GST).
• Where a secondary vessel is proposed as a contingency measure (in the case of mechanical failure, unserviceability etc), please indicate whether or not the below rates apply. If the below rates do not apply, please provide rates under the specified headings.

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>PRICE (INC. GST)</th>
</tr>
</thead>
<tbody>
<tr>
<td>The Respondent must provide the daily rate for the provision of the services:</td>
<td></td>
</tr>
<tr>
<td>• DAILY RATE</td>
<td>$</td>
</tr>
</tbody>
</table>

The Respondent is also to state if the same prices will apply should a secondary vessel be used in place of the primary vessel:

Yes – same prices □ No – different prices □
If No please state the prices (Inc. GST) applicable in the below table:

**Secondary Vessel**

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>PRICE (INC. GST)</th>
</tr>
</thead>
<tbody>
<tr>
<td>The Respondent must provide the daily rate for the provision of the services for the secondary vessel:</td>
<td>$</td>
</tr>
<tr>
<td>• DAILY RATE</td>
<td></td>
</tr>
</tbody>
</table>

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

b). **SETTLEMENT DISCOUNT**

The Respondent must state whether it is prepared to offer a discount if payment of the Price or that part of the Price specified in the invoice is made within:

(i) fourteen (14) days; or

(ii) twenty-one (21) days,

of the date of the invoice.

**RESPONDENT TO COMPLETE:**

A discount of:

...% is offered if payment of the Price or that part of the Price specified in an invoice is made within fourteen (14) days of the date of the invoice;

...% is offered if payment of the Price or that part of the Price specified in an invoice is made within twenty-one (21) days of the date of the invoice;


c). **REGIONAL PRICE PREFERENCES**

The Western Australian Government provides price preferences to Western Australian businesses when they are in competition with other Western Australian businesses for government contracts where the purchase or contract delivery point is in regional Western Australia.

The two types of regional price preferences are Regional Business Preference and Regional Content Preference.

In circumstances where one or more Offers are received from businesses located in other States or Territories of Australian, New Zealand and, for covered procurements, FTA countries and these Offers are not being considered in the final analysis then the regional business preference and the regional content preference will be applied. A current list of agreements with FTA countries is available at [www.ssc.wa.gov.au Free Trade Agreements](http://www.ssc.wa.gov.au) The Contract Authority or Customer (as the case requires) retains the complete discretion to determine those Offers in the final analysis.

Details regarding the regional price preferences and how they are applied are documented in the Western Australian Government's "Buy Local" Policy. This policy can be viewed and downloaded at [www.ssc.wa.gov.au > Other Government Policies](http://www.ssc.wa.gov.au) or copies of this policy are available from the State Supply Commission (telephone (08) 6551 1500).
The regional Contract Delivery Point for this Contract is: Cowaramup Bay.
The Prescribed Distance for this contract is: 200 km.

(i) Regional Business Preference

Respondents who meet the following requirements are eligible to claim the Regional Business Preference:

- have maintained a permanent operational office within the prescribed distance of a regional contract delivery point and conducted business from that office for at least six months prior to the date of the Request being called;
- bid from that office; and
- manage/deliver the majority of the contract outcomes from that office.

An eligible regional business is one that can bona fide answer “yes” to all the listed questions below other than question 2b. and question 6.

The Customer, when comparing Offers received from an eligible regional business with Offers received from Western Australian based businesses located outside the Prescribed Distance, including Zone 1, Perth Region, will reduce the price of the Offer received from the eligible regional businesses, for evaluation purposes only, by 10% of the total Offer cost calculated to a maximum of $250,000 for goods and services not related to housing and works projects. The preference is calculated by the Customer assessing the offers. Eligible regional businesses must show the total cost of their Offer.

Respondents participating in goods and services procurements can claim either the Regional Business Preference or the Regional Content Preference, but not both.

To receive the regional business preference and to ensure the preference is applied correctly where appropriate, Respondents that wish to claim eligibility for the regional business preference must complete the following questionnaire.

### RESPONDENT TO COMPLETE

<table>
<thead>
<tr>
<th></th>
<th>Please click appropriate box</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Is your business located within the prescribed distance from the contract delivery point shown above (excluding Zone 1, Perth Region)?</td>
<td>Yes</td>
</tr>
<tr>
<td>2a. Does your business maintain a permanent operational office within the prescribed distance?</td>
<td>Yes</td>
</tr>
<tr>
<td>2b. What is the address of this permanent operational office?</td>
<td>___________________________</td>
</tr>
<tr>
<td>3. Has your business conducted business from this office for the past six (6) months or more prior to the date this Request was called?</td>
<td>Yes</td>
</tr>
<tr>
<td>4. Have you offered from your business location described above?</td>
<td>Yes</td>
</tr>
<tr>
<td>5. Will your business deliver the majority of the contract outcomes from the business location described above?</td>
<td>Yes</td>
</tr>
<tr>
<td>6. What is the total cost of your Offer?</td>
<td>$________________________</td>
</tr>
</tbody>
</table>
(ii) Regional Content Preference

A regional content preference is available to Western Australian businesses located outside the prescribed distance, including businesses located in Zone 1, Perth Region. The regional content preference is only applied to the cost of the services or materials that will be purchased from other businesses that are located within the prescribed distance of a regional contract delivery point, and will be used in the delivery of the contract outcomes.

The following costs cannot be claimed under the regional content preference:

- estimated costs associated with ‘wear and tear’ on plant and equipment (for example, vehicle or plant repairs and servicing);
- Customer/public authority supplied materials (provided at nominal or no cost);
- goods and services supplied by government utilities (such as water and electricity); and
- all costs associated with travel, accommodation and meals for workers (including travel, accommodation and meal costs associated with sending people from outside the prescribed distance to work on a regional contract and all ongoing travel, accommodation and meal costs associated with the delivery of the contract).

In comparing Offers received from Western Australian based businesses, the cost of the declared regional content must be reduced, for evaluation purposes only, by 10% calculated to a maximum of $250,000. The preference is calculated by the Customer assessing the Offers.

Respondents participating in goods and services procurements can claim either the regional business preference or the regional content preference, but not both.

Respondents must show the actual cost of their regional content by completing the following questionnaire.

<table>
<thead>
<tr>
<th>Description of the Products or Services</th>
<th>Supplier’s Name &amp; Location</th>
<th>Cost $</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total Cost of Regional Content: $
APPENDIX 1 – PARTICIPATION PLAN

The Respondent must include in the Offer this completed Appendix 1 – Participation Plan.

PARTICIPATION PLAN TEMPLATE - Products and Services Contracts

This Participation Plan is required under the Western Australian Jobs Act 2017 (WA Jobs Act) and the Western Australian Industry Participation Strategy.

This Participation Plan will be taken into account in the Customer’s evaluation of the Respondent’s Offer, in the manner set out in this Request. Participation Plan commitments will form part of the Customer Contract.

“How to complete a Participation Plan” guidance documentation is available at WA Industry Link.

The Industry Link Advisory Service (ILAS) from the Department of Jobs, Tourism, Science and Innovation can assist businesses with questions relating to this template as can the Local Content Advisers (LCAs) from the Department of Primary Industries and Regional Development.

Please phone 9222 0722 or email industrylink@jtsi.wa.gov.au
RESPONDENT / CONTRACTOR, CONTRACT AND AGENCY DETAILS

RESPONDENT DETAILS:
(a) Name of Respondent: .......................................................................................
(b) Person responsible for this document: ...............................................................
(c) Contact phone number: ...................................................................................
(d) Contact email: .................................................................................................
(e) Business Website: ..............................................................................................
(f) Business Address: ..............................................................................................

[TO BE COMPLETED PRIOR TO THE RELEASE OF THE REQUEST]

CONTRACT DETAILS:
(a) Request number: DPIRD2019012 ........................................................................
(b) Contract delivery point/s: Cowaramup Bay ..........................................................
(c) Contact title: Provision of Non-Lethal Shark Management Alert in Real Time (SMART) Drumline Services ..........................................................
(d) Contract description/scope: In this Request, the Department of Primary Industries and Regional Development seeks the services of a Contractor to deploy, manage and maintain drumlines in the waters adjacent to Cowaramup Bay, near Gracetown in the State’s south west. Each SMART drumline will need to be set and retrieved each day throughout the contact period when weather conditions are sufficient. ................................

AGENCY DETAILS:
(Important: Refer to Contact Persons in Part A for enquiries relating to this Request)
(a) Agency name: Department of Primary Industries and Regional Development
(b) Contact person: Brett Hopley .............................................................................
(c) Contact phone: (08) 9432 8002 ........................................................................
(d) Contact email: Brett.Hopley@dpird.wa.gov.au ..................................................
SECTION A

SECTION A: IMPORTANT NOTE
The information you provide in Section A will be used for reporting purposes only. It will not form part of the information evaluated for the purposes of the Participation Plan evaluation score.

Important: Take care to ensure that Section A is fully completed.

All table cells need to be completed. Enter a numerical value or NA for the elements that are Not Applicable. Insert additional rows where necessary.

1. RESPONDENT / CONTRACTOR WORKFORCE

a). ESTIMATED WORKFORCE

Please provide the estimated workforce (excluding apprentices and trainees) directly employed in delivering this Contract.

<table>
<thead>
<tr>
<th>Workforce</th>
<th>WA (Metro)</th>
<th>WA (Regional)</th>
<th>Other Australian States, Territories and New Zealand</th>
<th>Overseas</th>
</tr>
</thead>
<tbody>
<tr>
<td>Totals</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

b). ESTIMATED APPRENTICES AND TRAINEES

Please provide the estimated number of apprentices and trainees directly employed in delivering this Contract.

<table>
<thead>
<tr>
<th>Apprentices</th>
<th>WA (Metro)</th>
<th>WA (Regional)</th>
<th>Other Australian States, Territories and New Zealand</th>
<th>Overseas</th>
</tr>
</thead>
<tbody>
<tr>
<td>Trainees</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Totals</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

c). SUBCONTRACTOR INVOLVEMENT

Will your business use subcontractors to deliver part of this Contract? If, yes, please identify the businesses and what they will be contracted to deliver?

<table>
<thead>
<tr>
<th>Subcontractor name</th>
<th>Subcontractor location</th>
<th>Scope of subcontractor involvement</th>
<th>Confirmed (c)</th>
<th>Potential (p)</th>
</tr>
</thead>
<tbody>
<tr>
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<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
d). **ESTIMATED SUBCONTRACTOR WORKFORCE**

If you answered yes to question c) above, please provide the estimated subcontractor workforce (excluding apprentices and trainees) employed in delivering this Contract.

<table>
<thead>
<tr>
<th>Workforce</th>
<th>WA (Metro)</th>
<th>WA (Regional)</th>
<th>Other Australian States, Territories and New Zealand</th>
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</tr>
</thead>
<tbody>
<tr>
<td>Totals</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

e). **ESTIMATED SUBCONTRACTOR APPRENTICES AND TRAINEES**

If you answered yes to question c), above, please provide the estimated subcontractor apprentices and trainees directly employed in delivering this Contract.

<table>
<thead>
<tr>
<th>Apprentices Trainees</th>
<th>WA (Metro)</th>
<th>WA (Regional)</th>
<th>Other Australian States, Territories and New Zealand</th>
<th>Overseas</th>
</tr>
</thead>
<tbody>
<tr>
<td>Totals</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

2. **CONTRACT SPEND DIVISION**

Please estimate the overall spend expected by jurisdiction for this Contract:

**Important:** All table cells need to be completed. Enter a percentage numerical value or NA for the elements that are Not Applicable. The sum of all jurisdictions needs to equal 100%.

<table>
<thead>
<tr>
<th>WA (Metro %)</th>
<th>WA (Regional %)</th>
<th>Australian and New Zealand %</th>
<th>Overseas %</th>
</tr>
</thead>
</table>
SECTION B

Important: The information provided in this section is assessable and will contribute to the Participation Plan evaluation score. It will also be used for Contract Commitments in the manner described.

1. INDUSTRY ENGAGEMENT

These questions are derived (in part) from Section 7 of the Western Australian Jobs Act 2017 (WA Jobs Act) and represent the objectives of WAIPS.

a). INDUSTRY ENGAGEMENT OUTCOMES

Please provide details of how you will achieve the following:

(i). Where a subcontract model is employed, ensure local Industry is given Full, Fair and Reasonable Opportunity to participate;

(ii). promote the diversification and growth of the local economy by targeting supply opportunities for local industry;

(iii). provide suppliers of goods or services with increased access to, and raised awareness of, local industry capability;

(iv). encourage local industry to adopt, where appropriate, world’s best practice in workplace innovation and the use of new technologies and materials;

(v). promote increased apprenticeship, training and job opportunities; and

(vi). promote increased opportunities for local industry to develop import replacement capacity by giving local industry, in particular small or medium enterprises, Full, Fair and Reasonable Opportunity to compete against foreign suppliers of goods or services.

RESPONDENT TO COMPLETE:

b). PROVISION OF FEEDBACK

Will you provide feedback to unsuccessful bidders seeking subcontract opportunities?

RESPONDENT TO COMPLETE:

Yes/No

If Yes, please explain the process. If No, please explain why not?
c). **LIAISON WITH GOVERNMENT**
Will you liaise with the Industry Link Advisory Service / Local Content Advisers on local industry participation issues?

<table>
<thead>
<tr>
<th>RESPONDENT TO COMPLETE:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes/No</td>
</tr>
<tr>
<td>If Yes, please explain the process. If No, please explain why not?</td>
</tr>
</tbody>
</table>

d). **OTHER REGIONAL BENEFITS**
If this Contract is for whole or part regional delivery, please describe any other benefits the awarding of this Contract will deliver to the regional economy.

| RESPONDENT TO COMPLETE: |

e). **SUBCONTRACTOR INVOLVEMENT**
For subcontractors that will outsource components of the package to other businesses, describe what mechanisms will be used to ensure that the obligation to provide Full, Fair and Reasonable Opportunity to local industry is passed on to their relevant subcontractors.

| RESPONDENT TO COMPLETE: |

f). **PREVIOUS PARTICIPATION PLANS**
Has your business previously provided a Participation Plan for a successful offer for any government agency?

<table>
<thead>
<tr>
<th>RESPONDENT TO COMPLETE:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes/No</td>
</tr>
<tr>
<td>If yes, please provide contract references.</td>
</tr>
</tbody>
</table>
Definition of terms

**Apprentices**: People who have a contract with a skilled employer to learn a trade. An apprenticeship is a structured program with a combination of on the job and off the job training, where you gain hands-on skills and knowledge. Upon successful completion, apprentices become a qualified tradesperson.

**Contract Commitments**: Means commitments outlined in a Participation Plan which are incorporated in the Head Agreement or Customer Contract for the Products and/or Services.

**Employed**: As in employment, which is defined by both the Australian Bureau of Statistics and the International Labour Organisation as a minimum of one hour’s paid work per week.

**Local Industry**: Suppliers of goods produced, or services provided, in WA, another State or Territory or New Zealand.

**Metro**: The Metropolitan area is bounded by the City of Wanneroo and the City of Swan in the North, the Shires of Mundaring, Kalamunda and the City of Armadale in the East and the Town of Kwinana and the City of Rockingham in the South.

**Regional**: The Western Australian regional area is all those parts of Western Australia which are located outside of the Metro area.

**Trainees**: People who are undertaking training in order to learn the skills needed to do a job. A traineeship provides hands-on skills and work experience, and can improve your employment prospects and range of career choices. Upon successful completion, a trainee will receive a nationally recognised qualification in their chosen vocational area.

**Workforce**: Means the total number of workers directly employed on a contract. This encompasses full-time, part-time, casual employees, apprentices and trainees, workers engaged through labour hire arrangements and other employer supported employment initiatives such as cadetships and internships.
## APPENDIX 2 – PARTICIPATION PLAN REPORTING TEMPLATE

### CONTRACTOR AND CONTRACT DETAILS

<table>
<thead>
<tr>
<th>CONTRACTOR DETAILS:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>(a) Name of Contractor:</td>
<td>..........................................................</td>
</tr>
<tr>
<td>(b) Person responsible for this document:</td>
<td>..........................................................</td>
</tr>
<tr>
<td>(c) Contact phone number:</td>
<td>..........................................................</td>
</tr>
<tr>
<td>(d) Contact email:</td>
<td>..........................................................</td>
</tr>
<tr>
<td>(e) Business Website:</td>
<td>..........................................................</td>
</tr>
<tr>
<td>(f) Business Address:</td>
<td>..........................................................</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CONTRACT DETAILS:</th>
<th>Provision of Non-Lethal Shark Management Alert in Real Time (SMART) Drumline Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a) Contract Title</td>
<td>Provision of Non-Lethal Shark Management Alert in Real Time (SMART) Drumline Services</td>
</tr>
<tr>
<td>(b) Contract Number</td>
<td>DPIRD2019012</td>
</tr>
<tr>
<td>(c) Customer</td>
<td>..........................................................</td>
</tr>
<tr>
<td>(d) Contract Commencement Date</td>
<td>..........................................................</td>
</tr>
<tr>
<td>(e) Contract Value or Estimated Contract Value at award (AUD):</td>
<td>..........................................................</td>
</tr>
<tr>
<td>(f) Expenditure to Date (AUD)</td>
<td>..........................................................</td>
</tr>
<tr>
<td>(g) Report Date:</td>
<td>..........................................................</td>
</tr>
</tbody>
</table>
SECTION A

SECTION A: IMPORTANT NOTE
All table cells need to be completed. Enter a numerical value or NA for the elements that are Not Applicable. Insert additional rows where necessary.

1. CONTRACTOR / SUBCONTRACTOR WORKFORCE

a). ACTUAL WORKFORCE
Please provide the actual workforce (excluding apprentices and trainees) directly employed in delivering this Contract.

<table>
<thead>
<tr>
<th>Workforce</th>
<th>WA (Metro)</th>
<th>WA (Regional)</th>
<th>Other Australian States, Territories and New Zealand</th>
<th>Overseas</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gender</td>
<td>M</td>
<td>F</td>
<td>O</td>
<td>All</td>
</tr>
<tr>
<td>Totals</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Gender - M = Male  F = Female  O = All other individuals categorized, either by themselves or by society, as neither male nor female. All = all genders combined.

b). ACTUAL APPRENTICES AND TRAINEES
Please provide the actual number of apprentices and trainees directly employed in delivering this Contract.

<table>
<thead>
<tr>
<th>Apprentices Trainees</th>
<th>WA (Metro)</th>
<th>WA (Regional)</th>
<th>Other Australian States, Territories and New Zealand</th>
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</tr>
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<tr>
<td>Gender</td>
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<td>All</td>
</tr>
<tr>
<td>Totals</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Gender - M = Male  F = Female  O = All other individuals categorized, either by themselves or by society, as neither male nor female. All = all genders combined.

c). SUBCONTRACTOR INVOLVEMENT
Did your business use subcontractors to deliver part of this Contract? If yes, please list the businesses and what they were contracted to deliver?

<table>
<thead>
<tr>
<th>Subcontractor name</th>
<th>Subcontractor location</th>
<th>Scope of subcontractor involvement</th>
<th>Confirmed (c) Potential (p)</th>
</tr>
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<tbody>
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<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
d). **ACTUAL SUBCONTRACTOR WORKFORCE**

If you answered yes to question c) above, please provide the actual subcontractor workforce (excluding apprentices and trainees) employed in delivering this Contract.

<table>
<thead>
<tr>
<th>Workforce</th>
<th>WA (Metro)</th>
<th>WA (Regional)</th>
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</thead>
<tbody>
<tr>
<td>Totals</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>


e). **ACTUAL SUBCONTRACTOR APPRENTICES AND TRAINEES**

If you answered yes to question c). above, please provide the actual subcontractor apprentices and trainees directly employed in delivering this Contract.

<table>
<thead>
<tr>
<th>Apprentices</th>
<th>WA (Metro)</th>
<th>WA (Regional)</th>
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</tr>
</thead>
<tbody>
<tr>
<td>Trainees</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Totals</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

2. **CONTRACT SPEND DIVISION**

Please provide the actual spend by jurisdiction at this reporting stage:

**Important:** All table cells need to be completed. Enter a percentage numerical value or NA for the elements that are Not Applicable. The sum of all jurisdictions needs to equal 100%.

<table>
<thead>
<tr>
<th></th>
<th>WA (Metro %)</th>
<th>WA (Regional %)</th>
<th>Australian and New Zealand %</th>
<th>Overseas %</th>
</tr>
</thead>
<tbody>
<tr>
<td>Estimated</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Achieved</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

3. **LIAISON WITH GOVERNMENT**

Did you liaise with the Industry Link Advisory Service or Local Content Advisers on local industry participation issues?

**CONTRACTOR TO COMPLETE:**
SECTION B

1. INDUSTRY ENGAGEMENT

These questions are derived (in part) from Section 7 of the *Western Australian Jobs Act 2017 (WA Jobs Act)* and represent the objectives of WAIPS.

a). INDUSTRY ENGAGEMENT OUTCOMES

Please provide details of how you achieved the following:

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CONTRACTOR TO COMPLETE:

b). PROVISION OF FEEDBACK

Did you provide feedback to unsuccessful bidders seeking subcontract opportunities?

CONTRACTOR TO COMPLETE:

Yes/No

If Yes, please provide specific details. If No, please explain why not?
c). LIAISON WITH GOVERNMENT

Did you liaise with the Industry Link Advisory Service or Local Content Advisers on local industry participation issues?

**CONTRACTOR TO COMPLETE:**

Yes/No

If Yes, please provide specific details. If No, please explain why not?

d). OTHER REGIONAL BENEFITS

If this Contract is for whole or part regional delivery, please describe any other benefits the awarding of this Contract has delivered to the regional economy.

**CONTRACTOR TO COMPLETE:**

e). SUBCONTRACTOR INVOLVEMENT

For subcontractors that outsourced components of the package to other businesses, what mechanisms were used to ensure that the obligation to provide Full, Fair and Reasonable Opportunity to local industry were passed on to their relevant subcontractors.

**CONTRACTOR TO COMPLETE:**
Definition of terms

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