



Schedule 5 – Request for Quotation **Labour Hire Services**

This RFQ is issued under clause 11.2 of the Head Agreement for People Panel (Phase 2 – Labour Hire Services) Standing Offer Notice (SON3965020) between the Service Provider and the Department of Finance for the provision of Labour Hire Services to the Australian Government.

Use of the template is encouraged to ensure standardisation and consistency.

Drafting notes are highlighted. Yellow highlights would generally be filled out by the Entity, blue by the Service Provider.

Note: RFQ's issued under the People Panel MUST include a small or medium enterprise (SME). SMEs can be identified through the search tool or supplier matrix via the People Panel website.

Request For Quotation for Services	
Entity Information	
Entity	[Insert Entity name]
Entity ABN	[Insert Entity ABN]
RFQ Reference	[Insert Entity RFQ reference number]
Entity Representative	Name: [Insert contact name] Position: [Insert title] Address: [Insert address, including postcode] Email: [Insert email address] Contact number: [Insert contact number, including area code] Mobile: [Insert mobile number]
RFQ and Proposed Order Details	
RFQ Title	[Insert title of RFQ – optional]
RFQ Release Date	[insert date the RFQ is released]
RFQ Closing Date	[insert date and time the RFQ closes]



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Proposed Order Commencement Date	[insert date the Services will commence]
Proposed Order Term and/or Completion Date	[insert the order term and/or completion date]
Options to extend	The Entity may extend the Contract for a further period or periods, up to 12 months by providing written notice to the Service Provider at least 10 Business Days prior to the Order Completion Date.
Transition Out Period and requirement for transition out plan (clause 17 of Schedule 2 (Labour Hire Services))	[If a Transition Out Period is required, insert it here – i.e., where continuity/handover is required – see clause 17 of Schedule 2 (Services) for more details of Transition Out Period requirements. Also insert here any requirement for a transition out plan. Where there is a need to specify privacy obligations in any transition out plan, that requirement should be set out here]
Engagement Type	
Placement Service <i>Placement of a candidate as a non-ongoing APS employee</i> (clause 15 of Schedule 2 (Labour Hire Services))	[APS Equivalent classification] [Job Role] [Fee, GST exclusive] [Fee, GST inclusive] [Security Clearance Requirements] NOTE: Due to the introduction of the <i>Fair Work Legislation Amendment (Secure Jobs, Better Pay) Act 2022</i> , non-ongoing employment contracts must not exceed 12 months for the initial term. The term can be extended for 6 months however the total engagement length must not exceed 18 months. Refer to your entity's recruitment team for advice.
Introduction Services <i>Introduction of an employee to an Entity resulting in a section 26 transfer</i> (clause 14 of Schedule 2 (Labour Hire Services))	[APS Equivalent classification] [Job Role] [Fee amount GST exclusive] [Fee total GST inclusive] [Security Clearance Requirements]



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[Duplicate table **per Labour Hire Worker** required, delete table if labour hire workers are not being engaged under this Order]

Labour Hire Workers

Entity to complete	
APS equivalent classification	<p>[APSX / ELX / SESX]</p> <p>Note: Only include an APS equivalent classification for which there is a Fee specified in the Pricing Matrix (available via DS4P). Where an APS equivalent classification is listed as “N/A”, that Service Provider is not approved to provide Labour Hire Workers at that APS equivalent classification.</p>
Referred or Non-referred Labour Hire Worker	<p>[Insert referred or non-referred]</p> <p>[If referred insert:</p> <p>Name of referred Labour Hire Worker</p> <p>Agreed Base Salary to be paid to Labour Hire Worker]</p>
Pay scales	[Insert entity pay scales for the APS equivalent classification]
Service Category	[Insert the relevant Service Category that the services relate to]
Job Family	[Insert the relevant Job Family that the services relate to]
Job Role	[Insert the relevant Job Role in accordance with the APSC Job Family Framework that the services relate to]
Security Clearance Requirements (clause 4.1 of Schedule 2 (Labour Hire Services))	[Include requirements for security clearance in accordance with clause 4.1 of Schedule 2 (Labour Hire Services) or if no security



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		clearance is required, insert 'No security clearance required']
	Number of hours per week	[Insert numbers of working hours per week]
	Number of weeks required	[Insert numbers of weeks that the LHW will be required for]
	Service Provider to complete	
	Hourly amount paid to Labour Hire Worker (before tax, excluding compulsory superannuation contribution)	[\$ per hour]
	Casual Loading (if applicable)	[\$ per hour]
	Agreed Base Salary - subtotal	[\$ per hour]
	Workers compensation insurance	[\$ per hour]
	Payroll tax	[\$ per hour]
	Other statutory charges (specify what these are, if any)	[\$ per hour]
	Compulsory superannuation contribution	[\$ per hour]
	Employment Oncosts - subtotal	[\$ per hour]
	Agreed Hourly Rate (Agreed Base Salary plus Employment Oncosts) - subtotal	[\$ per hour]
	Gross Profit Margin (Fixed price fee, exclusive of GST, based on Referred or Non-Referred Gross Profit Margin as applicable for the relevant Labour Hire Worker) [This must be expressed in this row as a GST exclusive amount]	[To be completed as per Head Agreement Schedule 3 (Pricing)] [\$ per hour]



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	<p>Contract Price (hourly amount, exclusive GST)</p> <p>Note that for any Hours Worked that are included as a result of the relevant Labour Hire Worker taking paid family and domestic violence leave in accordance with the Fair Work Act 2009 (Cth), no Gross Profit Margin is included in the Contract Price.</p>	[\$ per hour]
	<p>GST</p>	[\$ per hour]
	<p>Contract Price (hourly amount, inclusive GST)</p>	[\$ per hour]
	<p>Other Employment costs</p> <p>(by negotiation specified as a fixed price, inclusive of GST)</p>	[\$]
<p>Bulk Engagements</p> <p>(clause 6 of Schedule 2 (Labour Hire Services))</p>	<p>[Indicate here if the Entity is engaging service on an 'express' basis in accordance with clause 6 of Schedule 2 (Labour Hire Services), in which case set out:</p> <p>(a) the number and location of Labour Hire Workers to be provided; and</p> <p>(b) the mandatory pre-engagement checks and clearances that are required for those Labour Hire Workers,</p> <p>or, if bulk engagements are not to be used, insert 'Bulk engagements not to be used']</p>	
<p>Total Fees Payable under this Order</p>	<p>[Insert the total amount of the Contract Price/s set out above plus any additional Fees agreed, both exclusive and inclusive of GST]</p> <p>Note: please ensure any commitment of funds considers the Coordinated Procurement Fee (CPF) payable to the Department of Finance.</p> <p>This fee is 1.5% of the commitment value (contract value) and will be charged directly to the engaging Entity on an adhoc basis via an invoice from the Department of Finance. This fee is calculated on the GST Ex value of the total order (16)</p>	
<p>Statement of Work</p>		



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Statement of Work	<p>[Insert a detailed description of the Services required, including relevant background material such as information on the role(s) and business area, whether any licences/authorisations are required to provide the services and any reporting that may be required.</p> <p>A separate Statement of Work may be referenced and attached]</p>
Deliverables	[Include details of any deliverables required under a resulting Contract]
Location	[Insert the full address, including post code, of the primary work location]
Governance Meetings (clause 3.2 of Schedule 2 (Labour Hire Services))	[Insert when the Service Provider is required to attend governance meetings in accordance with clause 3.2 of Schedule 2 (Labour Hire Services) .]
Payment Terms	<p>[Select the relevant payment terms – note that invoicing is the <u>default payment method</u> for Non-corporate Commonwealth Entities (NCEs)]</p> <p>[For NCEs:]</p> <p>Five calendar days where the Entity and the Service Provider both have the capability to deliver and receive invoices through the Pan-European Public Procurement On-Line Framework and have agreed to use this method of invoicing.</p> <p>OR</p> <p>20 calendar days</p> <p>[For Entities other than NCEs: insert payment terms]</p>
Invoicing (clause 14.4.2(e))	[the Entity will include any other information required in the invoice in accordance with 14.4.2(e)]
Travel	[Specify any known travel that will be required]
Entity Material	[List any documents attached to the RFQ]



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Confidential Information

[Include details in table below or insert Not Applicable]

Entity Confidential Information (for example)	Period of Confidentiality
Entity data	Indefinitely
Any Personal Information held by the Entity	Indefinitely
Security Classified Resources	Indefinitely

Additional Requirements

Medical Checks and Vaccinations

(clause 27 of Schedule 2 (Labour Hire Services))

[The Entity should specify here whether a Labour Hire Worker must undergo a medical check and/or be vaccinated against specific diseases and whether the Service Provider must bear the costs of any medical checks and vaccinations of the Labour Hire Worker for the purposes of clause 27 of **Schedule 2 (Labour Hire Services)**, or if these are not required, insert 'Labour Hire Worker not required to undergo medical check and/or be vaccinated against specific disease and/or 'Service Provider not required to bear the costs of any medical checks or vaccinations']

Overtime

(clause 29 of Schedule 2 (Labour Hire Services))

[The Entity should specify here if it wants to change the default position in clause 29.1 of **Schedule 2 (Labour Hire Services)** and specify a standard working period or if there are no changes to the default position insert 'No changes to default position in clause 29.1 of **Schedule 2 (Labour Hire Services)**'].

The Entity should also specify here whether it is likely to require the Labour Hire Worker to undertake overtime hours in accordance with clause 29.2 of **Schedule 2 (Labour Hire Services)**. If overtime hours are permitted, specify what rates will apply in accordance with clause 29.4 of **Schedule 2 (Labour Hire Services)**, or if no overtime is permitted, insert 'No overtime permitted'

Work from Home or Flexible Work

(clause 23.2 of Schedule 2 (Labour Hire Services))

[Identify if flexible work or work from home will be permitted, and set out expectations or limitations]

Intellectual Property

(clause 20.1.1)

[The Entity should specify here if it wants to change the default position in clause 20.1.1 and instead have the Service Provider own the IP in Contract Material, or if there are no changes to the default position, insert 'No changes to the default position in clause 20.1.1'].



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Personnel Requirements	[Personnel performing the Services may be required to sign a Deed and acknowledgements relating to confidentiality, security, Moral Rights, intellectual property and other relevant matters as required by the Entity. Any Contract will be conditional on this occurring]
Entity software system, platform or solution (clause 3.2 of Schedule 2 (Labour Hire Services))	[Insert if the Service Provider is required to use a specific software system platform or solution in relation to the provision of Services in accordance with clause 3.2 of Schedule 2 (Labour Hire Services) , or if a specific software system, platform or solution is not required, insert 'Specific software system, platform or solution is not required']
Entity Data Storage Requirements	[Insert any Entity specific data storage requirement, for example whether data can or cannot be stored offshore]
Offshore access to and storage of Entity Material (clause 24.1.6(a))	[The default position under clause 24.1.6(a) is that the Service Provider must take all necessary steps to ensure Entity Material is not accessed from or stored outside Australia. Insert whether Entity Material can be accessed from or stored offshore, or if there are no changes to the default position, insert 'No changes to default position in clause 24.1.6(a)'.]
Security (clause 24.1.1)	[The Service Provider must comply with any applicable security requirements specified in the Protective Security Policy Framework (including those provisions relevant to Commonwealth contracted service providers) in accordance with clause 24.1.1.]
Additional Requirements - Security (clause 24.1.2)	[State any additional security requirements to the requirements contained in the Head Agreement, or that apply to particular aspects of work in accordance with clause 23.1.2, or if there are no additional security requirements, insert 'No additional security requirements']
Pre-engagement checks (clause 4.1 and 4.2 of Schedule 2 (Labour Hire Services))	[Insert any Additional Requirements or changes to the default position under clause 4.1 and clause 4.2 of Schedule 2 (Labour Hire Services) which lists pre-employment checks that must be carried out by Labour Hire Workers, or if there no changes to the default position, insert 'No changes to the default position under clauses 4.1 and 4.2 of Schedule 2 (Labour Hire Services) ']
Drug or Alcohol Testing (clause 26.2 of Schedule 2 (Labour Hire Services))	[Insert any requirement for drug or alcohol testing of Labour Hire Workers in accordance with clause 26.2 of Schedule 2 (Labour Hire Services) or if no drug or alcohol testing is required, insert 'No Drug or Alcohol Testing required']
Process for Engaging Labour Hire Workers	[Insert any Additional Requirements or changes to the default position under clause 5.1 and 5.2 of Schedule 2 (Labour Hire Services) which



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(clause 5.1 and 5.2 of Schedule 2 (Labour Hire Services))	details the process for engaging Labour Hire Workers, or if there are no changes to the default position, insert 'No changes to the default position under clause 5.1 and 5.2 of Schedule 2 (Labour Hire Services) ']
Changes to Labour Hire Workers (clause 7.1 of Schedule 2 (Labour Hire Services))	[Insert any changes to the default position under clause 7.1 of Schedule 2 (Labour Hire Services) which allows an Entity to change the number of Labour Hire Workers engaged by an Entity or the location of the workplace for the Labour Hire Workers by providing 10 Business Days written notice, or if there are no changes to the default position, insert 'No changes to the default position under clause 7.1 of Schedule 2 (Labour Hire Services) ']
Other Employment Costs	[Non-Statutory employment costs as specified by an Entity or negotiated. Specify here what those other employment costs are for and include the costs in the relevant row of the Fees table above, or if there are no other employment costs, insert 'No Other Employment Costs']
Liability (clause 19.1)	[The liability cap that applies for the purposes of clause 19.1 needs to be specified here.]
Entity Insurance Requirements (clause 18.1.1 and clause 18.1.2)	[Insert any Additional Requirements for relevant insurances where these differ from the insurance amounts in the Head Agreement in accordance with clause 18.1.1 and insert any change to the default position under clause 18.1.2 which allows an Entity to specify the period that professional indemnity insurance must be held for, or if there are no additional insurance requirements, insert 'No Additional Insurance Requirements']



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Entity Service Levels

(clause 8.2.1)

The Service Provider must comply with the following Entity Service Levels which are measured across all Orders the Entity has with the Service Provider, in accordance with clause 8.2.1.

[Insert any Entity Service Levels that apply to the Order].

Examples of Service Levels Entities may wish to consider are:

Service Level	Performance Measures	Calculation Method
Labour Hire Worker Suitability	80% of Labour Hire Workers nominated by the Service Provider are rated by the Entity Hiring Manager as suitable for the role and engagement.	As determined over [X] period by the Entity acting reasonably.
Labour Hire Worker Retention	90% of Labour Hire Workers complete the full term of their engagement for all accepted Contracts and Order Variations.	As determined over [X] period by the Entity acting reasonably.
Labour Hire Worker Performance	95% of Labour Hire Workers are achieving the expected performance standards.	As determined over [X] period by the Entity acting reasonably.
Labour Hire Worker Retention	[tbc]	[tbc]
Labour Hire Worker Absences	[tbc]	[tbc]

Timesheets

(clause 28.2 and 28.3 of Schedule 2 (Labour Hire Services))

[Insert here if any Additional Requirements in relation to the form and substance of Timesheets in accordance with clause 28.2 of **Schedule 2 (Labour Hire Services)**], or if not required insert 'No additional Timesheet form and substance requirements'.

Insert here if the default Timesheet approval process position under 28.3 of **Schedule 2 (Labour Hire Services)** is changed, or if no change to default position, insert 'No changes to the default position under clause 28.3 of **Schedule 2 (Labour Hire Services)**'.]

Knowledge Transfer

(clause 22.1(e))

[Insert here if Service Provider/Labour Hire Worker is required to:



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	<p>collaborate with Entity Personnel to develop solutions to challenging stages or components of the engagement and share key learnings and new ideas; provide training related to the Services that were provided under the Contract to Entity Personnel and any third party; or</p> <p>undertake any other activities, and provide any other information related to the Services that were provided under the Contract, as reasonably requested by the Entity.</p> <p>If not required insert 'No additional Knowledge Transfer activities required']</p>
WHS Plan (clause 16.10.2)	[Insert if Service Provider is required to provide a WHS Plan in accordance with clause 16.10.2, or if not required insert 'No WHS Plan required']
Reporting to Entity (clause 1.5 of Schedule 8 (Reporting))	[Insert the types and frequency of reports to be provided by the Service Provider in accordance with clause 1.5 of Schedule 8 (Reporting) , or if not required insert 'No reports in respect of Labour Hire Workers required'.]
Governing Law and Jurisdiction (clause 35.6.1)	[Default jurisdiction in clause 35.6.1 is ACT. Insert applicable jurisdiction here if different to the ACT]
Entity-specific policies (clause 16.1.1)	[Insert here if there are any additional Entity-specific policies that the Service Provider must comply with, or if there are none, insert 'No additional Entity-Specific Policies'.
Other Additional Requirements	[Include any other Additional Requirements, if applicable]
Commonwealth Policy Requirements	
Shadow Economy Policy	[For procurements valued at \$4 million or more the Shadow Economy Policy applies. Entities must obtain a Valid and Satisfactory Statement of Tax Record for any Service Provider (and any first-tier Subcontractors of that Service Provider) that will be involved in the delivery of the Services]
Indigenous Procurement Policy	[For procurements valued at \$7.5 million or more, insert that of the Head Agreement applies]
Australian Industry Participation Plan	[For procurements valued at \$20 million or more, the Australian Industry Participation policy may apply]
Evaluation Criteria	



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Responses to this RFQ will be evaluated against the following criteria: [Entities should be able to select the evaluation criteria they wish to apply and/or include their own criteria].

- The Service Provider's demonstrated understanding of the Services required.
- The Service Provider's demonstrated capability and capacity to provide the services.
- The extent to which the Fees proposed provides value for money for the Australian Government.

Responding to this RFQ

The Service Provider is required to complete the following information:

[Service Provider's Representative]

[Service Provider's Name]

[Service Provider's Address]

[Service Provider's ABN]

[Service Provider's email address]

[Entities will select from the requirements below and/or include their own requirements]

In responding to this RFQ, the Service Provider should:

- describe its understanding of the Services required

[Service Provider response]

- detail its capability and capacity to provide the Services described in the Detailed Statement of Work

[Service Provider response]

The Service Provider is also required to:

- identify any Subcontractors nominated to provide the Services and their role in the delivery of the Services

[Service Provider response on subcontractors]

- disclose any conflicts of interest it would have with the delivery of the Services

[Service Provider declaration on conflict of interest]

- include any information in its respond that it requests to remain confidential

[Service Provider response on confidential information]

- confirm if it is [eInvoicing \(Peppol\)](#) enabled

[Service Provider response on PEPPOL capability]



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- confirm if it holds current State or Territory licencing that may be required to provide Labour Hire Services for the location(s) identified in this RFQ

[Service Provider response on licencing]

Tax residency - for quotations greater than \$200,000, GST inclusive

- Identify your organisation's country of tax residency.

[Entity guidance on the application of this policy is available at

<https://treasury.gov.au/policy-topics/taxation/country-tax-residency-disclosures>.]

[Service Provider response on country of tax residency]

- Insert your organisation's ultimate parent entity's country of tax residency (if different from above).

[Service provider response of parent company tax residency - NOTE: Complete with "AS ABOVE" if same as your organisation's country of tax residency- refer to [Country of tax residency disclosures | Treasury.gov.au](#) for further information.]

- identify the Labour Hire Worker's unique identifier from CRIIS.

Service Provider Confidential Information	Period of Confidentiality

Additional response information: