



Department of the Legislative Council

Request for Quote

REQUEST TITLE:

Request for Provision of Legislative Review Services relating to the Statutory Review of the *Auditor General Act 2006*

QUOTATION NUMBER:

LC 12016

CLOSING TIME:

4.00 PM, Monday, 29 February 2016, Perth, Western Australia

ISSUED BY:

The President of the Legislative Council for and on behalf of the State of Western Australia

Table of Contents

PART A – QUOTATION NO. LC 12016	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.....	4
2.1 SELECTION PROCESS	4
2.2 STATE SUPPLY COMMISSION AND GOVERNMENT POLICIES	5
3. ADDITIONAL NOTES FOR RESPONDENTS.....	5
3.1 CONFIDENTIALITY AND PRIVILEGE.....	5
PART B – CONTENT REQUIREMENT AND RESPONDENT’S OFFER	6
1. NOTE TO RESPONDENT	6
2. IDENTITY OF RESPONDENT	6
3. PRE-QUALIFICATION REQUIREMENTS	7
4. COMPLIANCE AND DISCLOSURE REQUIREMENTS.....	7
5. QUALITATIVE REQUIREMENTS	11
6. CUSTOMER CONTRACT INSURANCE REQUIREMENTS	14
SCHEDULE 1 - CUSTOMER CONTRACT DETAILS	15
SCHEDULE 2 – TERMS OF REFERENCE / STATEMENT OF REQUIREMENTS	18
1.1 STATEMENT OF REQUIREMENTS	18
1.2 TERMS OF REFERENCE.....	19
SCHEDULE 3 PRICING.....	21

PART A – QUOTATION NO. LC 12016

1. INTRODUCTION

1.1 BACKGROUND

The office of the Auditor General for Western Australia is recognised at section 6 of the *Auditor General Act 2006 (Act)*. The Auditor General is the Accountable Authority and Chief Executive Officer of the Office of the Auditor General (**OAG**), which is the public sector department established to support the Auditor General.

The Joint Standing Committee on Audit (**Committee**) is required at section 48(1) of the Act to carry out a review of the operation and effectiveness of the Act (the **Review**).

As part of this review, the Committee must, under section 48(3) of the Act, appoint a suitably qualified person (the **Reviewer**) to conduct a Performance Review and Legislative Review.

The Review is being undertaken in two stages, with the Performance Review having already been conducted before the Legislative Review.

The Performance Review was conducted by Vista Advisory. Vista Advisory's *Statutory Review of the Performance of the Auditor General for Western Australia (the OAG review): Final Report for the Joint Standing Committee on Audit, Parliament of Western Australia* (dated 27 November 2015) is available upon request from the Committee.

The Customer for the purposes of this Request is the President of the Legislative Council for and on behalf of the State of Western Australia.

The Customer seeks the services of a suitable person or organisation to be appointed by the Committee to conduct the Legislative Review as outlined in further detail in Schedule 2 of this Request.

The Committee has the responsibility for the selection of the Reviewer. When conducting the Legislative Review, the Reviewer will be required to comply with all directions given by the Committee or its delegates.

1.2 SUBMISSION OF OFFER

1.2.1 The Respondent may submit the Offer by hand or by post to:

Clerk of the Legislative Council
c/- Joint Standing Committee on Audit
Ground Floor
18-32 Parliament Place
WEST PERTH WA 6005

If the Respondent submits the Offer by hand or by post, the Respondent must provide one (1) copy marked "original".

1.2.2 The Respondent may submit the Offer by facsimile at (08) 9222 7805.

1.2.3 The Respondent may submit the Offer electronically by emailing the Offer to auditcte@parliament.wa.gov.au (if the email including attachments is equal to or less than 10 megabytes).

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 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 the Legislative Council or its Committees, or the Government in relation to this Quote to discuss this Quotation.

CONTRACTUAL AND TECHNICAL ENQUIRIES

Name: Suzanne Veletta

Title: Clerk Assistant (Committees)

Telephone: 08 9222 7250

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

ADVICE ON DELIVERING OFFERS

Name: David Driscoll

Title: Parliamentary Officer (Committees)

Telephone: 08 9222 7404

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

1.5 REQUEST CONDITIONS

The "Request Conditions" are contained in the Part A of the *Request Conditions and General Conditions of Contract* [August 2012] located at www.finance.wa.gov.au (select "Government Procurement", then "Templates and Guides", then "Goods and Services Templates, Guides and Conditions of Contract") 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 objective of this Request to ensure that when purchasing 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 Customer will:

- a) apply relevant State Supply Commission and Government policies to the assessment of Offers;
- b) require Offers to meet any Pre-Qualification Requirements, Compliance and Disclosure, Qualitative and Insurance Requirements detailed herein; and
- c) assess the Offered Prices.

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, section 48(4) of the Act requires the Committee 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 in such manner as it considers appropriate seek and take into account the views of the Auditor General in respect of the Offer or in respect of any matter concerning the relevant Respondent.

2.2 STATE SUPPLY COMMISSION AND GOVERNMENT POLICIES

The following State Supply Commission policies apply to this Quotation:

- a) Value for Money;
- b) Probity and Accountability;
- c) Open and Effective Competition; and
- d) Sustainable Procurement.

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

3. ADDITIONAL NOTES FOR RESPONDENTS

3.1 CONFIDENTIALITY AND PRIVILEGE

Any successful Respondent will be required to comply with strict confidentiality requirements and sign a confidentiality agreement.

The report produced for the Legislative Review, and any evidence received by the Joint Standing Committee on Audit, cannot be disclosed or published by any person without the Committee's express authorisation, and the successful Respondent will be required to execute an undertaking to this effect.

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 amount to a contempt of Parliament.

PART B – CONTENT REQUIREMENT AND RESPONDENT'S OFFER

PART B SHOULD BE COMPLETED BY THE RESPONDENT AND RETURNED TO THE CUSTOMER (REFER TO THE 'SUBMISSION OF OFFER' REQUIREMENTS OF CLAUSE 1.2. 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, provide full details of any claims, statements or examples; and
- 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 Public Authority.

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) Facsimile: | ..... |
| (k) Address, email and facsimile number 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 the following Pre-Qualification Requirements:

- a) The Respondent must be willing, if successful, to provide the Customer with an enforceable undertaking that the Respondent will not perform any services for, or commence employment with, the OAG for a period not less than 12 calendar months from the date on which the Respondent provides a final report to the Committee.

RESPONDENT TO COMPLETE:

Is the Respondent willing, if successful, to provide the Customer with an enforceable undertaking that the Respondent will not perform any services for, or commence employment with, the OAG for a period not less than 12 calendar months from the date on which the Respondent provides a final report to the Committee?

(Yes / No)

(This pre-qualification requirement is in addition to the conflict disclosure statement required under clause 4(b)(iii)).

- b) The Respondent must be capable, if successful, of complying with the contract of engagement, the requirements of the *Parliamentary Privileges Act 1891* and the Standing Orders of the Legislative Council.

RESPONDENT TO COMPLETE:

Is the Respondent capable, if successful, of complying with the contract of engagement, the requirements of the *Parliamentary Privileges Act 1891* and the Standing Orders of the Legislative Council?

(Yes / No)

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**

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

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

RESPONDENT TO COMPLETE:

Does the Respondent agree to the Customer Contract?

(Yes / No)

If no, provide details.

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

RESPONDENT TO COMPLETE:

Does the Respondent agree to the General Conditions / Schedules?

(Yes / No)

If no, provide details.

b) DISCLOSURES**(i) Participants (including subcontractors)****RESPONDENT TO COMPLETE:**

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

(Yes / No)

If yes, provide details.

AND

Is the Respondent acting jointly or in association with another person or persons?

(Yes / No)

If yes, provide details.

AND

Has the Respondent engaged, or does the Respondent intend to engage, another person or persons as a subcontractor in connection with the supply of the Services.

(Yes / No)

If yes, provide details.

(ii) **Criminal Convictions**

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

RESPONDENT TO COMPLETE:

Has the Respondent or any person included in the Specified Personnel been convicted of a criminal offence that is punishable by imprisonment or detention?

(Yes / No)

If yes, provide details.

(iii) **Conflict of Interest**

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

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 in any matter, or worked with Western Australian government agencies in relation to audits, reviews or key performance indicators.

(The Respondent is also required to provide a Conflict Management Plan as requested in clause 5(a)(v)).

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)?

(Yes / No)

If yes, the reasons why.

(iv) **Competitive Neutrality**

If the Respondent is a tertiary institution or statutory or Government body (including a Public Authority), 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 – Guidelines for use by agencies in the Western Australian Public Sector, June 2015

www.treasury.wa.gov.au/Treasury/Publications/Costing_and_Pricing_Guidelines;

- (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 Public Authority), has the Respondent included certification as required under this clause?

(Yes / No)

If no, the reasons why.

(v) **Professional Standards Scheme**

The Respondent is required to disclose whether it is a member of an occupational association for which a scheme has been approved under the *Professional Standards Act 1997 (WA)* or equivalent legislation of another State or Territory of Australia.

RESPONDENT TO COMPLETE:

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

(Yes / No)

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 reserves the right to reject any Offer where it is of the view that the Respondent has undertaken previous work for the Auditor General which represents a material conflict of interest.

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

The Respondent may respond to this Request by completing the boxes below or may attach to their Offer a separate document entitled Response to Qualitative Requirements addressing the below. A Respondent should consider the Terms of Reference / Statement of Requirements in Schedule 2 of this Request when drafting its response.

a) DEMONSTRATED EXPERIENCE (40% WEIGHTING)

The Respondent must:

- (i) demonstrate experience in the processes of legislative review, examining legislation in other jurisdictions, and recommending statutory reform to implement improved outcomes and achieve legislative objectives.

The Respondent must provide details of any 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 work and this Quotation;
 - (C) when the previous contracts or work were performed; and
 - (D) the outcome of the previous contracts or work;
- (ii) demonstrate a high professional standing and membership of any relevant professional bodies, such as legal or audit bodies;
 - (iii) comply with applicable professional standards;
 - (iv) demonstrate sound project management skills;
 - (v) demonstrate a capacity to manage potential conflicts of interest.

The Respondent must include a Conflict Management Plan that will address any perceived conflict of interest that might impair, or otherwise affect, the conduct of the work. This conflict management plan is required even where the Respondent has not identified any actual, potential or perceived conflicts of interest, as a conflict could arise during the Legislative Review.

Government experience

The Respondent must:

- (vi) appreciate the information requirements of the Parliament (and its Committees) as the sole client of the Auditor General;
- (vii) understand the role of the Auditor General as a Statutory Officer and his/her relationship with Parliament, and of the Office of the Auditor General (OAG);
- (viii) understand Government financial management legislation, and the operation and objects of the Auditor General legislation in Western Australia and/or other jurisdictions;
- (ix) appreciate the information requirements of the Auditor General, statutory powers to compel information, and privileges and objections raised in response to requests to provide information; and
- (x) have a sound understanding of public sector auditing.

Referees

- (xi) The Respondent must provide a minimum of 2 referees in respect of their capacity to perform the specified services and performance of contracts for similar services. Referee details must include:
 - (A) the referee's name and position;
 - (B) company name;
 - (C) the contact telephone number and email; and
 - (D) relevant contract or project title/s.

RESPONDENT TO COMPLETE:

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

(Insert information here or in attached Response to Qualitative Requirements)

b) SPECIFIED PERSONNEL (20% 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;
- (iii) outline the role of the Specified Personnel and the estimated proportion of the Legislative Review's total hours that they will undertake; and
- (iv) describe the skills and industry experience of all proposed Specified Personnel, especially how their experience relates to the requirements set out in Schedule 2 – Terms of Reference / Statement of Requirements.

RESPONDENT TO COMPLETE:

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

(Insert information here or in attached Response to Qualitative Requirements)

c) CAPACITY, REVIEW APPROACH (40% WEIGHTING)

- (i) The Respondent must provide a proposed Legislative Review Plan outlining the review approach, proposed methodology, estimated timeframes, key dates and milestones for the delivery of the Services (see also Schedule 2, clause 1.1.12).

The Legislative Review Plan must accommodate the requirement to consult with the Auditor General as required by section 48(6) of the Act (see Schedule 2, clause 1.1.10), prior to producing the final report by 30 June 2016.

- (ii) The Respondent must demonstrate that it has the capacity to perform the Contract within the above timeframes.

RESPONDENT TO COMPLETE:

Respondent to provide the capacity information and Legislative Review Plan required under this clause.

(Insert information here or in attached Response to Qualitative Requirements)

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 Insurance						
Professional Indemnity						
Workers' Compensation including common law liability of \$50 million						

OR

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

(Yes / No)

If no, the reasons why.

SCHEDULE 1 - CUSTOMER CONTRACT DETAILS

<p>1. Customer</p>	<p>The Customer is the President of the Legislative Council for and on behalf of the State of Western Australia.</p>
<p>2. The Term of the Customer Contract</p>	<p>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.</p>
<p>3. Commencement Date</p>	<p>The Customer and the Contractor will agree on the Commencement Date and the Customer will confirm the agreed Commencement Date in the Letter.</p>
<p>4. Price Variation</p>	<p>The Price is fixed for the Term.</p>
<p>5. Public Liability</p>	<p>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 \$5 million for any one occurrence and unlimited in the number of occurrences happening in the period of insurance.</p>
<p>6. Professional Indemnity</p>	<p>Professional indemnity insurance covering the legal liability of the Contractor and the Contractor's Personnel under the Customer Contract, if awarded, 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 \$1 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.
<p>7. Workers' Compensation</p>	<p>Workers' compensation insurance in accordance with the provisions of the <i>Workers' Compensation and Injury Management Act 1981 (WA)</i>, 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>.</p>
<p>8. Contract Management Requirements</p>	<p>Customer's Representative The Joint Standing Committee on Audit or its delegate.</p> <p>Customer's address and facsimile details Ground Floor 18-32 Parliament Place WEST PERTH WA 6005 Facsimile No: (08) 9222 7805</p> <p>Communication During the course of the Legislative Review, the Reviewer is to inform the Committee or its delegate as to the progress of the Legislative Review and the extent to which agreed milestones have been met in a brief summary provided on the last day of each month. This may be emailed to the Advisory Officer at auditcte@parliament.wa.gov.au.</p> <p>It is likely most communication between the Committee and the Reviewer will take the form of liaison between the Advisory Officer of the Committee and the Reviewer.</p> <p>The Committee may discuss the process of the Legislative Review with the Reviewer and comment and suggest additional matters to be included, or</p>

SCHEDULE 1 - CUSTOMER CONTRACT DETAILS

	<p>modified or otherwise dealt with. Under the Act, the Committee has sole responsibility for the terms and conditions of the Legislative Review.</p> <p>Interaction with the Auditor General and his Office</p> <p>During the course of the Legislative Review, the Reviewer must liaise with the Auditor General as required by section 48(6) of the Act (see Schedule 2, clause 1.1.10) and may otherwise liaise with the Auditor General and OAG as appropriate to perform the specified services.</p> <p>Key Performance Indicators</p> <p>(a) Quality of communications</p> <p>The information provided by the Reviewer must be sufficiently clear, precise and documented to allow the Committee or its delegate to make informed decisions. This will require the Reviewer to communicate regularly with the Committee or its delegate.</p> <p>(b) Timeliness of Report</p> <p>The timelines for milestones must be met as agreed.</p> <p>Milestones</p> <p>The Committee or its delegate will consider the proposed Legislative Review Plan provided by the Respondent (see Part B, clause 5(c)(i)) prior to agreeing on specific dates for milestones to be met by the appointed Reviewer. The Legislative Review must be completed and final report provided to the Committee by 30 June 2016.</p> <p>The proposed timeline and key deliverables are noted at Schedule 2, clause 1.1.12 below.</p>
<p>9. 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:</p> <p style="padding-left: 40px;">All information provided to the Contractor in connection with the Customer Contract or the Services.</p> <p>Clause 25.2 of the General Conditions does not apply.</p> <p>The Contractor must keep the Customer’s Confidential Information confidential. 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; or (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. <p>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 amount to contempt of Parliament.</p>
<p>10. Contractor Personnel</p>	<p>Clauses 18.1 to 18.6 of the General Conditions apply.</p>
<p>11. Warranties</p>	<p>For the purposes of clause 19.5 of the General Conditions, no warranties are specified.</p>
<p>12. Intellectual Property Owner</p>	<p>The President of the Legislative Council for and on behalf of the State of Western Australia is the owner of the Intellectual Property Rights in New Material for the purposes of clause 23 of the General Conditions.</p>

SCHEDULE 1 - CUSTOMER CONTRACT DETAILS

13. Working Papers	Copyright and property in all Working Papers vest in the President of the Legislative Council for and on behalf of the State of Western Australia.
14. Publicity	For the purposes of clause 25.4 of the General Conditions, no other Public Authority is specified.
15. Government Policies	For the purposes of clause 33 of the General Conditions, no obligations relating to Government procurement policies are specified.
16. Auditor General	For the purposes of clause 37.8, the Contractor must notify the Customer if the Auditor General accesses the Contractor's Records concerning the Customer Contract.
17. Authorised Officer	For the purposes of clause 34.4 authorised officer of the Customer includes the Chair of the Joint Standing Committee on Audit.

SCHEDULE 2 – TERMS OF REFERENCE / STATEMENT OF REQUIREMENTS

1.1 STATEMENT OF REQUIREMENTS

- 1.1.1 The Joint Standing Committee on Audit (**Committee**) is required at section 48(1) of the Act to carry out a review of the operation and effectiveness of the Act (**the Review**). In undertaking the Review, the Committee must consider and have regard to the matters outlined in section 48(2) of the Act.
- 1.1.2 As part of this review, the Committee must, under section 48(3) of the Act, appoint a suitably qualified person (the **Reviewer**) to conduct a Performance Review and Legislative Review.
- 1.1.3 The Review is being conducted in two stages, with the Performance Review having already been conducted before the Legislative Review.
- 1.1.4 The Performance Review was conducted by Vista Advisory. Vista Advisory's *Statutory Review of the Performance of the Auditor General for Western Australia (the OAG review): Final Report for the Joint Standing Committee on Audit Parliament of Western Australia* (dated 27 November 2015) is available upon request from the Committee.
- 1.1.5 The Performance Review identified issues relating to the performance of the Auditor General or the OAG caused by particular provisions of the Act.
- 1.1.6 The Customer seeks the services of a suitable person or organisation to be appointed by the Committee to conduct the Legislative Review.
- 1.1.7 The Committee has the responsibility for the selection of the Reviewer. When conducting the Legislative Review, the Reviewer will be required to comply with all directions given by the Committee or its delegates.
- 1.1.8 The Reviewer should take into account if the Act achieves the objectives of the Act as outlined in the Explanatory Memorandum¹ and Second Reading Speech.²
- (a) Protecting the independence of the Auditor General and his Office;
 - (b) Strengthening the Auditor General's relationship with Parliament;
 - (c) Updating contemporary audit practice and expectations, including increasing the Auditor General's discretion to select appropriate auditing procedures and extending his jurisdiction to commercial entities carrying out functions of agencies; and
 - (d) Introducing new accountabilities for the Auditor General, such as including the response of audited entities in reports to Parliament.
- 1.1.9 The Committee is operating under strict time constraints. The expectation is that the Reviewer will be available to undertake the review immediately after appointment. The Reviewer should be aware that the Auditor General has audit commitments that may impact on his availability. Appointments with the Auditor General should be scheduled as soon as possible.

¹ [www.parliament.wa.gov.au/Parliament/bills.nsf/B495B5627E01EF59482570B30043E907/\\$File/EM%2B-%2BBill099.pdf](http://www.parliament.wa.gov.au/Parliament/bills.nsf/B495B5627E01EF59482570B30043E907/$File/EM%2B-%2BBill099.pdf)

² [www.parliament.wa.gov.au/Hansard/hansard.nsf/0/77582c2d5c219f37c8257571000db5bb/\\$FILE/A37%20S1%2020060629%20p4589b-4591a.pdf](http://www.parliament.wa.gov.au/Hansard/hansard.nsf/0/77582c2d5c219f37c8257571000db5bb/$FILE/A37%20S1%2020060629%20p4589b-4591a.pdf)

1.1.10 Section 48 of the Act provides that the Reviewer must give the Auditor General the opportunity to make submissions in relation to any findings, and these submissions must be included in the report presented to the Committee. Section 48(6) provides:

Before providing the report the reviewer must —

- (a) *give a summary of the findings of the performance and legislative 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 —*
 - (i) *not more than 14 days after the summary of findings is given to the Auditor General; and*
 - (ii) *before the report is provided to the Joint Standing Committee on Audit.*

1.1.11 There is no restraint on where the Reviewer resides and may undertake the Legislative Review.

1.1.12 PROPOSED TIMELINES AND KEY DELIVERABLES

As noted in Schedule 1, clause 8, the Committee or its delegate will consider the proposed Legislative Review Plan provided by the Respondent (see Part B, clause 5(c)(i)) prior to agreeing on specific dates for milestones to be met by the appointed Reviewer. The Legislative Review must be completed and final report provided to the Committee by 30 June 2016.

As an indication, the Committee would expect the following milestones to be met in order to present the final report by 30 June 2016:

- (a) a written progress report on the Legislative Review to be emailed to the Advisory Officer on 29 April 2016;
- (b) written progress report on the Legislative Review outlining draft findings to be emailed to the Advisory Officer on 31 May 2016;
- (c) provision of a summary of draft findings of the Legislative Review to be provided to the Auditor General pursuant to section 48(6) of the Act on or around 31 May 2016; and
- (d) the Reviewer's final report including recommendations, to be provided to the Committee not later than 30 June 2016.

The Committee may provide feedback on the deliverables once they are provided to the Committee, and may request alterations.

1.2 TERMS OF REFERENCE

Without limiting the scope of the Report, the Legislative Review of the *Auditor General Act 2006* should consider and make recommendations on the following:

- (A) The considerations identified in section 48(2) of the Act.
- (B) Whether the Act implements its objectives and purposes.³
- (C) Whether amendments are required to improve the operation and effectiveness of the Act and achieve best practice.
- (D) Issues relating to the operation and effectiveness of the Act raised in:

³ See clause 1.1.8 of this Request and section 3 of the Act.

- i. Vista Advisory's *Statutory Review of the Performance of the Auditor General for Western Australia (the OAG Review): Final Report for the Joint Standing Committee on Audit Parliament of Western Australia*;
 - ii. The Legislative Council Standing Committee on Procedure and Privileges Report 25, *Reference from the House – Auditor General Act 2006* (November 2012); and
 - iii. Previous reports tabled in Parliament by the Auditor General.⁴
- (E) Any other matter the Reviewer considers relevant.

⁴ See, for example, Office of the Auditor General reports: *Training and Support for Justices of the Peace*, Report 21, 26 November 2014, and *Opinions on Ministerial Notifications*, Report 19, 27 August 2015.

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

- (A) The Respondent must include in the Offer the Offered Price and proposed Price Schedule.
- (B) The Respondent must state the basis of its Offered Price as a lump sum in Australian dollars.
- (C) The Offered Price will be deemed to include the cost of complying with this Quotation (including the Customer Contract Details) 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.
- (D) If the Offered Price is consideration for a taxable supply under the GST Act, the Offered Price will be deemed to be inclusive of all GST applicable to the taxable supply at the rate in force for the time being.

RESPONDENT TO COMPLETE

(Insert Offered Price and proposed Price Schedule here)