



## **Part B. Statement of Requirements**

**Fire Safety Inspection Services and Annual Compliance Certification for WIN Sports and Entertainment Centres.**

**VNSW1819023**

## 1. Overview of Requirements and Background

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- 1.1 Venues NSW (VNSW) is an Executive Agency under the Stronger Communities Cluster. It is the owner, coordinator and promoter of a portfolio of publicly-owned sports and entertainment venues in NSW.
- 1.2 One of VNSW's facilities is WIN Sports and Entertainment Centres located at the Corner of Crown and Harbour Street, Wollongong, New South Wales 2500 (the "Venue"). The Venue is made up of WIN Stadium and WIN Entertainment Centre.
- 1.3 VNSW requires a sole contractor for fire safety inspection services and annual fire safety compliance testing, statement and reporting in accordance with relevant Australian Standards and the relevant Australian Law including but not limited to the Environmental Planning and Assessment Act 1979, the Environmental Planning and Assessment (Fire Safety and Building Certification) Regulation 2017 and the Work Health and Safety Act 2011.
- 1.4 The appointed contractor (the "Contractor") will be responsible for managing, communicating and reporting on the Venues fire safety inspection services and carry out the annual fire safety compliance testing, statements and certification in accordance with the Standards being:
  - AS 1851 - Routine Service of Fire Protection Systems and Equipment
  - AS 3786 - Smoke Alarms
  - AS 1670.4 - Fire detection, warning, control and intercom systems
  - AS 2220.2 - Emergency warning and intercommunication systems in buildings
  - AS 2293.2 – Emergency evacuation lighting for building inspections and maintenance
- 1.5 The Contractor will be fully responsible for coordinating the planning/programming of the services, maintaining accurate records, statements and reports in accordance with the Standards and Australian Law for fire safety, emergency warning and intercommunication systems.
- 1.6 The Services will include:
  - (i) Programmed monthly, quarterly, six-monthly and annual fire safety inspections and testing including fire, emergency warning and intercommunication systems and reporting services in accordance with the relevant Australian Standards;
  - (ii) Planned annual fire safety compliance testing and statement/certification in accordance with Australian Standards and the Environmental Planning and Assessment Act;
  - (iii) Provision of emergency call-out services as and when required for corrective action on fire system faults, defects or Venue emergencies; and
  - (iv) Provision of non-exclusive corrective maintenance services for defaults and non-compliance matters.
- 1.7 It is VNSW's intention for the contract to be for three (3) years fixed, with two, one-year extension options at the sole discretion of Venues NSW. The maximum contract period will be for five (5) years.
- 1.8 The successful Contractor will be accountable for liaising and providing official logs, reports and statements to the WSEC Manager Operations and Facilities, and the WSEC Venue Manager throughout the term of the Services.

## **2. Performance Outcome and Contract Objective**

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- 2.1 The outcome is to engage a highly reliable and experienced Contractor that can offer the full provision on fire safety inspections services, emergency warning and intercommunication systems in accordance with the current Australian Standards and applicable Australian Law.
- 2.2 The Contractor must have and maintain the capability and capacity at all times to perform the Services at WIN Entertainment Centre and WIN Stadium facilities as located at the Corner of Crown and Harbour Street, Wollongong, New South Wales, 2500 ("the Venue").
- 2.3 The Contractor is required to liaise and provide all programming, service logs and reports to the Venue Authorised Officer. At a minimum, a physical or electronic logbook/system will be required at the Venue.
- 2.4 The Contractor and its respective Representatives must be contactable and responsive by phone during normal business hours during the contracted period.
- 2.5 The Contractor must have the provisions for out of hours/emergency contact number or help desk service in line with the requirements of the contract.
- 2.6 The Contractor is to act and conduct itself with the highest standards of professionalism and business ethics at all times in accordance with the Office of Sport Business Ethic Statement.
- 2.7 The Contractor must ensure the safety and well-being of all employees appointed to the Services.
- 2.8 The Contractor must ensure a high level of liaisons and communication as necessary throughout the term of the Services.

## **3. The Scope of Services and Deliverables**

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### **3.1 Scope of Services**

- 3.1.1 The Services is for the provision of fire safety inspection services and annual fire safety compliance testing and certification in accordance with the relevant Australian Standards including but not limited to:
  - AS 1851-2012 – Routine Service of Fire Protection Systems and Equipment.
  - AS 3786 - Smoke Alarms
  - AS 1670.4 - Fire detection, warning, control and intercom systems
  - AS 2220.2 - Emergency warning and intercommunication systems in buildings
  - AS 2293.2 – Emergency evacuation lighting for building inspections and maintenance
  - Environmental Planning and Assessment Act 1979, the Environmental Planning and Assessment (Fire Safety and Building Certification) Regulation 2017 and Work Health and Safety Act 2011.
- 3.1.2 In scope Services include:
  - (i) Routine monthly, quarterly, six-monthly and annual service schedules for fire safety inspections including emergency warning and intercommunication systems and reporting services in accordance with the relevant Australian Standards;
  - (ii) Planned annual fire safety condition testing, report and annual compliance statement in accordance with AS 1851-2012 – Routine Service of Fire Protection Systems and Equipment and the associated Australian Law and the Environmental Planning and Assessment Act. The yearly condition testing and the report must be prepared for the Venue, which summarises the routine service activities, records operational status, note defects and non-conformance and confirms that the installed fire protection systems and equipment generally accord with the approved design as per the Standards.
  - (iii) Issuing to the Venue the annual fire safety compliance statement;
  - (iv) Provision of non-exclusive corrective maintenance services for defaults and non-compliance matters.
  - (v) Provision of Emergency call-out as and when required for system faults or emergencies.

### 3.2 Service Deliverables

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- 3.2.1 The Contractor is to provide routine monthly, quarterly, six-monthly and annual fire safety inspections, testing and reporting services as per the relevant Australian Standards being but not limited to:
- AS 1851-2012 – Routine Service of Fire Protection Systems and Equipment.
  - AS 3786 - Smoke Alarms
  - AS 1670.4 - Fire detection, warning, control and intercom systems
  - AS 2220.2 - Emergency warning and intercommunication systems in buildings
  - AS 2293.2 – Emergency evacuation lighting for building inspections and maintenance
- 3.2.2 The Contractor is responsible for planning and managing all scheduling and frequencies of the routine servicing defined per the Standards, including providing the Venue with a full scheduled program of the routine service frequencies and thresholds.
- 3.2.3 The Contractor is fully responsible for planning, resourcing and managing the program for scheduled routine services for a fire safety inspection and issue the monthly, quarterly, six-monthly and annual program to the Venue Authorised Officer. The Venue's current frequencies for the program for inspections is as set out in **Appendix 1**.
- 3.2.4 The Contractor is to provide and keep at the Venue a physical logbook or electronic log system of records of the routine schedule for fire safety inspection services and any pre-approved corrective maintenance works records. The Venue log book/system is to be available times to the Venue Authorised Officer's reference. A copy of the Venue log records is to be provided for the Venue's Authorised Officer after each Venue visit. At a minimum there should be a physical logbook for the Venue. The Contractor can elect to provide an electronic records management system in addition or alternative to a physical log book to be introduced and maintained at the Venue.
- 3.2.5 The program for scheduled routine monthly, quarterly, bi-annual and annual services shall be maintained at all time alongside the Venue log and updated and varied by both Parties as required during the term of the Services.
- 3.2.6 The Contractors must ensure that the routine monthly, quarterly, six-monthly and annual service is fully inclusive of checking, supplying and installing anti-tamper tags/devices (as necessary) to all Venue's Hose Reels and Fire Extinguishers as part of routine fire safety inspection services.
- 3.2.7 The Contractor must ensure that the routine services records are fully inclusive of log book/s or systems, tags/devices, labels and summary records as per the Standards.
- 3.2.8 The Contractor shall give a minimum four (4) business days' prior notice to the Venue Authorised Officer to attending the Venue for the routine services (or as otherwise agreed); this will allow Venue staff to appropriately coordinate egress and access for the Services or pre-approved any corrective works alongside any scheduled special events or logistical arrangements at the Venue.
- 3.2.9 The Contractor is to provide the inspection records to the Venue Authorised Officer at the conclusion of routine monthly, quarterly, six-monthly and annual service, detailing the suitability or defect classification of the fire protection systems and reporting on any critical, non-conformance or non-critical defect matters that require corrective maintenance actions by the Venue to be maintained in order to be fully compliant to the relevant Standards and Australian Laws.
- 3.2.10 The Contractor must obtain prior written approval from the Venue Authorised Officer for any corrective maintenance services to be conforming and compliant to the relevant Australian Standards and Australian Laws. Approval of any corrective maintenance services is at the sole discretion of the Venue Authorised Officer. If in the interest of Venue, the Venue Authorised Officer may elect to market test the "value for money" of any corrective maintenance actions or replacement items to rectify any defaults or non-compliance matters. This is to ensure that all corrective maintenance matters are value tested.

- 3.2.11 The Contractor is to complete annual fire safety condition report and annual compliance statements in accordance with AS1851-2012 – Routine Service of Fire Protection Systems and Equipment and any associated Australian Laws. The yearly condition report must be prepared for the Venue which summarises the routine service activities, records operational status, note defects and non-conformance and confirms that the installed fire protection systems and equipment according to the approved design and functions as per the Standards. All annual fire safety condition reports and issuing of the annual compliance statements are to be carried out and completed by the 7<sup>th</sup> Day of June each year.
- 3.2.12 The Contractor must ensure that all Services including the routine fire safety inspection services and any pre-approved corrective maintenance services are conducted by a competent person(s), being “a person who has acquired through training, qualification, experience, or a combination of these, the knowledge and skill enabling him/her to correctly perform the required task” as required for the Services.

#### **4. Approach and Methodology**

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- 4.1 The Contractor will be required to fulfil the Services as stated in this statement of requirement, as tendered, or as otherwise varied and approved by both Parties.
- 4.2 The Contractor and its personnel must comply with all applicable Commonwealth and NSW legislation, Australian Standards and industry relevant codes and guidelines at all times.
- 4.3 The Contractor must ensure that its resources (personnel appointed to the Services) are adequately licensed, suitably qualified and fully competent to fulfil their responsibilities and tasks under the contract.
- 4.4 The Contractor cannot subcontract the Services, in whole or in part.

#### **5. Contractor and VNSW Responsibilities**

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- 5.1 The Contractor must meet all Services as per these Statement of Requirements. Failure to meet any of the requirements will be deemed as a material breach of the conditions.
- 5.2 The Venue Authorised Officer will be readily available during normal business hours to disclose the latest Venue information to adequately support the Contractor in the delivery of the Services. This will include the Venue's commissioning information, schematic plans and drawings etc.
- 5.3 The Contractor will nominate and maintain a sole Representative role and contact for the Services. VNSW will nominate and maintain a Venue Authorised Officer role and contact for the Services. These individuals will be the main point of contact between the Parties for all contractual obligations. The Representative and Venue Authorised Officer are responsible for the following:
- (a) to be the sole representative contact for their respective party in relation to the contract and make appropriate commercial decisions regarding day-to-day business and operational issues in relation to the Services;
  - (b) coordinating and monitoring the Services and compliance with its obligations in relation to the Statement of Requirements and actioning any issues that arise; and
  - (c) communicate as necessary to the Venue and Contractors personnel.

## 6. Venue Authorised Officer

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- 6.1 All contractual issues including but not limited to notices, approvals, communications on operational matters and requests for variations are to be made to the noted Authorised Officer only.

Party	Authorised Officer and Representative	Contacts
"Venue Authorised Officer"	<b>Bill White</b> Manager Operations and Facilities, WSEC	<b>Address:</b> Corner of Crown and Harbour Street, Wollongong, NSW, 2500 <b>P:</b> (02) 4220 2865 <b>E:</b> <a href="mailto:bill.white@wsec.com.au">bill.white@wsec.com.au</a>

## 7. Location of Services

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- 7.1 The Services under the contract are to be performed at the Venue being WIN Stadium and WIN Entertainment Centre on the corner of Crown and Harbour Street, Wollongong, NSW, 2500.

## 8. Social Responsible Procurement and Service Delivery

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- 8.1 The Contractor must comply with the codes, guidelines, and standards listed in the [NSW Government Code of Practice for Procurement](#).
- 8.2 The Contractor must comply with the requirements of the [NSW Office of Sport Statement of Business Ethics](#) and must disclose, immediately in writing, any conflicts of interests (including any perceived and actual conflicts).
- 8.3 The Contractor will inform the Venue's Authorised Officer immediately with any information, whatsoever, concerning any findings of dishonest, unfair, unconscionable, corrupt or illegal conduct against the Contractor, its directors or management.

## 9. Contractors Tendered Fees and Prices

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- 9.1 The Contractors Fees as tendered are to be fully inclusive of all remuneration for the Contractors personnel, any approved sub-contractors or agents, annual leave, sick leave, long service leave entitlement, public holidays, redundancy payments or any other similar benefits under any law or industrial instrument. Venues NSW will not be held liable for any such additional rates or fees beyond those tendered and agreed.
- 9.2 All tendered Fees and Schedule of Rates will be fixed until 30 June 2020 and will be varied annually as of the 1 July in accordance with the [Australia Bureau of Statistics published Consumer Price Index \(All Group\)](#).

## 10. Invoicing

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- 10.1 All invoices to be made out to **VENUES NSW (ABN 26 283 293 435)**.
- 10.2 Invoice for all fire safety inspections services monthly services, quarterly services, bi-annual services, annual services, pre-approved corrective maintenance services or emergency call outs are to be submitted for payment to all the Venue Authorised Officer itemised and detailed and show a breakdown of:
- Monthly Fire Safety Inspection Services as per Contract;
  - Quarterly Fire Safety Inspection Services as per Contract;
  - Six-monthly Fire Safety Inspection Services as per Contract;
  - Annual Fire Safety Inspection Services as per Contract;

- Five Year Safety Inspection Services as per Contract;
- Approved Corrective Fire Safety Maintenance Services as per Contract;
- Emergency Call-out as per Contract; and
- Annual Fire Safety Compliance Testing and Statement.

- 10.3 The Contractor will be issued an Annual Standing Purchase Order Number by VNSW's Authorised Officer. All forthcoming invoices should clearly state the associated Purchase Order Number and itemised and detailed as per 10.2 above. Invoices which do not have a purchase order, are not itemised or detailed will be deemed non-compliant and inaccurate.
- 10.4 All invoices relating to the provision of the Services are to be submitted to VNSW's Authorised Officer only unless otherwise stated in writing by the VNSW's Authorised Officer. Invoices shall be provided to the Venue Authorised Officer no later than 10 Business Days following completion of routine services, corrective maintenance services or emergency call outs.

## APPENDIX

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**APPENDIX 1. Fire Safety Inspection Requirements for WIN Sports and Entertainment Centre.**

**(A) WIN ENTERTAINMENT CENTRE & NORTHERN GRANDSTAND**

Venue Location	Item	Number of Units of Inspection	Routine Schedule Intervals	Maintenance per AS Standard
WIN Entertainment Centre and Northern Grandstand	Fire Extinguishers	20	<ul style="list-style-type: none"> <li>Six Monthly</li> <li>Yearly</li> <li>Five-Yearly</li> </ul>	AS 1851
	Fire Hose Reels	18	<ul style="list-style-type: none"> <li>Six Monthly</li> <li>Yearly</li> </ul>	AS 1851
	Fire Doors (Pivoted)	5	<ul style="list-style-type: none"> <li>Six Monthly</li> <li>Yearly</li> <li>Five-Yearly</li> </ul>	AS 1851
	Fire Sprinklers	3 x Valve Sets/Installations Number of sprinkler systems 1 x Valve Sets locations (not the number of sprinklers) 3 x Flow switches - Solenoid	<ul style="list-style-type: none"> <li>Monthly</li> <li>Six Monthly</li> <li>Yearly</li> <li>Five-Yearly</li> </ul>	AS 1851
	Fire Hydrant	2 x System/s 2 x Hydrant above ground	<ul style="list-style-type: none"> <li>Monthly</li> <li>Six Monthly</li> <li>Yearly</li> <li>Five-Yearly</li> </ul>	AS 1851
	EWIS System Fire Indicator Panel & Fire/Smoke Detection	1 x Fire Indicator Panel 1 x Sub FIP & Mimics 80 x Detectors/Aspirating Sampling Points/MCP's 32 x Conventional zones <u>Intercom Systems</u> 1 x Intercom System 8 x WIPS <u>Occupancy Warning</u> 20 x Call points 12 x Zones/Floors/area	<ul style="list-style-type: none"> <li>Monthly</li> <li>Six Monthly</li> <li>Yearly</li> <li>Five-Yearly</li> </ul>	AS 1851 AS 3786 AS 1670.4 AS 2220.2
	Emergency Evacuation Lighting System (Internal & External)	1 x Switchboard (including up to 100 fittings)	<ul style="list-style-type: none"> <li>Monthly</li> </ul>	AS 2293.2

**(B) WIN STADIUM SOUTHERN GRANDSTAND**

Venue Location	Item	Number of Units of Inspection	Inspection / Maintenance Interval	Maintenance per AS Standard
Southern Grandstand	EWIS System Fire Indicator Panel (Auto Fire Alarm System):	1 x Fire Indicator Panel 4 x Conventional zones	<ul style="list-style-type: none"> <li>Monthly</li> <li>Six Monthly</li> <li>Yearly</li> <li>Five-Yearly</li> </ul>	AS 1851
	Fire/Smoke Detection	60 x Detectors/Aspirating Sampling Points/MCP's	<ul style="list-style-type: none"> <li>Monthly</li> <li>Six Monthly</li> <li>Yearly</li> </ul>	AS 3786 AS 1670.4
	Fire Extinguishers	8	<ul style="list-style-type: none"> <li>Six Monthly</li> <li>Yearly</li> <li>Five-Yearly</li> </ul>	AS 1851
	Fire Hose Reels	4	<ul style="list-style-type: none"> <li>Six Monthly</li> <li>Yearly</li> </ul>	AS 1851
	Fire Blankets	Non-Applicable	<ul style="list-style-type: none"> <li>Six Monthly</li> </ul>	AS 1851
	Smoke Doors (Hinged and Pivoted)	20	<ul style="list-style-type: none"> <li>Three Monthly</li> <li>Six Monthly</li> <li>Yearly</li> <li>Five-Yearly</li> </ul>	AS 1851
	Fire Doors	1 x Fire Resistant Door sets (Hinged and Pivoted)	<ul style="list-style-type: none"> <li>Six Monthly</li> <li>Yearly</li> </ul>	AS 1851
	Hydrant External	Non-Applicable	<ul style="list-style-type: none"> <li>Monthly</li> <li>Six Monthly</li> <li>Yearly</li> <li>Five-Yearly</li> </ul>	AS 1851
	Hydrant Boosters (Internal/external Booster pump)	Non-Applicable	<ul style="list-style-type: none"> <li>Monthly</li> <li>Six Monthly</li> <li>Yearly</li> <li>Five-Yearly</li> </ul>	AS 1851
	Emergency Evacuation Lighting System (Internal & External)	1 x Switchboard (including up to 50 fittings)	<ul style="list-style-type: none"> <li>Monthly</li> </ul>	AS 2293.2

**(C) WIN STADIUM WESTERN GRANDSTAND**

Venue Location	Item	Number of Units of Inspection	Inspection / Maintenance Interval	Maintenance per AS Standard
Western Grandstand	Fire Extinguishers	12	<ul style="list-style-type: none"> <li>Six Monthly</li> <li>Yearly</li> <li>Five-Yearly</li> </ul>	AS 1851
	Fire Hose Reels	8	<ul style="list-style-type: none"> <li>Six Monthly</li> <li>Yearly</li> </ul>	AS 1851
	Fire Blankets	Non-Applicable	<ul style="list-style-type: none"> <li>Six Monthly</li> </ul>	AS 1851
	Fire Doors (Hinged and Pivoted)	6 x (Hinged and Pivoted)	<ul style="list-style-type: none"> <li>Three Monthly</li> <li>Six Monthly</li> <li>Yearly</li> <li>Five-Yearly</li> </ul>	AS 1851
	Fire Hydrant	1 x System 1 x Hydrant above Ground	<ul style="list-style-type: none"> <li>Monthly</li> <li>Six Monthly</li> <li>Yearly</li> <li>Five-Yearly</li> </ul>	AS 1851
	Fire Sprinklers	1 x Valve Sets/Installations 1 x Valve Sets locations (not the number of sprinklers) 3 x Flow switches - Solenoid	<ul style="list-style-type: none"> <li>Monthly</li> <li>Six Monthly</li> <li>Yearly</li> <li>Five-Yearly</li> </ul>	AS 1851
	EWIS System Fire Indicator Panel	1 x Fire Indicator Panel 1 x Sub FIP & Mimics 32 x Conventional zones 80 x Detectors/Aspirating Sampling Points/MCP's <u>Occupancy Warning</u> - 14 x Call points 4 x Zones/Floors/area	<ul style="list-style-type: none"> <li>Monthly</li> <li>Six Monthly</li> <li>Yearly</li> <li>Five-Yearly</li> </ul>	AS 1851 AS 3786 AS 1670.4
	Hydrant Boosters (Internal/external Booster pump)	1	<ul style="list-style-type: none"> <li>Monthly</li> <li>Six Monthly</li> <li>Yearly</li> <li>Five-Yearly</li> </ul>	AS 1851
	Emergency Evacuation Lighting System (Internal & External)	1 x Switchboard (including up to 50 fittings)	<ul style="list-style-type: none"> <li>Monthly</li> </ul>	AS 2293.2